

## AMENDATORY AGREEMENT

**THIS 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 **MOLSON COORS BEVERAGE COMPANY USA LLC**, a Delaware limited liability company, formerly known as **MILLERCOORS LLC** doing business at 3939 West Highland Blvd., PO Box 482, Milwaukee, Wisconsin 53201 ("Sponsor").

### WITNESSETH:

**WHEREAS**, the City and the Sponsor previously entered into an Agreement dated August 1, 2018 relating to sponsorship services (the "Agreement"); and

**WHEREAS**, the Sponsor has changed its name; and

**WHEREAS**, the parties have determined additional time will be needed to complete the services;

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

1. The additional Sponsorship Rights Fees Exhibit is attached hereto and incorporated herein as **Exhibit B-1** and all references to "**Exhibit B**" are hereby amended to read "**Exhibit B-1**".
2. Paragraph 2.1 of the Agreement, entitled "Term," is amended to read as follows:
  - 2.1 Term: The term of this Agreement shall commence as of January 1, 2018 (the "Effective Date"), and shall end at 12 o'clock midnight on December 31, 2021 (the "Term"). For purposes of this Agreement, a "Contract Year" shall mean each period commencing on January 1 and ending on the following December 31 throughout the Term. The Term may not be increased without approval of Bond Counsel.
3. The bond counsel approval is attached hereto and incorporated herein as **Exhibit C-1** and all references to "**Exhibit C**" are hereby amended to read "**Exhibit C and C-1** as applicable".
4. Paragraph 2.4 of the Agreement, entitled "Requirements of the Financings," is amended to read as follows:
  - 2.4. Requirements of the Financings. The parties agree that due to the Financings of the City Venues that this Sponsorship Agreement must be and has been approved by Bond Counsel, Kutak Rock, 1801 California Street, Suite 3000, Denver,

Colorado 80202. It is understood that the use City Venues is restricted by the Bond Ordinances, and by all applicable rules, regulations, statutes or ordinances promulgated by any federal, state or municipal agency having jurisdiction over the City Venues. The parties agree that, the Bond Ordinances permit the terms of the Sponsorship Agreement as written and that Sponsor shall comply with all IRS regulations and take no action that would jeopardize the tax exempt status of the Bonds. This Sponsorship Agreement as amended has been approved by Bond Counsel, attached hereto as **Exhibits C and C-1** as applicable. The Sponsor agrees that in its activities and occupancy hereunder it will comply with all of the terms and conditions of the Financings as those requirements are stated in this Agreement and that it will take no action, nor omit to act in any manner, which would cause the City to breach or be in default under the Financings.

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

*Remainder of page left intentionally blank.*

**Contract Control Number:** THTRS-202056038-01/THTRS-201738972-01  
**Contractor Name:** Molson Coors Beverage Company USA LLC

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:** THTRS-202056038-01/THTRS-201738972-01

**Contractor Name:** Molson Coors Beverage Company USA LLC

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

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

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

ATTEST: [if required]

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

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

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

**Contract Control Number:** THTRS-202056038-01/THTRS-201738972-01

**Contractor Name:** Molson Coors Beverage Company USA LLC

By: Terrance McClendon

Name: Terrance McClendon  
(please print)

Title: Category Manager - Commercial Procurement  
(please print)

ATTEST: [if required]

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

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

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

## Exhibit B-1

Annual Sponsorship Fee: \$225,000

### Year 1 (2018)

\$225,000 Due upon execution of agreement

### Year 2 (2019)

\$225,000 Due March 1, 2019

### Year 3 (2020)

\$30,000 Due March 1, 2020

The Sponsorship Fee for 2020 Calendar year is reduced from \$225,000 to \$30,000. Sponsor shall pay the City \$30,000 within ten (10) days of execution of the Amendatory Agreement.

### Year 4 (2021)

\$225,000 Due June 1, 2021

This payment shall cover the 2021 Contract Year. In the event of any change in performance schedule, frequency, or any aspect of force majeure, including any COVID-19 impact, the Agreement may be further amended or may be terminated under the provisions of Paragraph 2.13.7 of the Agreement.

**EXHIBIT C-1**

(exhibit follows)

**From:** [Edrich, Matthias M.](#)  
**To:** [Heydman, Laurie J. - CAO Asst City Attorney - Sr](#)  
**Cc:** [Martin, Carol L. - CAO Legal Secretary](#); [Chamberlain, Timothy M. - AVD Assoc Accountant](#)  
**Subject:** [EXTERNAL] RE: one more private use  
**Date:** Tuesday, September 22, 2020 9:31:34 AM

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Hello Laurie,

Thank you for this email and the contract documents. Under the contract amendment, the term of the sponsorship arrangement is extended by approximately one year, with a reduction of the payment due March 1, 2020 from \$225,000 to \$30,000 and a payment of \$225,000 due on June 1, 2021. I understand part of the reason for entering into the amendment is to address the period of “no use” of Arts & Venues facilities resulting from the temporary COVID-19 shutdown. The practical impact of the amendment is to reflect a period of reduced private business use during year 3 of the contract and extend private business use into year 4 in the same amount as in years prior to the shutdown. I understand Darren McHugh reviewed and approved the agreement based on the original fee schedule and contract term. The proposed amendment to extend the contract term and adjust fee amounts will not change the conclusions made by Darren and will not increase the average annual private business use of the affected Arts & Venues facilities.

Please let me know if you have any questions.

Sincerely,

Matthias

**Matthias M. Edrich**

Partner

**Kutak Rock LLP**

1801 California Street, Suite 3000, Denver, CO 80202

[matthias.edrich@kutakrock.com](mailto:matthias.edrich@kutakrock.com)

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**From:** Heydman, Laurie J. - CAO Asst City Attorney - Sr <[Laurie.Heydman@denvergov.org](mailto:Laurie.Heydman@denvergov.org)>  
**Sent:** Friday, September 18, 2020 7:22 PM  
**To:** Edrich, Matthias M. <[Matthias.Edrich@KutakRock.com](mailto:Matthias.Edrich@KutakRock.com)>  
**Cc:** Martin, Carol L. - CAO Legal Secretary <[Caroline.Martin@denvergov.org](mailto:Caroline.Martin@denvergov.org)>; Chamberlain, Timothy M. - AVD Assoc Accountant <[Timothy.Chamberlain@denvergov.org](mailto:Timothy.Chamberlain@denvergov.org)>  
**Subject:** one more private use

[ CAUTION - EXTERNAL SENDER ]

Matthias – we have an additional amendment needing approval. Thanks again!

**Laurie J. Heydman** | Assistant City Attorney  
Municipal Operations Section, City Attorney’s Office | City and County of Denver  
p: (720) 913-3278 | [laurie.heydman@denvergov.org](mailto:laurie.heydman@denvergov.org)





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