AGREEMENT FOR NAMING RIGHTS

This AGREEMENT FOR NAMING RIGHTS (the "Agreement") is entered into as of June 15, 2001 by and between INVESCO Funds Group, Inc., a Delaware corporation ("IFG"), and Metropolitan Football Stadium District ("District");

WHEREAS, the District is building a new stadium (the "New Stadium") located at 1701 Bryant Street in the City and County of Denver scheduled to be completed and ready for use in the 2001 National Football League ("NFL") season;

WHEREAS, the District will own the New Stadium as the home venue for an NFL football team, known as the Denver Broncos, and for other sports and entertainment events;

WHEREAS, the District has entered into an agreement with SMC and PDB Sports, Ltd. for the Denver Broncos NFL franchise (the "Team" or "Denver Broncos") to play pre-season, regular, and post-season home games in the New Stadium for a period of not less than 30 years; and

WHEREAS, the District and IFG entered into a letter agreement dated January 31, 2001, and now desire to enter into an agreement to clarify and supplement the terms under which the District will grant to IFG exclusive naming rights with respect to the New Stadium in exchange for the fees and other consideration being paid by IFG.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Naming Rights/Term. IFG shall be the sole and exclusive naming sponsor for the New Stadium and the New Stadium shall be known as the "INVESCO Field at Mile High" ("New Stadium Name") for twenty (20) years after the payment of the initial payment and shall include 20 Denver Broncos football seasons beginning with the 2001/2002 football season (the "Term"). IFG agrees to pay District Annual Rights Fees as set forth in Section 3.

The Agreement shall be effective on the date hereof and shall terminate on July 31, 2021. Unless sooner terminated in accordance with provisions set forth elsewhere in this Agreement, IFG and the District agree to enter into negotiations during a one-year period commencing April 1, 2019, concerning a new agreement to take effect at the termination of this Agreement. In the event that the District and IFG do not reach agreement by the end of such one-year period, other than as specifically provided herein, IFG shall not have any further obligation to District and District shall not have any further obligation to District and District shall not have any further obligation to IFG, under this Agreement upon the termination of this Agreement.

Subsequent Events.

If the New Stadium permanently ceases operation, or no longer is the (a) permanent home stadium for the Denver Broncos NFL franchise for any reason prior to the expiration of the Term, then IFG will have the right to terminate this Agreement effective as of (i) the date of the last regular season home game played in the New Stadium by the Denver Broncos if such game occurs before the last regularly scheduled regular season home game for the Team, or (ii) the end of the last District fiscal year of operations of the New Stadium as the home venue to the Denver Broncos NFL franchise if the Denver Broncos play all of their regular season home games in the New Stadium, and will thereafter have no further payment obligations under this Agreement. If an additional NFL franchise is granted to the State of Colorado within 75 miles of the New Stadium that does not play its pre-season, regular season, and post-season home games in the New Stadium, then IFG will have the right to either re-negotiate or terminate this Agreement upon 90 days written notice. In the event that either (a) IFG is entitled to exercise the termination right set forth in this Section 2 or (b) the New Stadium is no longer the permanent home stadium for the Denver Broncos NFL franchise and the date of the last regular season home game played in the New Stadium by the Team occurs before the last regularly scheduled regular season home game for the Team, then within ten (10) days after such termination the District shall repay to IFG an amount of the Annual Rights Fee advanced for that year based upon the Pro Rata Refund Formula set

3. Rights Fees; Deposit.

- In consideration for the rights and services provided by the District under the provisions of this Agreement, on or before August 1, 2001, and then on or before August 1 of each subsequent year during the Term, IFG shall pay to the District annual rights fees ("Annual Rights Fees") in the amounts and in accordance with the schedule attached hereto as Exhibit A. If on August 1, 2001, IFG reasonably determines, based on information provided by the District and /or Team, that the New Stadium will not host the Team's initial pre-season, regular season, and post-season games of the 2001-2002 NFL season, then payment of the Annual Rights Fee otherwise payable on August 1, 2001, may be deferred until the first regular season game of the Team is held in the New Stadium, and such amount shall be decreased by an amount equal to the product of \$2,000,000 and a fraction of which the numerator is the number of pre-season and regular season games of the Team which are not held in the New Stadium and the denominator is ten (10). To evidence its commitment to this Agreement, upon execution hereof IFG shall pay a good faith deposit of \$100,000 (One Hundred Thousand Dollars) to be applied against the first payment due pursuant to Exhibit A; provided, however, that if the New Stadium is not completed by August 1, 2002, and/or in condition to host NFL football games, then the District shall return the deposit to IFG without interest, and IFG shall have the right to either re-negotiate or terminate this Agreement.
- (b) Interest shall accrue at the rate of one percent (1.0%) per month on the balance of any Annual Rights Fee that are not paid within five days after notice to IFG that such fees are past due.

4. Additional Sponsorship and Promotional Obligations.

- (a) Naming Rights Imaging Elements and Signage. During the Term, the District shall provide IFG with the exclusive imaging elements and permanent signage connected to the "INVESCO Field at Mile High" name which have the locations and dimensions generally set forth on Exhibit B to this Agreement. Permanent signage is defined as any fixed signage that is present for all events. The cost of the design, installation, implementation and maintenance of such signage shall be paid by the District as a cost of the New Stadium project.
- (b) Locations, Dimensions and Designs of Signage. The parties agree that the specific locations, dimensions and design of the signage and imaging elements set forth in Section 4(a) above are to be mutually agreed upon by the parties not later than April 1, 2001. Subsequent changes to the design of any signage provided pursuant to this Agreement may be proposed by IFG, subject to the approval of the District, not to be unreasonably withheld or delayed. Subsequent changes to the size or location of the signage provided pursuant to this Agreement may be proposed by the District or IFG, subject to the approval of the other party, not to be unreasonably withheld or delayed. The party requesting the change shall be responsible for any additional costs incurred because of the change.

(c) Signage and Sponsorship Exclusivity.

- Except as specifically set forth in this Agreement or unless (1)approved in writing by IFG, the District will not permit any exterior signage, advertising, or promotion on the New Stadium or, to the extent controlled by the District, on the grounds surrounding the New Stadium (including the gates, concourses, parking lots, driveways and roads approaching and surrounding the New Stadium), either temporary or permanent by a company which is in competition with IFG in the sale and promotion of mutual funds (the "Mutual Fund Category") which includes, and shall only include, any company whose principal business is the sale or promotion of mutual funds, or whose signage, advertising, or promotion in the New Stadium or on the New Stadium premises identifies the business product advertised and promoted as mutual funds (a "Competing Company"). If at any time during the term of this agreement a non-Competing Company, which has entered into an agreement with the District, changes its principal business to that of selling or promoting mutual funds, then the District will on thirty (30) days' notice terminate the sponsorship rights of the Competing Company, except the Competing Company may sponsor certain events in accordance with this paragraph 4. The District agrees to provide that any party entering into an agreement with the District to use the New Stadium for any event cannot remove, cover or otherwise obscure the view of any signage provided to IFG pursuant to Section 4(a).
- (2) The District agrees that with respect to all events that are scheduled or hosted by the District or its affiliates in the New Stadium during the first two (2) years after the effective date of this Agreement that, unless approved in writing

by IFG, no Competing Company shall be allowed to be a sponsor of any kind for such event. IFG agrees to negotiate in good faith the terms upon which national touring events sponsored by a Competing Company would be allowed during this two (2) year period.

After two years from the effective date of this Agreement, the District may host or schedule up to two (2) events per calendar year in the New Stadium where the title or presenting sponsor is a Competing Company and may permit without limitation events where a Competing Company is a secondary sponsor of the event, provided, however, that the District shall not at any time during the term of this Agreement schedule or host any events in the New Stadium where any sponsor is a company listed on Schedule A-1 to this Agreement. As to those companies listed on Schedule A-2, during the first two (2) years after the effective date of this Agreement, District shall not allow those companies to be a sponsor of any kind for any event in the New Stadium. After the initial two (2) year period, the companies listed in Schedule A-2 may have sponsorship of events in the New Stadium for business products that are not within the Mutual Fund Category provided such non-Mutual Fund Category business products or lines are clearly and prominently identified as such. In addition, a Competing Company not listed in Schedule A-1 and Schedule A-2 that has a division, business line or business product that is not within the Mutual Fund Category, may, at any time, have sponsorship in the New Stadium with respect to such non-Mutual Fund Category business products or lines, provided such non-Mutual Fund Category business products or lines are clearly and prominently identified as such. If, during the term of this Agreement, there are additional Competing Companies that may be construed as a local competitor in the future, then the parties hereto agree to negotiate in good faith adding such Competing Companies to Schedule A-1 or A-2 of this Agreement, where appropriate. On the other hand, if any companies listed on Schedules A-1 and A-2 of this Agreement, during the term of this Agreement, are no longer Competing Companies, or are no longer construed as local competitors, then the parties agree, in good faith, to negotiate the removal of said companies from Schedules A-1 and/or A-2 of this Agreement. An event which takes place over multiple days or involves multiple performances shall be considered one (1) event. IFG agrees to negotiate in good faith the terms upon which additional events where the title or presenting sponsor is a Competing Company would be allowed.

- (3) With respect to events that are scheduled or hosted in the New Stadium by the District during the term of this Agreement, provided such events are not already associated with a sponsor in the Mutual Funds Category, District agrees that IFG shall have the right of first offer to act as sponsor in the Mutual Funds Category for such events on terms and conditions which are appropriate for that type and size of event, which terms and conditions the parties agree to negotiate in good faith.
- (4) The District shall be permitted to schedule or host events for non-profit entities and allow sponsorship of those events by a Competing Company provided that the sponsorship is undertaken in a spirit of philanthropy and not for the primary purpose of marketing and/or advertising. The District shall include terms in all contracts with non-profit entities that set forth reasonable limitations on signage by the Competing Company

sponsor and providing for penalties requiring the Competing Company to make an additional charitable contribution for the breach of such terms in an amount equal to the greater of the sponsorship or \$25,000. The District shall consult with IFG as to the reasonable restrictions on signage at non-profit events.

5. <u>Subordination; Unavailable Rights; Remedies.</u>

Except with regard to IFG's naming rights under Section 1 and signage rights under Section 4, this Agreement and the rights and obligations of the District and IFG shall, at all times during the Term, be subject to any existing or future national promotional licensing agreements and national television broadcasting agreements entered into by the NFL and its respective affiliates with authority over such matters, or any national licensing agent of the NFL or such affiliates, and to all relevant rules, policies, agreements, and directives of the NFL and such affiliates. In this regard, IFG and the District acknowledge and agree that, due to such subordination, it may be or become impossible or impractical for the District to provide IFG with certain of the rights contemplated by Section 4 above with respect to any signage which are readily visible during televised broadcasts of events having national sponsors which are competitors of IFG (an "Unavailable Right"). In the event of an Unavailable Right, such event shall not be deemed a breach of this Agreement and IFG and the District shall cooperate in good faith so that the rights and obligations of the parties may be fulfilled by the District's repayment of a prorated amount of the Annual Rights Fees, previously advanced for that year in accordance with the following formula ("Pro Rata Refund Formula"):

.75 X (Annual Rights Fee) X (number of scheduled home preseason and regular season games not played) \div (number of scheduled home preseason and regular season games)

or by rescheduling, substitution, alternative performance or similar means of comparable value. For example, if after payment of the Annual Rights Fee in 2006, rights are unavailable for two of ten scheduled home games, IFG would be entitled to a refund as follows:

Indemnification Against Claims by Third Parties.

(a) IFG shall defend, indemnify and hold harmless, to the extent permitted by law, the District and its respective employees, directors, agents, representatives, affiliates, subsidiaries and officers from and against any and all claims, damages, causes of action, judgments, liens, losses and costs and liabilities including, without limitation, attorneys, fees and other litigation expenses arising from IFG's acts, omissions or breach of this Agreement and/or any litigation, arbitration, hearing, governmental inquiry or investigation or other proceeding commenced by any third party alleging or arising from claims of wrongful conduct or omission by IFG including, but not limited to, negligence, libel, slander, improper trade practice, illegal competition, copyright infringement,

trademark infringement, license infringement, breach of warranty, and unsafe, hazardous or defective product or service, except to the extent that such damages, claims, losses and judgments and costs incident thereto are caused by the negligence or intentional misconduct of any party seeking indemnification hereunder. IFG shall carry at all times during the Term, (i) insurance with a minimum combined personal injury and property damage limit of, at least, two million dollars, and (ii) advertiser's insurance with a minimum limit of at least one million dollars, in each case naming the District as an additional insured and providing coverage against any and all claims arising from any errors or omissions in any advertising or promotion related to IFG. Such insurance policies shall also provide that they may not be canceled or materially changed without at least thirty (30) days written notice to the District. IFG shall furnish the District with certificates of such insurance not later than thirty (30) days after the execution of this Agreement.

- The District shall defend, indemnify and hold harmless, to the extent (b) permitted by law, IFG, its officers, directors, shareholders, affiliates, subsidiaries and employees from and against any and all claims, damages, causes of action, judgments, liens, losses and costs and liabilities including, without limitation, attorneys, fees and other litigation expenses arising from the District's acts, omissions or breach of this Agreement and/or from any litigation, arbitration, hearing, governmental inquiry or investigation or other proceeding commenced by any third party alleging or arising from claims of wrongful conduct or omission by the District, including, but not limited to. negligence, libel, slander, improper trade practice, illegal competition, copyright infringement, trademark infringement, license infringement, breach of warranty, and unsafe, hazardous, or defective product or service, except to the extent that such damages, claims, losses and judgments and costs incident thereto are caused by the negligence or intentional misconduct of any party seeking indemnification hereunder. The District shall at all times during the Term of this Agreement be insured by liability insurance and such insurance as will provide against claims which may arise from the District's operations under this Agreement.
- (c) The indemnified party shall notify the indemnifying party immediately upon its receipt of notice of a claim to which Sections 6(a) and 6(b) may apply. After accepting the defense of the claim of indemnified party, the indemnifying party shall have sole control of the defense of the claim and all negotiations for the settlement or compromise thereof at its own cost and expense, including the cost and expense of attorneys' fees and disbursements in connection with such defense, settlement or compromise; provided, however, the indemnified party shall be entitled to participate in the same, at its own expense and with counsel of its choice, and no settlement or compromise shall be completed in the absence of the prior written consent of the indemnified party, which consent shall not be unreasonably withheld or delayed. Further, the indemnifying party shall provide the indemnified party with reports regarding all significant developments regarding its defense of any applicable claim. The mutual obligations under this section shall survive for one year after the termination or expiration of this Agreement.

- 7. Copyrights, Trademarks, Service Marks, Logos and Similar Rights of the Denver Broncos.
- INVESCO Field at Mile High Marks. The parties acknowledge that IFG (a) shall own, and have the responsibility to protect, in the United States, Canada and Mexico, and elsewhere in its sole discretion, the trade name "INVESCO Field at Mile High" and all associated trademarks, logos, designs, and service marks (the "INVESCO Field at Mile High Marks"). IFG hereby grants the District a non-exclusive royalty-free, worldwide license to use the INVESCO Field at Mile High Marks, subject to the terms provided below, for the purpose of promoting the New Stadium. IFG further grants the District the right to sublicense the INVESCO Field at Mile High Marks for the limited purposes set forth in sublicenses substantially similar to Exhibit C hereto. Further, all such uses of the INVESCO Field at Mile High Marks shall be subject to the prior written consent of IFG as to form, copy and content. Any such rights shall terminate upon cessation of this Agreement. Upon termination or expiration of this Agreement, IFG will assign all rights and goodwill in the "Field at Mile High" element of the INVESCO Field at Mile High Marks to the District and IFG agrees to execute any and all documentation necessary to effect that assignment. Upon termination or expiration of this Agreement, IFG will cease all use of the INVESCO Field at Mile High Marks and, at the District's request, shall expressly abandon any trademark or service mark applications or registrations for the INVESCO Field at Mile High Marks. The District agrees that it will include the name of "INVESCO Field at Mile High" and any related logo or trademark on all of its letterhead, envelopes, invoices, brochures, business cards and shall include the name of the New Stadium in its address. The District shall use "INVESCO Field at Mile High" when making reference to the New Stadium and no other name shall be used without the written consent of IFG. The District in any and all contracts, agreements, arrangements, writings and communications, entered into or amended after the date of this Agreement, pertaining in any manner to the New Stadium (such as contracts with tenants and users, suppliers, media, advertisers and others) shall refer to, and as a term of such contracts, agreements and/or arrangements shall require all other parties to such contracts, agreements and/or arrangements to refer to the New Stadium as, and only as, "INVESCO Field at Mile High." All printed materials promulgated by the District which would normally refer to the address or site of the New Stadium shall refer to the New Stadium as "INVESCO Field at Mile High." The District agrees to use reasonable efforts to ensure that the name "INVESCO Field at Mile High" is (i) used in all communications and media concerning the New Stadium; and (ii) used by all national and local media and news organizations. With respect to all events that are specifically created for the New Stadium by the District or scheduled or hosted in the New Stadium by the District or its affiliates during the Term, the District agrees that for all such events the District shall use its reasonable efforts to require that (i) all communications and media concerning the New Stadium; (ii) all local media and news organizations; and (iii) all tickets issued by users of the New Stadium will refer to the New Stadium as "INVESCO Field at Mile High." In addition, the District shall use its reasonable efforts to require that all advertising by users of the New Stadium, including the Team, PDB Sports, Ltd. or SMC, refers to the New Stadium as "INVESCO Field at Mile High." IFG agrees that it will use

the name "INVESCO Field at Mile High" on all public materials and public references to the exterior of the New Stadium and will not abbreviate or shorten the name. For clarification, IFG may continue to enter into other advertising and marketing arrangements using its name and trademarks without reference to the New Stadium.

- (b) <u>License Terms</u>. For the purpose of protecting IFG's trademark rights under the license granted in section 7(a) above, the District agrees:
- (1) that it will do nothing inconsistent with IFG's ownership of the INVESCO Field at Mile High Marks, that except as set forth in this Agreement, all use of the INVESCO Field at Mile High Marks by the District will inure to the benefit of IFG, and that apart from the right of the District to use the INVESCO Field at Mile High Marks pursuant to this license, it shall acquire no right, title or interest of any kind or nature whatsoever in or to the INVESCO Field at Mile High Marks and the goodwill associated therewith;
- (2) that the nature and quality of all services rendered by the District in connection with the INVESCO Field at Mile High Marks and all related advertising, promotional and other uses of the INVESCO Field at Mile High Marks by the District shall conform to standards set by, and be under the control of, IFG; and that the District further agrees that all use of the INVESCO Field at Mile High Marks shall be subject to the prior written consent of IFG as to form and content and agrees to cooperate with IFG in facilitating IFG's control of such nature and quality, to permit reasonable inspection of the District's performance of services under the INVESCO Field at Mile High Marks and to supply IFG with specimens of all uses of the INVESCO Field at Mile High Marks upon written request by IFG;
- (3) that it shall cooperate fully with IFG in the protection and defense of the INVESCO Field at Mile High Marks, at IFG's expense, and that all decisions involving the protection and defense of the INVESCO Field at Mile High Marks will be solely in the discretion of IFG;
- (4) that the license shall terminate upon termination or expiration of this Agreement;
- (5) that upon termination of the license the District shall immediately cease all further use of the INVESCO element of the INVESCO Field at Mile High Marks, and all rights granted to the District in the INVESCO element of the INVESCO Field at Mile High Marks under the license shall revert to IFG; and that it will notify IFG in advance of any use of the INVESCO Field at Mile High Marks outside the United States, Canada or Mexico in order to permit IFG to secure appropriate trade name, trademark or service mark protection.
- (c) <u>Third Party Marks</u>. The copyrights, service marks, logos, trademarks, word marks, symbols, emblems, trademark designs, indicia, uniforms and identifications of the Team, the NFL or any other parties using the New Stadium (collectively referred to

as the "Third Party Marks") are the property of such parties and nothing in this Agreement is intended to convey any rights with respect to the Third Party Marks to IFG. IFG specifically acknowledges and agrees that the only rights of IFG with respect to the Third Party Marks shall be as set forth in agreements between IFG and the owners of such Third Party Marks.

- 8. <u>Termination</u>. This Agreement may only be terminated by either party in accordance with the following provisions:
- (a) <u>Termination by the District</u>. The District may terminate this Agreement if IFG fails to make any payment required hereunder when due and payable, and such payment remains unpaid for thirty (30) days after written notice thereof.
- Termination by IFG. In the event that the New Stadium is opened but the District is unable to substantially fulfill the terms or conditions of this Agreement as of September 1, 2001 or the first public event to occur at the New Stadium, whichever is earlier, IFG shall have the option to terminate this Agreement upon written notice and upon termination shall be immediately entitled to a full refund of the Annual Rights Fee previously advanced. For the purposes of this paragraph the District will be held to have substantially fulfilled the terms and conditions of this Agreement if the exterior signs in the north and south end zones and three of the four exterior signs are installed. After September 1, 2001 or after the first event to occur at the New Stadium, whichever is earlier, in the event that the District materially breaches any term or condition of Sections 1, 4(a), 4(c) or 9 of this Agreement so as to deprive IFG of the intended benefits of any such provisions, and such breach shall continue for a period of thirty (30) days after the giving of written notice thereof by IFG to the District, specifying the breach, and in the further event that the District does not substantially cure such breach within such thirty (30) day period, then IFG shall have the right to terminate this Agreement; provided, that if the District is diligently pursuing cure of such breach at the expiration of such thirty (30) day period, then IFG shall forbear from terminating this Agreement until the District ceases to diligently pursue cure of such breach and such breach remains uncured. If this Agreement is terminated by IFG as a result of the District's breach as provided in the preceding sentence, then in addition to any other remedies to which IFG may be entitled, the District shall, within ten (10) days after the expiration of the cure period set forth in the preceding sentence, repay to IFG a prorated amount of the Annual Rights Fee previously advanced for that year under Section 3 of this Agreement, calculated in accordance with the Pro Rata Refund Formula set forth in Section 5.
- 9. Entire Agreement; Amendment; Assignment. This Agreement constitutes the entire agreement between IFG and the District and supersedes all prior agreements, understandings and representations relating to the subject matter. This Agreement may only be amended, modified or supplemented by a written agreement between IFG and the District in accordance with Section 10. This Agreement may not be assigned by either party except with the prior written consent of the other party; provided, however, that the District may assign this Agreement as part of any financing undertaken by the District or

to any party to which the District sells, assigns or otherwise transfers ownership of the New Stadium on the condition that such new party assumes all of the District's obligations under this Agreement unless such party is a competitor of IFG in the Mutual Fund Category which includes, but is not limited to, a company whose principal business is investment management, in which case IFG's prior written consent to the transfer of this Agreement would be required. IFG agrees to execute such documentation as reasonably requested by the District in connection with any financing. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

10. Assignment of Name.

- (a) IFG acknowledges that the continuity of the name of a facility such as the New Stadium once it has been established is of primary importance and that it is unlikely that it shall want to change the name. IFG agrees that it shall have no right to change the New Stadium Name unless there is (i) a merger, acquisition or corporate reorganization which results in the permanent elimination of the INVESCO Funds brand from the U.S. marketplace, (ii) the new name is the brand name under which IFG, or its successor in interest, actively markets IFG's former products or a significant portion thereof, and (iii) the new name is approved by the District in its reasonable discretion, and such approval will not be unreasonably withheld. In order to change the name of the New Stadium, IFG shall notify District and the Team that it desires to change the name of the New Stadium and disclose the new name. In its consideration of whether to approve the name change, the District's consideration shall include, but not be limited to the following factors:
 - (b) the new name does not violate any NFL rule or policy then in effect and is not a name that could not be a sponsor of Team under NFL rules then in effect;
 - unless Team specifically consents, the new name cannot violate any documented material advertising or sponsorship policy of Team then in effect;
 - (b) the new name cannot be obscene or of a nature which would seriously offend the reasonable sensibilities of the public at large, or which would seriously disparage or place in serious disrepute the District;
 - (b) the new name cannot be such as to confer the impression of an association or affiliation with a state, city, metropolitan area in the United States (other than Denver or Colorado) or with any foreign city or country;
 - (b) the new name may not be that of a tobacco company or generally associated with tobacco products; and

- (b) the new name will replace the INVESCO name in the name "INVESCO Field at Mile High"; the terms "Field at Mile High" must continue to be used in conjunction with the replacement name; and
- (b) If the District in its reasonable discretion approves the new name, IFG may change the name of the New Stadium. District agrees to evidence its consent in writing, within forty-five (45) days of the satisfaction of the above conditions. District agrees to promptly submit all necessary requests for the approval of all governmental agencies whose approval is necessary at such time. If the New Name for the New Stadium is in a category other than the Mutual Fund Category, and/or the business of the successor in interest is in a category other than the Mutual Fund Category, then the exclusivity provisions of this Agreement shall be changed to the new category, except that the District shall be able to fulfill any sponsorship agreements to which it has previously agreed.
- (c) In the event that IFG proposes to change the New Stadium Name, IFG agrees that it will be solely responsible for all costs and expenses that may be incurred by District, SMC, Team, or any of their affiliated entities as a result of such change. By way of example, but not in limitation, IFG would be responsible for all costs of (a) removing, disposing of, fabricating and replacing signage, both inside and outside the New Stadium and in the surrounding areas, (b) removing and replacing street and directional signage, and (c) redesigning and replacing all letterhead and business cards of District, and others, which refer to "INVESCO Field at Mile High."
- (d) If the New Stadium Name is changed, the new name shall become the New Stadium Name for all purposes of this Agreement from that day forward, including, without limitation, the licenses granted hereunder to use the New Stadium Name.
- 11. Right of Use. With respect to all events that are specifically created for the New Stadium by the District or its affiliates, scheduled or hosted by the District or its affiliates during the Term, the District agrees that (i) to the extent determined or controlled by the District, IFG, at no cost to IFG, shall have the first right to use all seats in IFG's suite during all such events and (ii) IFG shall have the priority access to purchase, from the District or event promoter at the standard ticket price, up to five hundred (500) tickets to all such events. The location of such tickets shall be on a best available basis.
- 12. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Litigation regarding any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction located in Denver, Colorado, and IFG consents to the jurisdiction of such court.
- 13. Relationship of the Parties. The relationship of IFG and the District under this Agreement shall be that of independent contractors and nothing herein or in any related document or representation shall be construed to create or imply any relationship

of employment, agency, partnership or any other relationship other than that of independent contractors. IFG and the District acknowledge and agree that each is engaged in a separate and independent business and neither shall state, represent or imply any interest in or control over the business of the other.

- 14. Force Majeure. Neither party shall be in breach of this Agreement if the conduct of any event at the New Stadium is prevented or preempted because of an act of God, natural disaster, catastrophe, accident, fire, labor dispute, lockout, strike, riot or civil commotion, act of public enemy, governmental act, regulation or rule, failure of technical facilities, a day of national mourning, substantial destruction of the New Stadium, New Stadium is unsafe for occupancy, emergency or other circumstance or event beyond the control of the parties to this Agreement ("Force Majeure Event"). If a Force Majeure Event occurs, IFG's obligations hereunder shall be suspended for the period of such Force Majeure Event and the Annual Rights Fee shall be reduced pro rata in accordance with the Pro Rata Refund Formula set forth in Section 5, and IFG shall be refunded the difference between the Annual Rights Fee paid and the amount of the reduced Annual Rights Fee.
- 15. <u>Cumulative Remedies and Waiver</u>. Except as otherwise and specifically contemplated by this Agreement, all rights and remedies of the District and IFG shall be cumulative and none shall exclude any other right or remedy at law and/or equity and said rights or remedies may be exercised and enforced concurrently. No waiver by the District or IFG of any covenant or condition of this Agreement shall constitute a waiver by the waiving party of any subsequent breach of such covenant or condition or authorize the breach or non-observance on any other occasion of the same or any other covenant or condition of this Agreement.
- 16. Partial Invalidity. If any provision of this Agreement is deemed invalid or unenforceable pursuant to any statute, regulation or rule of law, the remaining provisions of this Agreement will remain valid and enforceable. However, if the provision deemed invalid undermines the fundamental objectives of the parties to this Agreement, then the parties shall confer for a period of not less than sixty (60) days regarding the continuation of the Term. If the parties are unable to agree upon an arrangement that serves their respective objectives, either party may terminate this Agreement with twenty (20) days written notice to the other party. However, all payments under this Agreement, that were due before or on the date of receipt of the written notice of termination, shall be made.
- 17. <u>Notices</u>. Unless otherwise expressly provided, any notice, request, demand, waiver or other communication required or permitted to be given under this Agreement shall be by (i) First Class U.S., prepaid mail, (ii) registered or certified mail, or (iii) overnight courier to the receiving party at the address set forth below:

To the District:

Metropolitan Football Stadium District 2195 Blake Street, Suite 300

Denver, Colorado 80205
Attention: Executive Director

To IFG:

INVESCO Funds Group, Inc.

Attn: Mark Williamson 7800 East Union Avenue Denver, Colorado 80237

With a copy to:

INVESCO Funds Group, Inc.

Attn: Richard Healey, Senior Vice President

7800 East Union Avenue Denver, Colorado 80237

With a copy to:

INVESCO Funds Group, Inc.

Attn: Glen Payne, General Counsel

7800 East Union Avenue Denver, Colorado 80237

Any party may change the address to which notices are required to be sent by giving notice of such change in accordance with this section to the other party. All notices will be deemed to have been received upon (i) personal delivery, (ii) one (1) business day after being sent by one-day overnight courier or (iii) the fifth (5) business day after being mailed by First Class, prepaid, U.S. mail.

18. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. Signatures may be executed by facsimile, with original signatures to be mailed within five (5) days. Each party to this Agreement agrees that it will be bound by its own facsimile signature and that it accepts the facsimile signatures of the other parties to this Agreement.

19. Representations and Warranties.

- (a) IFG represents and warrants that (i) it is lawfully engaged in the mutual fund business, (ii) it is a corporation duly formed and existing under the laws of the State of Delaware, and has the full power and authority to enter into and perform this Agreement, (iii) the execution, delivery and performance of this Agreement have been duly authorized by all necessary action on the part of IFG, (iv) this Agreement has been duly executed and delivered on behalf of IFG and is the valid and binding obligation of IFG enforceable against IFG in accordance with its terms, and (v) the entering into and performance by IFG of this Agreement will not breach or violate the organizational documents of IFG or any provision of any indenture, mortgage, lien, lease, material agreement, order, judgment, or decree to which IFG is a party or by which its assets or properties are bound.
- (b) District represents and warrants (i) it is a body corporate and political subdivision of the State of Colorado, and has the full power and authority to enter into and perform this Agreement, (ii) the execution, delivery and performance of this Agreement have been duly authorized by all necessary action on the part of the District, (iii) this Agreement has been duly executed and delivered on behalf of District and is the valid and binding obligation of the District enforceable against the District in accordance with its terms, and (iv) the entering into and performance by the District of this Agreement will not breach or violate any provision of any indenture, mortgage, lien, lease, material agreement, order, judgment, or decree to which the District is a party or by which its assets or properties are bound.

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IN WITNESS WHEREOF, the parties have executed this Agreement by their thorized representatives as of the date first set forth above.

FUNDS GROUP, INC.

Executive

Chairman of the Board

METROPOLITAN FOOTBALL STADIUM DISTRICT

Name: Timothy D. Romani Title: Executive Director

EXHIBIT A

ANNUAL PAYMENTS

The Annual Rights Fee shall be \$60,000,000 (SIXTY MILLION DOLLARS). The initial installment of the Naming Sponsor shall be \$2,000,000 (TWO MILLION DOLLARS) and shall be due and payable as set forth below. The remaining nineteen installments shall be due and payable commencing on August 1, 2002 and on each August 1 thereafter through 2020.

Payment Date	A mount of Bound
	Amount of Payment
Date of Signing	\$100,000
August 1, 2001	\$1,900,000
August 1, 2002	\$2,080,000
August 1, 2003	\$2,163,200
August 1, 2004	
August 1, 2005	\$2,249,730 \$2,230,730
August 1, 2006	\$2,339,720 \$2,433,310
August 1, 2007	\$2,433,310
August 1, 2008	\$2,530,640
August 1, 2009	\$2,631,860
August 1, 2010	\$2,737,140
August 1, 2011	\$2,846,620
August 1, 2012	\$2,960,490
August 1, 2013	\$3,078,910
August 1, 2014	\$3,202,060
August 1, 2015	\$3,330,150
August 1, 2016	\$3,463,350
-	\$3,601,890
August 1, 2017	\$3,745,960
August 1, 2018	\$3,895,800
August 1, 2019	\$4,051,630
August 1, 2020	\$4,657,540

TOTAL

\$60,000,000

ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT

THIS ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT (the "Assignment") is entered into as of August 19, 2011 (the "Effective Date") among INVESCO FUNDS GROUP, INC., a Delaware corporation ("IFG"), TSA STORES, INC. ("TSA") and the METROPOLITAN FOOTBALL STADIUM DISTRICT (the "District");

WHEREAS, IFG and the District entered into an Agreement for Naming Rights dated as of June 15, 2001 (the "Agreement") regarding the naming of the football stadium in Denver, Colorado as "INVESCO Field at Mile High" (the "Stadium");

WHEREAS, the Stadium is the home venue for the Denver Broncos, a National Football League team;

WHEREAS, TSA, the Broncos and IFG have discussed an assignment of the Agreement by IFG to TSA and the assumption thereof by TSA; and

WHEREAS, pursuant to the terms of the Agreement, the District's consent is required for any assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

- 1. <u>Assignment</u>: Effective upon the Effective Date, IFG assigns and transfers to TSA all right, title and Interest in and to the Agreement and TSA accepts such assignment of all of IFG's right, title and Interest in and to the Agreement.
- 2. <u>Assumption</u>: Effective upon the Effective Date, TSA assumes and agrees to perform and fulfill all terms, covenants, conditions, liabilities and obligations required to be performed and fulfilled by IFG under the Agreement from and after the Effective Date.

3. Amendments to the Agreement:

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- (a) All references in the Agreement to "IFG" shall read "TSA"; all references to "INVESCO Field at Mile High" shall read "Sports Authority Field at Mile High"; all references to "mutual funds" shall read "sporting goods"; and all references to "Mutual Fund Category" shall read "Sporting Goods Category."
- (b) The last sentence of Section 4(a) is amended to read: "The cost of the design, installation, implementation and maintenance of the new signage shall be paid by the Denver Broncos and TSA."
- (c) In the second sentence of Section 10 of the Agreement, "INVESCO Funds" shall be amended to read "Sports Authority."

- (d) Schedules A-1 and A-2 of the Agreement are hereby amended and replaced in their entirety with Schedule A-1 and A-2 as attached hereto.
- 4. Acknowledgement of Payment. The District acknowledges receipt of the payment due on August 1, 2011 in the amount of \$2,960,490. TSA agrees to pay a pro-rated amount of \$2,960,490 directly to IFG as to be mutually agreed upon by TSA and IFG.
- 5. <u>District Consent. Release and Agreement</u>. The District pursuant to Sections 9 and 10 of the Agreement hereby consents to the assignment by IFG and the assumption by TSA of the Agreement as set forth in this Assignment. The District hereby releases IFG, its affiliated companies and its and their respective officers, directors, employees, agents and attorneys from any and all liabilities or obligations arising under or in connection with the Agreement from events occurring on and after the Effective Date. The District approves and agrees to the amendments to the Agreement as set forth in Section 3 of this Assignment.
- 6. <u>Successors and Assigns</u>. This Assignment and the covenants and agreements herein set forth shall inure to the benefit of the parties hereto and their respective successors and assigns and shall be binding upon the parties hereto and their respective successors and assigns.
- 7. Headings and Conflicts. Paragraph headings herein are provided for convenience of reference only and shall not be deemed to constitute a part hereof.
- 8. <u>Counterparts</u>. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall collectively constitute one agreement.
- 9. Governing Law. This Assignment will be governed by and construed in accordance with the laws of the State of Colorado without giving effect to any choice of law or conflicting provision or rule that would cause the laws of any jurisdiction other than Colorado to be applied.
- 10. <u>Entire Agreement</u>. This Assignment embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or parole agreements existing between IFG, TSA and the District relative to this Assignment which are not expressly set forth herein and covered hereby.

IN WITNESS HEREOF, the parties hereto have executed this Assignment this 14th day of