

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT to the Sponsorship 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 **STARCOM WORLDWIDE, INC.** ("Marketing Agency"), a Delaware corporation, located at 205 Hamilton Row Birmingham, Michigan 48009 on behalf of its client, **FCA US LLC**, a Delaware corporation, located at 1000 Chrysler Drive, Auburn Hills, MI 48326-2766 ("Sponsor").

WITNESSETH:

WHEREAS, the City and the Sponsor previously entered into an Agreement dated June 14, 2018 relating to exclusive sponsorship services (collectively, the "Agreement"); and

WHEREAS, the Sponsor has changed marketing agencies and the Marketing Agency has replaced UM; and

WHEREAS, the parties have determined to extend the sponsorship services for an additional period and to revise the payment schedule due to event cancellations related to COVID-19 in 2020;

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 mutually acknowledged, the parties agree as follows:

1. All references to "UM" are hereby amended to read "Marketing Agency" and the Marketing Agency is authorized to act on behalf of Sponsor.
2. The 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 "**Exhibit B-1**".
3. Paragraph 2.1 of the Agreement, entitled "Term," is amended to read as follows:
 - 2.1. 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, 2021 (the "Term") 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.
4. Paragraph 2.4 of the Agreement, entitled "Requirements of the Financings," is

amended to read as follows:

2.4 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.

5. 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**”.

6. Subparagraph 2.13.7 of the Agreement, entitled “Notice,” is amended to read as follows:

2.13.7 Notice. Any notice, request, approval or consent under this Agreement to be given by either party to the other shall be given in writing, and shall be considered served when delivered in person, or three (3) days after the date mailed by certified or registered mail, return receipt requested, addressed to the recipient at its address set forth below, or to such other address as the recipient may subsequently have furnished in writing to the sender.

CITY:
City and County of Denver
Director, Arts and Venues Division
1345 Champa Street
Denver, CO 80204

With a copy to:

City and County of Denver
Finance Director, Arts and Venues Division
1345 Champa Street
Denver, CO 80204

SPONSOR:
Starcom Worldwide, Inc., as agent for FCA US LLC
205 Hamilton Row
Birmingham, Michigan 48009

With a copy to:

FCA US LLC
1000 Chrysler Drive
CIMS 485-14-78
Auburn Hills, MI 48326-2766
Attn: Assistant General Counsel & Assistant Secretary

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

Remainder of page left intentionally blank.

Contract Control Number:
Contractor Name:

THTRS-202056980-01/201839473-01
STARCOM WORLDWIDE, INC

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: THTRS-202056980-01/201839473-01

Contractor Name: STARCOM WORLDWIDE, INC

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

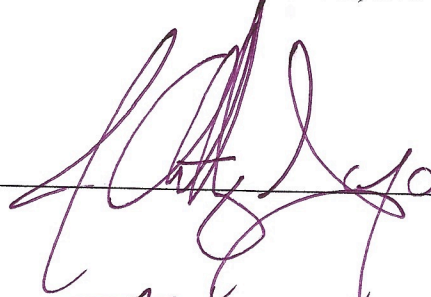
Contract Control Number:

THTRS-202056980-01/201839473-01

Contractor Name:

STARCOM WORLDWIDE, INC

By: _____



Name: _____

JASON SAKENO
(please print)

Title: _____

VP, DIRECTOR
(please print)

ATTEST: [if required]

By: _____

Name: _____

(please print)

Title: _____

(please print)

Exhibit B-1

Consideration to City

Total Sponsorship Fee: \$643,155

Sponsorship Fee Per Year:

Year 1

Amount: \$100,000
Due Date: Upon execution of agreement
Amount: \$100,000
Due Date: August 1, 2018

Year 2

Amount: \$100,000
Due Date: May 1, 2019
Amount: \$100,000
Due Date: August 1, 2019

Year 3

Amount: \$100,000
Due Date: May 1, 2020
Amount: \$100,000
Due Date: August 1, 2020

Year 4

Amount: \$43,155
Due Date: December 31, 2021

EXHIBIT D-1

(exhibit follows)

From: [Edrich, Matthias M.](#)
To: [Heydman, Laurie J. - CAO Asst City Attorney - Sr](#)
Subject: [EXTERNAL] RE: Private Use Review
Date: Wednesday, March 24, 2021 4:49:51 PM
Attachments: [image001.png](#)

Hello Laurie,

Thank you for your email. I reviewed the original contract and the proposed contract amendment with the new payment schedule. The extension contemplated by the contract amendment and the additional payment will not lead to an increase in private business use, and the contract amendment is approved by bond counsel.

I hope you are doing well!

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

From: Heydman, Laurie J. - CAO Asst City Attorney - Sr <Laurie.Heydman@denvergov.org>
Sent: Tuesday, March 23, 2021 4:20 PM
To: Edrich, Matthias M. <Matthias.Edrich@KutakRock.com>
Subject: Private Use Review

[CAUTION - EXTERNAL SENDER]

Matthias- I hope all is well with you and yours. The City is amending the exclusive vehicle sponsorship as to term and increasing the dollar amount by \$43,155. Please let us know if we are within private use guidelines.

Than you as always



Laurie J. Heydman | Senior Assistant City Attorney
Municipal Operations Section, City Attorney's Office | City
and County of Denver
[Pronouns](#) | She/Her/Hers
p: (720) 913-3278 | cell: (720) 785-4911
laurie.heydman@denvergov.org

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