

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

RECITALS

A. The City and Contractor entered into an Agreement dated October 22, 2012 under which Contractor is required to provide facility services as needed to various City venues and facilities (the "Agreement").

B. The Agreement provides that the initial term of November 1, 2012 to October 31, 2015 may, upon approval of the parties via a written amendment, be extended for one additional two (2) year period.

C. The parties desire to amend the Agreement to (i) extend the term through and including October 31, 2017; (ii) amend the pricing matrix set forth in Exhibit B; (iii) increase the maximum contract amount; and (v) update the notice addresses for the City.

NOW, THEREFORE, the parties hereby agree as follows:

1. The term of the Agreement set forth in Section 4 of the Agreement is hereby extended from November 1, 2015 through and including October 31, 2017.

2. Effective November 1, 2015, all references to "Exhibit B" in the Agreement shall be amended to read "Exhibit B-1." Exhibit B-1 is attached hereto and incorporated herein.

3. The first sentence of Subsection C of Section 6 of the Agreement shall be deleted and replaced with the following:

"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 Million Four Hundred Thousand and No/100 Dollars (\$20,400,000.00)."

4. The notice addresses provided for the City in Section 29 of the Agreement are hereby amended as follows:

"Director, Denver Arts & Venues
144 W. Colfax Ave.
Denver, CO 80202

With a copies to:

Finance Director, Denver Arts & Venues
City and County of Denver
1345 Champa Street

Denver, Colorado 80204

And:

City Attorney
City and County of Denver
1437 Bannock Street, Room 353
Denver, Colorado 80202

or to such other place as the City may from time to time designate in writing.”

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-201207615-01

Contractor Name: ARAMARK SPORTS AND ENTERTAINMENT SERVICES LLC

By: Mark Adams

Name: MARK ADAMS
(please print)

Title: Vice President and CFO
Sports & Leisure
(please print)

~~ATTEST: [if required]~~

~~By: _____~~

~~Name: _____
(please print)~~

~~Title: _____
(please print)~~



EXHIBIT B-1

PRICING MATRIX

PRICING ITEM #1:

All net percentage markups are over the actual hourly wages including benefits paid for work under this contract.

Net Percentage Markup for Handling of all Applicable Payroll Taxes	10.50 %
Net Percentage Markup for Profit, Overhead, Insurance, Bonding and any other associated costs	17.50 %
GRAND TOTAL MARKUP	28.00 %

PRICING ITEM #2:

Change in markup effective upon payroll reaching \$3.2 million in any contract year (i.e., each November 1st through October 31st during the term of the Agreement).

Net Percentage Markup for Handling of all Applicable Payroll Taxes	10.50 %
Net Percentage Markup for Profit, Overhead, Insurance, Bonding and any other associated costs	14.50 %
GRAND TOTAL MARKUP	25.00%

The percentage covers, without limitation, office supplies, computers, travel mileage between accounts for the management team and other travel expense, time keeping system, hourly employee training, management training, background checks, payment and performance bond, labor recruiting expenses, legal costs, administration costs, ID cards, non pre-approved overtime-related expenses, workman's compensation, and general insurance and profit.

This same percentage markup will apply to such positions as facility security guards once the Contractor and City agree on the total wage rate for the particular position. Likewise, this same percentage markup will apply to Contractor's on-site management staff, including Contractor's manager(s), general manager(s), and operational manager(s) (or such other on-site management staff performing the duties of the same) once the wages for such positions are negotiated with and agreed to by the City.

The payroll tax is calculated on the current employee base, and then blended for the current calendar year. The markup shall not change in the event of an increase in payroll taxes.

PRICING ITEM #3:

Net Percentage Markup to be charged to the City for 3rd Party Services (Section O of Exhibit A)
= 6 %

The City shall reimburse the Contractor for the actual costs plus the markup quoted to coordinate and arrange for these services. All 3rd party services must have prior authorization from the Facility Manager.