

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").

BACKGROUND:

A. The City and the Contractor entered into an Agreement dated November 20, 2007, as amended by a First Amendatory Agreement dated August 18, 2009 ("Agreement"), to retain the Contractor to provide facility services, including but not limited to housekeeping services before, during and after events, ongoing regular non-event housekeeping services, facility security services, and similar agreed upon services as needed to various Theatres and Arenas venues and facilities; and

B. The City and Contractor desire to extend the term, and provide for additional funding for Contractor's services as set forth below.

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

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

"**4. TERM OF AGREEMENT:** The term of this Agreement shall commence on July 1, 2007 and expire on October 31, 2012, unless earlier terminated in accordance with the terms of the Agreement."

2. That Subsection 6(C) of the Agreement, entitled "**PAYMENT**," is amended to read as follows:

"**C. PAYMENT:** 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 Nine Million Dollars (\$9,000,000.00). 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

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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."

3. As herein amended, the Agreement is affirmed and ratified.

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Contract Control Number: CE73024 (2)

Vendor Name: ARAMARK CORP

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: CE73024 (2)

Vendor Name: ARAMARK SPORTS AND ENTERTAINMENT SERVICES, LLC

By: Mark

Name: MARK R ADAMS
(please print)

Title: VP Finance + CFO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

