

(4)  
1-

## ASSIGNMENT AND ASSUMPTION OF LEASE AND MANAGEMENT AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AND MANAGEMENT AGREEMENT (the "Agreement"), made as of this 3rd day of September, 1998 (the "Effective Date"), by and between PDB SPORTS, LTD., a Colorado limited partnership ("PDB") and STADIUM MANAGEMENT COMPANY, LLC, a Colorado limited liability company ("SMC").

### RECITALS

A. PDB and SMC together with the Metropolitan Football Stadium District ("District") entered into a certain Lease and Management Agreement of even date (the "Lease and Management Agreement") concerning the construction, construction funding, lease, maintenance, operation and management of a new National Football League stadium (the "Stadium") located at the site of the current Denver Sports Complex which is more particularly described as the Stadium Land in the Lease and Management Agreement.

B. PDB and SMC desire to have (i) PDB assign, transfer, convey and relinquish any and all right, title, interest and estate it has in and to the Lease and Management Agreement and the Leased Premises described in the Lease and Management Agreement to SMC, and (ii) SMC to assume substantially all, but not all, of the obligations, liabilities and responsibilities of PDB under the Lease and Management Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties hereto covenant and agree as follows:

1. **Representations and Warranties of PDB.** PDB represents and warrants to SMC that (a) it is the sole owner of PDB's right, title and estate under the Lease and Management Agreement and has not assigned, transferred, pledged, hypothecated or transferred any of its interests in the Lease and Management Agreement or the Leased Premises; and (b) each of the representations and warranties made by PDB in the License and Management Agreement are true, complete and correct as of the date hereof and such representations and warranties are hereby incorporated herein with the same force and effect as if fully set forth herein. For purposes of this Agreement, any reference to the term "Agreement" in such representations and warranties shall mean both the Lease and Management Agreement and this Agreement.

2. **Assignment and Assumption.** PDB hereby assigns, transfers, conveys and relinquishes to SMC all of its right, title, interest and estate in, to and under the Lease and Management Agreement and the Leased Premises as of the Effective Date. SMC hereby agrees to accept PDB's assignment, transfer, conveyance and relinquishment of PDB's right, title, interest and estate in and to the Lease and Management Agreement and the Leased Premises, and agrees to

assume, perform and observe (i) the obligations of the District for the Stadium as contemplated under Paragraph 20 of Agreement for Public Improvements and Infrastructure dated August 27, 1998 (the "Infrastructure Agreement") between the District and the City and County of Denver (the "City"), (ii) PDB's guaranty of the payment of twenty-five percent (25%) of the costs of the construction of the Access Infrastructure Items (as defined in the Infrastructure Agreement) as provided in Paragraph 20 of the Infrastructure Agreement, and (iii) all of the obligations, terms, covenants and conditions of the Lease and Management Agreement to be done, kept and performed by PDB thereunder from and after the Effective Date; provided, however, that notwithstanding the foregoing, SMC shall not assume and agree to perform and PDB agrees that it shall be solely responsible for the performance of those obligations, terms, covenants and conditions described on Exhibit A attached hereto and incorporated herein by this reference (collectively the "Retained PDB Obligations"). The obligations, terms, covenants and conditions which SMC agrees to perform pursuant to the provision of this Section 2 are herein collectively referred to as the "Assumed Obligations".

3. **Amendment of Lease and Management Agreement.** SMC shall not agree nor consent to any amendment or modification of the Lease and Management Agreement without the prior written approval of PDB which approval shall not be unreasonably withheld except with respect to an amendment or modification of the Retained PDB Obligations in which event such approval may be withheld in the sole and absolute discretion of PDB.

4. **Notice of Broncos Ticket Price Increase.** PDB agrees to notify SMC of any increase in the Broncos' weighted average ticket price within thirty (30) days after the implementation of any increase.

5. **Mile High Stadium Obligations.** PDB agrees to use all reasonable efforts to satisfy those conditions to the City's termination of the User Agreement provided under subsection 3E(2) of the Conditional Termination of User Agreement dated August 27, 1998 between the City and PDB.

6. **Indemnification.**

(a) SMC agrees to indemnify, reimburse and hold PDB, and its partners and their respective officers, directors, shareholders, employees, representatives and agents (each individually, a "SMC Indemnified Party" and collectively, the "SMC Indemnified Parties") harmless from any and all losses, liabilities, obligations, damages, injuries, penalties, claims, demands, actions, suits, judgments and any and all costs and expenses (including reasonable attorney's fees) of any kind or nature whatsoever imposed on, asserted against or incurred by any of the SMC Indemnified Parties in any way relating to or arising out of SMC's performance or failure to perform the Assumed Obligations under this Agreement except, in any case, to the extent determined to have arisen from the negligence or wilful misconduct of an SMC Indemnified Party or from PDB's performance or failure to perform the Retained PDB Obligations.

(b) PDB agrees to indemnify, reimburse and hold SMC, and its respective managers, members, employees, representatives and agents (each individually, a "PDB Indemnified Party" and collectively, the "PDB Indemnified Parties") harmless from any and all losses, liabilities, obligations, damages, injuries, penalties, claims, demands, actions, suits, judgments and any and all costs and expenses (including reasonable attorney's fees) of any kind or nature whatsoever imposed on, asserted against or incurred by any of the PDB Indemnified Parties in any way relating to or arising out of (i) PDB's performance or failure to perform the Retained PDB Obligations or any of its obligations under this Agreement or (ii) any misrepresentation by PDB in the Lease and Management Agreement or this Agreement, except, in any case, to the extent determined to have arisen from the negligence or wilful misconduct of a PDB Indemnified Party.

**7. Assignment.**

(a) This Agreement shall not be assigned or otherwise transferable by SMC, in whole or in part, without the prior written consent of PDB; provided, however, SMC shall be permitted to assign this Agreement without PDB's consent to lenders and their transferees in connection with financing obtained by SMC for the purpose of providing funds for the construction of the Stadium.

(b) PDB shall not assign the Retained PDB Obligations without the prior written consent of SMC, which consent shall not be unreasonably withheld provided PDB is not released from the Retained PDB Obligations.

**8. Further Assurances.** PDB agrees to promptly execute and deliver such further documents and do such other acts and things as SMC may reasonably request from time to time in order to more fully effect the purposes of this Agreement.

**9. Limitation of Agreement.** Nothing contained herein or otherwise shall be construed:

(a) as rendering valid or enforceable against SMC any of the obligations under the License and Management Agreement which, for any reason whatsoever, would not have been valid and enforceable against PDB; or

(b) as rendering valid and enforceable against SMC to a greater extent, or in a different manner, any of the obligations under the License and Management Agreement which would have been valid or enforceable against PDB only partially, conditionally, contingently or to a limited extent, or in a limited manner, it being the express intention that SMC will succeed to and have the benefit of all rights, defenses, claims, counterclaims and rights of offset that PDB had or may have in respect of the obligations under the License and Management Agreement.

10. **Governing Law.** This Agreement and all provisions hereunder shall be governed by and construed in accordance with the laws of the State of Colorado.

11. **Complete Agreement.** This Agreement contains all agreements, understandings and arrangements between the parties hereto with regard to the matters described herein.

12. **Benefit.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

13. **Binding Effect.** This Agreement becomes effective only upon the execution by all parties hereto.

14. **Counterparts.** This Agreement may be executed in counterparts, all of which when taken together shall constitute one and the same agreement, and shall become effective when one or more counterparts have been executed by each of the parties hereto and delivered to each of the other parties hereto.

15. **Severability.** If any term or provision of this Agreement proves to be invalid or unenforceable, all of the other terms and provisions of this Agreement shall be unaffected thereby, and shall nevertheless be enforceable to the fullest extent permitted by law.

16. **Defined Terms.** The defined terms used herein shall have the same meanings as the defined terms under the Lease and Management Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

PDB:

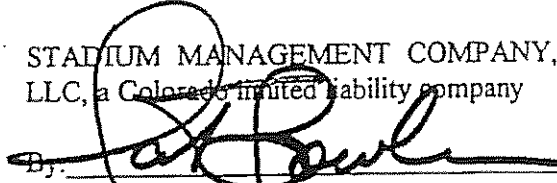
PDB SPORTS, LTD., a Colorado limited partnership

BY:  Bowlen Sports, Inc., its general partner

By:   
Patrick Dennis Bowlen a/k/a Pat Bowlen, President

SMC:

STADIUM MANAGEMENT COMPANY,  
LLC, a Colorado limited liability company

By:   
Pat Bowlen, Manager

**CONSENT TO ASSIGNMENT**

The Metropolitan Football Stadium District ("District") consents to the assignment, transfer, conveyance and relinquishment of PDB Sport, Ltd.'s right, title, interest and estate in, to and under the Lease and Management Agreement and Leased Premises to Stadium Management Company, LLC pursuant to the provisions of the foregoing Assignment and Assumption of Lease and Management Agreement; provided, however, that this consent shall not be construed nor interpreted as (i) a waiver of any remedies provided to the District under the Lease and Management Agreement or (ii) a release of PDB, by the District, from those obligations reserved unto PDB pursuant to the third sentence of Article 41 of the Lease and Management Agreement or those obligations set forth on Exhibit A hereto.

METROPOLITAN FOOTBALL STADIUM  
DISTRICT, a political subdivision of the State  
of Colorado

By:   
Ray Baker, Chairman

STATE OF COLORADO    )  
  ) SS.  
County of Wapahick    )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of December, 1998, by Patrick Dennis Bowlen a/k/a Pat Bowlen as President of Bowlen Sports, Inc., general partner of PDB Sports, Ltd., a Colorado limited partnership.

Witness my hand and official seal.

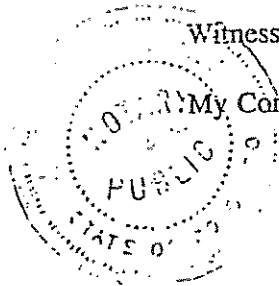
My Commission Expires: 9/2/2001

  
Notary Public

STATE OF COLORADO )  
 ) SS.  
County of Arapahoe )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of December, 1998, by Pat Bowlen as Manager of Stadium Management Company, a Colorado limited liability company.

Witness my hand and official seal.



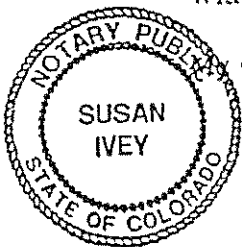
My Commission Expires: 9/12/2001

Sherry L. Zottay  
Notary Public

STATE OF COLORADO )  
 ) SS.  
County of Arapahoe )

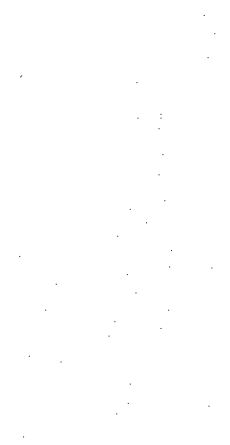
The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of December, 1998, by Ray Baker as Chairman of the Metropolitan Football Stadium District, a political subdivision of the State of Colorado.

Witness my hand and official seal.



MY COMMISSION EXPIRES SEPTEMBER 21, 2000  
Commission Expires: \_\_\_\_\_

Susan Ivey  
Notary Public



## EXHIBIT A

### Retained PDB Obligations

1. The obligations set forth in the last two sentences of Article 5 pertaining to PDB's obligations (i) to play all of its home games during the NFL regular season and any post-season games permitted pursuant to the rules of the NFL at the Stadium and (ii) to remain in good standing as a member of the NFL.
2. The obligations set forth in Article 30, to the extent required by Colorado law, concerning pay-per-view broadcasts of a Broncos' game played at the Stadium within the boundaries of the District.
3. The obligations set forth in Article 31 to the extent required by Colorado law, to guarantee availability of 2,000 tickets, on an individual game basis, for each pre-season and regular season game held at the Stadium at 50% of the regular season ticket price.
4. The obligations set forth in Article 32, to the extent required by Colorado law, to purchase unsold tickets to football games played by the Broncos at the Stadium to prevent a local television blackout of the game.
5. The obligation set forth in Article 33 to pay the Sharing Amount.
6. The obligation set forth in Article 45 to pay \$2.7 Million annually to the City and County of Denver ("City") through 2008 in order to retire the City's bond obligations at Mile High Stadium.