

## 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 (successor-by-conversion to Aramark Sports and Entertainment Services, Inc.), maintaining its primary office address at 1101 Market Street, Philadelphia, PA 19107 (the "Concessionaire").

### WITNESSETH:

**WHEREAS**, the City and the Concessionaire entered into an Agreement dated May 1, 2003, as amended by an Amendatory Agreement dated June 20, 2006, and extended pursuant to letter agreement dated April 20, 2010, pursuant to which Concessionaire provides food, beverage and other concession services at Red Rocks Amphitheatre, Visitor Center, and Trading Post (the "Agreement"); and

**WHEREAS**, the City and the Concessionaire wish to amend the Agreement, to extend its term for an additional 9.5 months, and to provide for an additional payment by Concessionaire into the grant account established for the City's benefit pursuant to the Agreement;

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

1. Section 4 of the Agreement, entitled "**TERM**," is hereby amended to read as follows:

**"TERM**: The term (the "Term") of this Agreement shall commence on April 8, 2003, and continue through and including October 31, 2012."

2. Subsection 14.A. of the Agreement, entitled "**Grant**," is hereby amended to read as follows:

**"A. Grant** In consideration of the rights granted to Concessionaire by City pursuant to this Agreement, as of the commencement date herein, Concessionaire shall put in a separate account the sum of One Million Fifty Thousand Dollars (\$1,050,000.00), and on or before January 16, 2012 an additional Four Hundred Twenty-five Thousand Dollars (\$425,000.00) (together, the "Grant") for the benefit of the City. The Grant shall be paid in installments upon the direction of the Deputy Manager, and City shall have complete control over the disbursement of the Grant. Upon purchase, installation, and/or

03-283-B

completion, whichever occurs soonest, title to all property, furniture, fixtures, or equipment shall vest in City. Concessionaire will amortize the initial Grant funding of \$1,050,000.00 on a straight-line basis over the period commencing on the date of expenditure and terminating on January 15, 2011, and will amortize the additional Grant funding of \$425,000.00 on a straight-line basis over the period commencing on the date of expenditure and terminating on October 31, 2012.”

3. As herein amended, the Agreement is affirmed and ratified in each and every particular, and remains in full force and effect. This includes, without limitation, the terms of Section 14.F. of the Agreement pertaining to the Termination Payment (as defined in the Agreement), which shall apply to the additional \$425,000 in Grant funding provided pursuant to this Second Amendatory Agreement.

**Contract Control Number:** RC31020 (2)

**Vendor Name:** ARAMARK

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:

DAVID W. BROADWELL, Attorney  
for the City and County of Denver

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



8/1/11

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals at Denver, Colorado as of the day first above written.

Contract Control Number: RC31020 (2)

Vendor Name: ARAMARK SPORTS AND ENTERTAINMENT SERVICES, LLC

By: Mark Adams

Name: MARK R ADAMS  
(please print)

Title: V.P. Finance + CFO  
(please print)

ATTEST: [if required]

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

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

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

