

AMENDATORY AGREEMENT

THIS 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"), **BELLCO CREDIT UNION**, a Colorado non-profit corporation, located at 7600 E. Orchard Road Suite 400N Greenwood Village, Colorado 80111 ("Sponsor"). This Amendment incorporates by reference the capitalized terms and their respective meanings as defined in the Agreement.

WITNESSETH:

WHEREAS, the City and the Sponsor previously entered into a Sponsorship Agreement dated September 13, 2018 (the "Agreement"); relating to certain sponsorship opportunities for the marketing and promotion of the Sponsor as a member-owned credit union that provides competitive financial services to meet member needs, in connection with the Hall; and

WHEREAS, the parties have determined to amend the Agreement to revise the Rights and Benefits and the associated Fees and to extend the Term;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The additional Sponsorship Rights Fee schedule is attached hereto and incorporated herein as **Exhibit B-1** and all references to "**Exhibit B**" are hereby amended to read "**Exhibits B and B-1.**"

2. Paragraph 2.1 of the Agreement, entitled "Term," is amended to read as follows:

2.1. Term.

2.1.1. Initial Term. The term of this Agreement shall commence as of January 1, 2018 (the "Effective Date"), and shall end at 12 o'clock midnight on December 31, 2023 (the "Term").

2.1.2. Renewal Term. Sponsor may at its sole option elect to extend this Agreement for an additional six and one-half year period beginning January 1, 2024 and ending at 12 o'clock midnight on December 31, 2029 (the "Renewal Term"). Such option must be exercised by Sponsor giving notice to the City no later than June 30, 2023. The Initial Term may also be extended in the event there is a loss of use longer than 90 days for a length of time equivalent to the loss of use by

execution of an amendment to this Agreement amending this paragraph 2.1. For purposes of this Agreement, a "Contract Year" shall mean each period commencing on January 1 and ending on the following December 31 throughout the Term. The Term may not be increased without approval of Bond Counsel.

3. Paragraph 2.5 of the Agreement, entitled "Requirements of the Financings," is amended to read as follows:

2.5 Requirements of the Financings. The parties agree that due to the Financings of the City Venues that this Sponsorship Agreement must be and has been approved by Bond Counsel Kutak Rock, 1801 California Street, Suite 3000, Denver, Colorado 80202. It is understood that the use of City Venues is restricted by the Bond Ordinances, and by all applicable rules, regulations, statutes or ordinances promulgated by any federal, state or municipal agency having jurisdiction over the City Venues. The parties agree that, the Bond Ordinances permit the terms of the Sponsorship Agreement as written and that Sponsor shall comply with all IRS regulations and take no action that would jeopardize the tax exempt status of the Bonds. This Sponsorship Agreement has been approved by Bond Counsel, attached hereto as Exhibit D and D-1, as applicable. The Sponsor agrees that in its activities and occupancy hereunder it will comply with all of the terms and conditions of the Financings as those requirements are stated in this Agreement and that it will take no action, nor omit to act in any manner, which would cause the City to breach or be in default under the Financings.

4. The additional approval of bond counsel is attached hereto and incorporated herein as **Exhibit D-1** and all references to "**Exhibit D**" are hereby amended to read "**Exhibits D and D-1**".

5. The revised logos are attached hereto and incorporated herein as **Exhibit E-1** and all references to "**Exhibit E**" are hereby amended to read "**Exhibits E and E-1**."

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

[Remainder of page intentionally left blank.]

Contract Control Number: THTRS-202053404-01/THTRS-201839921-01
Contractor Name: BELLCO CREDIT UNION

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-202053404-01/THTRS-201839921-01
BELLCO CREDIT UNION

DocuSigned by:
John Rivera
By: C9670F3118C944F...

Name: John Rivera
(please print)

Title: svp
(please print)

ATTEST: [if required]

DocuSigned by:
JTPargeon
By: F866DE2FD2624F4...

Name: Jack Pargeon
(please print)

Title: SVP, Finance
(please print)

Exhibit B-1– Bellco Credit Union

Total Sponsorship Fee: \$2,825,000

Term: January 1, 2018 – December 31, 2029

The annual sponsorship fee will be due in quarterly payments on January 1, April 1, July 1, and October 1 each contract year as outlined below.

Year 1 | 2018 - \$425,000
Year 2 | 2019 - \$200,000
Year 3 | 2020 - \$225,000
Year 4 | 2021 - \$250,000
Year 5 | 2022 - \$275,000
Year 6 | 2023 - \$200,000
Year 7 | 2024 - \$225,000
Year 8 | 2025 - \$275,000
Year 9 | 2026 - \$350,000
Year 10 | 2027 - \$400,000
Year 11 | 2028 - \$0
Year 12 | 2029 - \$0

Exhibit C -1

Bellco Credit Union Additional Considerations

Bellco Credit Union will develop a uniquely themed co-branded credit card (e.g., Bellco Theatre card) to new or existing Bellco members and Bellco Theatre visitors, and provide a share of annual net revenues (TBD) with A&V during the term of the agreement.

Cards would be offered to Bellco members and Bellco Theatre visitors, along with the general public, and cardholder usage (and not balances) would create funds that would provide financial support to A&V.

While marketing strategy for the card has not been developed, it is expected that Bellco and A&V will actively promote the card and its usage. Further, A&V will provide mutually agreed upon incentives to card members for signing up for the card (e.g., contests for free tickets, seat upgrades, etc.) to drive acquisition.

EXHIBIT D-1

(exhibit follows)

EXHIBIT D-1

From: Edrich, Matthias M. <Matthias.Edrich@KutakRock.com>
Sent: Sunday, January 10, 2021 8:43 AM
To: Heydman, Laurie J. - CAO Asst City Attorney - Sr <Laurie.Heydman@denvergov.org>
Subject: [EXTERNAL] Re: Bellco sponsorship

Hello Laurie,

Thank you for your email. The change to provide that the renewal term ends 6/30/2030 instead of 7/31/2029 with \$0 to be paid in the last year is acceptable and is "approved" for purposes of the bond counsel approval requirement.

I hope you had a good start to the new year! This weekend is making up for the lack of snow on new years day!

Sincerely,

Matthias

Matthias M. Edrich

Partner

Kutak Rock LLP

1801 California Street, Suite 3000, Denver, CO 80202

matthias.edrich@kutakrock.com

office: 303.297.2400 direct: 303.292.7887 cell: 720.253.2466

EXHIBIT E-1

(exhibit follows)



