

## **FIRST AMENDATORY AGREEMENT**

**THIS FIRST AMENDATORY AGREEMENT** (this “Amendatory Agreement”) is made and entered by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation organized pursuant to the Constitution of the State of Colorado (the “City”), and **ARAMARK Sports and Entertainment Services, LLC**, a Delaware limited liability company, hereinafter called the “**Concessionaire**” (the “Concessionaire”).

### **BACKGROUND:**

**WHEREAS**, the City and Concessionaire entered into that certain Agreement, dated December 20, 2017 (the “Agreement”), by which Concessionaire agreed to provide concession services, novelties services, and catering services at Red Rocks Amphitheatre (including the Visitor Center and Trading Post), and The Denver Coliseum; and

**WHEREAS**, the City and Concessionaire desire to modify the Agreement, as an existing metric for calculating certain food costs pursuant to the Agreement is no longer appropriate.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements contained in the Agreement and herein contained the parties agree as follows:

1. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.

2. The following language shall be deleted from the definition of ‘Inventory Method’: “; without limiting the generality of the foregoing, for each Accounting Period, any cost associated with spoilage that exceeds 0.5 percent of the total food cost for the subject Accounting Period shall be borne solely by Concessionaire and shall not be considered a Cost of Sales”.

3. The following language shall be deleted from the first WHEREAS paragraph on page 3 of the Agreement: “, and the operator of Crossroads Theatre”.

4. The following language shall be deleted from the definition of ‘Facilities’: “The Denver Coliseum and The Crossroads Theater; provided however, that in the event that the City’s lease of The Crossroads is not renewed, for any reason, Facilities shall mean Red Rocks Amphitheatre (including the Visitor Center and Trading Post) and the Denver Coliseum.” which shall be replaced with “and The Denver Coliseum.”

5. The following language shall be deleted from Exhibit C: “Cross Roads Theatre,”.

6. The following language shall be added as a new paragraph 44 to the Agreement:

“44 *Payment of City Minimum Wage*

Concessionaire shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Concessionaire expressly acknowledges that Concessionaire is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Concessionaire, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein."

7. Concessionaire consents to the use of electronic signatures by the City. This Amendatory 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 Amendatory 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 Amendatory 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 basis that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

8. The Parties agree that this Amendatory Agreement shall be deemed effective as of August 01, 2019.

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

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**Contract Control Number:** THTRS-201950684-01 ALFRESCO #201737254-01  
**Contractor Name:** ARAMARK SPORTS AND ENTERTAINMENT SERVICES, 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:**  
**Contractor Name:**

THTRS-201950684-01 ALFRESCO #201737254-01  
ARAMARK SPORTS AND ENTERTAINMENT SERVICES, LLC

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

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

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

ATTEST: [if required]

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

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

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

**Contract Control Number:**  
**Contractor Name:**

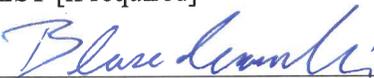
THTRS-201950684-01 ALFRESCO # 201737254  
ARAMARK SPORTS AND ENTERTAINMENT SERVICES,  
LLC

By: 

Name: Mark R. Adams  
(please print)

Title: VP Finance, CFO  
(please print)

ATTEST [if required]

By: 

Name: Blase Iaconelli  
(please print)

Title: Assistant General Counsel  
(please print)