

FIRST AMENDMENT TO PREMIUM CONCESSION MANAGEMENT AND LICENSE AGREEMENT

FIRST AMENDMENT TO PREMIUM CONCESSION MANAGEMENT AND LICENSE AGREEMENT (the "First Amendment") dated as of May 25, 2001, among the METROPOLITAN FOOTBALL STADIUM DISTRICT, a body corporate and politic and a political subdivision of the State of Colorado (the "District"), STADIUM MANAGEMENT COMPANY, LLC, a Colorado limited liability company ("SMC"), PDB SPORTS, LTD., a Colorado limited partnership ("PDB"), and EPICUREAN ENTERTAINMENT, LLC d/b/a EPICUREAN SPORTS ENTERPRISES, LLC, a Colorado limited liability company ("Premium Concessionaire").

RECITALS

A. The District, SMC, PDB and Premium Concessionaire entered into that certain Premium Concession Management and License Agreement dated as of October 28, 1999 (the "Management and License Agreement"), concerning the management and operation of certain Catering services at the Stadium.

B. The District, SMC and PDB contemplate entering into Sponsorship Agreements with INVESCO Funds Group, Inc., a Delaware corporation ("INVESCO").

C. In recognition of INVESCO's rights under the Sponsorship Agreements, the Parties now desire to amend the Management and License Agreement as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties agree as follows:

1. **Definitions.** Schedule I to the Management and License Agreement is hereby amended as follows:

(a) The following definitions are hereby added to Schedule I:

"Naming Rights Agreement" shall mean any naming rights agreement entered into by the District, pursuant to C.R.S. section 32-15-106(3), pertaining to the name of the Stadium.

"SMC Sponsorship Agreements" shall mean any advertising, sponsorship, pouring rights or similar agreement entered into from time to time by SMC or PDB pertaining to the Stadium or Stadium signage.

(b) The definition of the term "Sponsorship Agreements" is hereby deleted from Schedule I and replaced with the following:

"Sponsorship Agreements" shall mean the SMC Sponsorship Agreements and the Naming Rights Agreement.

2. **Sponsorship Agreements with INVESCO.** Premium Concessionaire acknowledges that SMC and PDB contemplate entering into an SMC Sponsorship Agreement with INVESCO and the District contemplates entering into the Naming Rights Agreement with INVESCO (collectively, the "INVESCO Agreements"). In the event that the District and INVESCO and SMC, PDB and INVESCO enter into the respective INVESCO Agreements, Premium Concessionaire agrees that Premium Concessionaire Parties shall, when making reference to the Stadium in any and all advertising, marketing, agreements, arrangements, correspondence, communications and media in any form whatsoever, including whether in printed, audio, video or electronic form or otherwise, refer to the Stadium as "INVESCO Field at Mile High" or such other name as SMC may notify Premium Concessionaire in writing has been approved by INVESCO, SMC, PDB and the District pursuant to the terms and provisions of the INVESCO Agreements (the "Approved New Name"). Premium Concessionaire shall not abbreviate or shorten the name, "INVESCO Field at Mile High", or the Approved New Name, if applicable, when making any such references to the Stadium.

3. **Uniforms.** In the event that the District and INVESCO and SMC, PDB and INVESCO enter into the respective INVESCO Agreements, Premium Concessionaire acknowledges and agrees that the uniforms of Stadium Employees who have general access to Patrons shall bear INVESCO Field at Mile High identification, as may be requested from time to time by the District, SMC and PDB in accordance with the provisions of Section 37.1 of the Management and License Agreement. The terms and provisions of Section 37.1 of the Management and License Agreement, as modified by this Section, shall remain in full force and effect.

4. **Conflict.** The parties hereto agree that the terms, covenants and conditions of the Management and License Agreement, as modified by this First Amendment, shall remain and continue in full force and effect. If there is any conflict between the terms and provisions of this First Amendment and the terms and provisions of the Management and License Agreement, the terms and provisions of this First Amendment shall govern.

5. **Defined Terms.** Capitalized terms used herein but not defined herein shall have the respective meanings ascribed thereto in the Management and License Agreement.

6. **Construction and Headings.** The language in all parts of this First Amendment shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the parties hereto. The headings of the several sections of this First Amendment are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this First Amendment.

7. **Governing Law.** This First Amendment shall be governed by and construed in accordance with the laws of the State of Colorado, without giving effect to conflicts of law principles.

8. **Amendment.** No amendment or modification of this First Amendment shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective authorized representatives.

9. **Counterparts.** This First Amendment may be may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

10. **No Third Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this First Amendment, and all rights of action relating to such enforcement, shall be strictly reserved to the District, SMC, PDB and Premium Concessionaire and nothing contained in this First Amendment shall give or allow any such claim or right of action by any other or third person. It is the express intention of the District, SMC, PDB and Premium Concessionaire that any Person other than the District, SMC, PDB and Premium Concessionaire receiving benefits under this First Amendment shall be deemed to be an incidental beneficiary only.

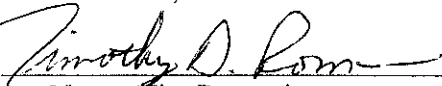
11. **Entire Agreement.** With respect to the matters addressed herein, this First Amendment constitutes the entire understanding and agreement among the Parties and supersedes all prior written or oral understandings and agreements among the Parties.

12. **Successors and Assigns.** Subject to the provisions of Section 69.15 of the Management and License Agreement, this First Amendment and the terms, conditions and obligations herein contained shall be binding upon and inure to the benefit of the Parties and each of their respective successors and assigns.

IN WITNESS WHEREOF, the District, SMC, PDB and Premium Concessionaire have duly executed this First Amendment as of the date first written above.

DISTRICT:

METROPOLITAN STADIUM DISTRICT, a body corporate and politic and a political subdivision of the State of Colorado, as the District

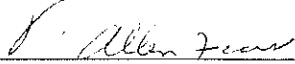
By:  _____

Name: Tim Romani

Title: Executive Director

SMC:

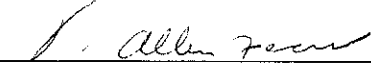
STADIUM MANAGEMENT COMPANY, LLC, a
Colorado limited liability company, as SMC

By: 
Name: J. Allen Fears
Title: Chief Financial Officer

PDB:

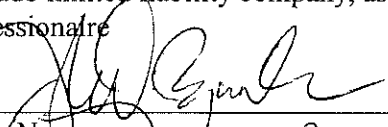
PDB SPORTS, LTD., a Colorado limited
partnership

By: Bowlen Sports, Inc., an Arizona corporation,
general partner

By: 
Name: J. Allen Fears
Title: Chief Financial Officer

PREMIUM CONCESSIONAIRE:

EPICUREAN ENTERTAINMENT, LLC d/b/a
EPICUREAN SPORTS ENTERPRISES, a
Colorado limited liability company, as Premium
Concessionaire

By: 
Name: Tracy D. Pasquale
Title: Manager

SECOND AMENDMENT TO PREMIUM CONCESSION MANAGEMENT AND LICENSE AGREEMENT

SECOND AMENDMENT TO PREMIUM CONCESSION MANAGEMENT AND LICENSE AGREEMENT (the "Second Amendment") dated as of June 20, 2001, among the METROPOLITAN FOOTBALL STADIUM DISTRICT, a body corporate and politic and a political subdivision of the State of Colorado (the "District"), STADIUM MANAGEMENT COMPANY, LLC, a Colorado limited liability company ("SMC"), PDB SPORTS, LTD., a Colorado limited partnership ("PDB"), and EPICUREAN ENTERTAINMENT, LLC d/b/a EPICUREAN SPORTS ENTERPRISES, LLC, a Colorado limited liability company ("Premium Concessionaire").

RECITALS

A. The District, SMC, PDB and Premium Concessionaire entered into that certain Premium Concession Management and License Agreement dated as of October 28, 1999 (the "Original Management and License Agreement"), concerning the management and operation of certain Catering services at the Stadium, as amended by the First Amendment to Premium Concession Management and License Agreement dated as of May 25, 2001 (the "First Amendment"). The Original Management and License Agreement, as amended by the First Amendment, is hereinafter referred to as the Management and License Agreement.

B. The Parties now desire to amend the Management and License Agreement as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties agree as follows:

1. **Catering Exclusivity.** Section 10.4 of the Original Management and License Agreement is amended to provide in its entirety as follows:

10.4 Catering Exclusivity. Other than Catering provided at a Culinary Event, Special Stadium Event or Relinquished Stadium Catered Event or in the Stadium Club, the District and SMC agree that, provided Catering is available to prospective Patrons of the Stadium and Real Property at levels reasonably desired by the District and SMC and as required under this Agreement and the General Concession Agreement: (i) any Catering within the Stadium, on the Sports Legends Mall, or on the Counties Gateway Plaza, after the Opening Date shall only be provided by the Concessionaire, Concessionaire's Subconcessionaires or the Premium Concessionaire;

provided, however, that notwithstanding any provision contained in this Agreement to the contrary, (a) the District reserves the right to have Catering (except Alcoholic Beverages) provided to the District Executive Suite by any third party caterer selected by the District and (b) Event Participants in the operation of Field Events shall be permitted to have Catering (except Alcoholic Beverages) provided by any third party caterer selected by such Event Participant so long as such third party Catering takes place only at areas of the Real Property that are not generally accessible to Patrons, including, by way of example, Locker Rooms, staging and preparation areas and the backstage area at concerts; and (ii) any Catering on the Real Property, excluding the Stadium, on a day that a Home Game is scheduled shall only be provided by the Concessionaire, Concessionaire=s Subconcessionaires, or the Premium Concessionaire; provided, however, that any Person who is a party to a Sponsorship Agreement or similar agreement with SMC, PDB or any of their Affiliates may have such Catering provided on a day that a Home Game is scheduled by another third party caterer provided the Event shall not be held within the Stadium, on the Sports Legends Mall or on the Counties Gateway Plaza. Premium Concessionaire acknowledges that the Sponsorship Agreements may place restrictions upon Premium Concessionaire's marketing or promotional activities pertaining to Catered Events. The District or SMC, as applicable, shall advise Premium Concessionaire of any such restrictions, and Premium Concessionaire agrees to comply with the terms and provisions of the Sponsorship Agreements and agrees not to cause a violation of such terms and provisions by the District or by SMC and PDB, as applicable. Provided that Premium Concessionaire has received reasonable advance notice of such terms and provisions, Premium Concessionaire shall be responsible for Premium Concessionaire's costs associated with compliance with the terms and provisions of such Sponsorship Agreements. In the event that Premium Concessionaire has not received reasonable advance notice of such terms and provisions, the District or SMC, as applicable, shall reimburse Premium Concessionaire for the reasonable additional out-of-pocket expense incurred by Premium Concessionaire as a result of complying with the terms and provisions of the Sponsorship Agreements.

2. **Third Parties' Use of Catering Areas, Staffing Areas and Equipment.** Section 11.8 of the Original Management and License Agreement is amended to provide in its entirety as follows:

11.8 Third Parties' Use of Catering Areas, Staffing Areas and Equipment. If, in accordance with the terms of this Agreement, third parties are selected by either SMC or the District to provide Catering, in whole or in part, at any Catered Event or Culinary Event or are selected by Event Participants in Field Events to provide Catering for such Event Participants, the third parties shall not have access to or be permitted to use the Catering Areas, Staffing Areas or Equipment located therein without the prior written consent of Premium Concessionaire.

3. **Use of Intellectual Property.** Premium Concessionaire acknowledges and agrees that Premium Concessionaire's use of the logo, trademark, trade name, emblem, insignia, symbol or likeness of the Denver Broncos on any material is subject to the prior written approval of PDB as to form, copy and content, and such approval may be withheld in the sole and absolute discretion of PDB. Premium Concessionaire agrees to follow the General Guidelines for the Use and Approval of Intellectual Property attached hereto as **Exhibit A**.

4. **Conflict.** The parties hereto agree that the terms, covenants and conditions of the Management and License Agreement, as modified by this Second Amendment, shall remain and continue in full force and effect. If there is any conflict between the terms and provisions of this Second Amendment and the terms and provisions of the Management and License Agreement, the terms and provisions of this Second Amendment shall govern.

5. **Defined Terms.** Capitalized terms used herein but not defined herein shall have the respective meanings ascribed thereto in the Management and License Agreement.

6. **Construction and Headings.** The language in all parts of this Second Amendment shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the parties hereto. The headings of the several sections of this Second Amendment are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Second Amendment.

7. **Governing Law.** This Second Amendment shall be governed by and construed in accordance with the laws of the State of Colorado, without giving effect to conflicts of law principles.

8. **Amendment.** No amendment or modification of this Second Amendment shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective authorized representatives.

9. **Counterparts.** This Second Amendment may be may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

10. **No Third Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Second Amendment, and all rights of action relating to such enforcement, shall be strictly reserved to the District, SMC, PDB and Premium Concessionaire and nothing contained in this Second Amendment shall give or allow any such claim or right of action by any other or third person. It is the express intention of the District, SMC, PDB and Premium Concessionaire that any Person other than the District, SMC, PDB and Premium Concessionaire receiving benefits under this Second Amendment shall be deemed to be an incidental beneficiary only.

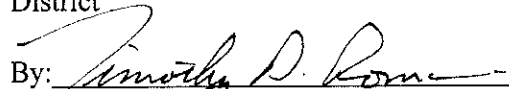
11. **Entire Agreement.** With respect to the matters addressed herein, this Second Amendment constitutes the entire understanding and agreement among the Parties and supersedes all prior written or oral understandings and agreements among the Parties.

12. **Successors and Assigns.** Subject to the provisions of Section 69.15 of the Management and License Agreement, this Second Amendment and the terms, conditions and obligations herein contained shall be binding upon and inure to the benefit of the Parties and each of their respective successors and assigns.

IN WITNESS WHEREOF, the District, SMC, PDB and Premium Concessionaire have duly executed this Second Amendment as of the date first written above.


DISTRICT:

METROPOLITAN FOOTBALL STADIUM DISTRICT, a body corporate and politic and a political subdivision of the State of Colorado, as the District

By: 
Name: Timothy D. Romani
Title: Executive Director

SMC:


STADIUM MANAGEMENT COMPANY, LLC, a Colorado limited liability company, as SMC

By: 
Name: J. Allen Fears
Title: Chief Financial Officer

PDB:

PDB SPORTS, LTD., a Colorado limited partnership

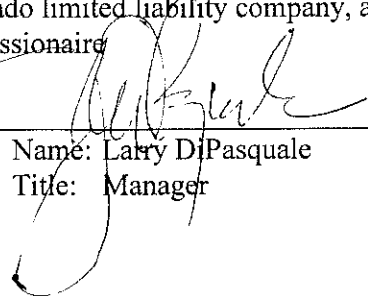
By: Bowlen Sports, Inc., an Arizona corporation, general partner

By: 
Name: J. Allen Fears
Title: Chief Financial Officer

PREMIUM CONCESSIONAIRE:

EPICUREAN ENTERTAINMENT, LLC d/b/a
EPICUREAN SPORTS ENTERPRISES, a
Colorado limited liability company, as Premium
Concessionaire

By: _____


Name: Larry DiPasquale
Title: Manager