

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (hereinafter referred to as the “City”), and **AEG PRESENTS – ROCKY MOUNTAINS LLC**, a Delaware limited liability company, whose address for notice purposes is 930 W. 7th Avenue Denver, Colorado, 80204 (“AEG”).

The City and the Contractor entered into an Agreement dated **April 6, 2020**, and mutually agreed to a term extension on **January 15, 2023**, for services (the “Agreement”). The Parties now wish to modify the Agreement as set forth below.

The Parties agree as follows:

1. Section 5 of the Agreement, titled “**SECTION 5: FUNDING**,” is amended by deleting and replacing it with the following:

“**SECTION 5: FUNDING**. Payments to AEG hereunder shall be made only after revenue from Qualifying Events is received as provided in section 1 above, and shall not in any event exceed **SEVENTEEN MILLION FOUR HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$17,450,000)**, unless this Agreement is modified to increase said amount by a duly authorized and written amendment to this Agreement executed by the parties in the same manner as this Agreement. It is expressly understood and agreed that the obligation of the City to make any other payments hereunder shall only extend to monies appropriated by the Denver City Council, paid into the Treasury of the City, and encumbered for the purposes of this Agreement. AEG 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. The City shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by the City's Revised Municipal Code.”

2. Section 9 of the Agreement titled “**SECTION 9: NO DISCRIMINATION IN EMPLOYMENT**” is amended by deleting and replacing it with the following:

“**SECTION 9: NO DISCRIMINATION IN EMPLOYMENT**. In connection with the performance of work under this Agreement, AEG agrees not to

refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, gender, age, national origin, military status, sexual orientation, gender identity or gender expression, marital status, protective hairstyle, or physical or mental disability; and further agrees to insert the foregoing provision in all subcontracts hereunder.”

3. Section 11 of the Agreement titled “**SECTION 11: PAYMENT OF CITY MINIMUM WAGE**” is amended by deleting it and replacing it with the following:

“**SECTION 11: COMPLIANCE WITH DENVER WAGE LAWS**: To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, 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.”

4. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

5. This Amendatory Agreement is not effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

End.
Signature pages follow this page.

Contract Control Number: THTRS-202472247-01 / THTRS-201952921-01
Contractor Name: AEG PRESENTS -- ROCKY MOUNTAINS 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-202472247-01 / THTRS-201952921-1
AEG PRESENTS -- ROCKY MOUNTAINS LLC

By:  _____
31247CD2487A482...

Name: Brent Fedrizzi
(please print)

Title: Co-President & COO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)