

Payments, and any other sums payable by Premium Concessionaire hereunder shall not be reduced.

- 66.2 In the event the District and SMC or Premium Concessionaire elects to terminate this Agreement pursuant to the provisions of this Section 66.1, the District and SMC shall pay to the Premium Concessionaire an amount equal to the Unamortized Equipment Investment within one hundred eighty (180) days from the date such termination becomes effective. The provisions of this Section 66.2 shall survive the termination of this Agreement.

67. Non-Waiver

- 67.1 No failure or delay on the part of any Party in exercising any right, power or privilege hereunder and no course of dealing between the District, SMC or PDB and Premium Concessionaire shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. The rights and remedies herein expressly provided are cumulative and not exclusive of any rights or remedies which any Party would otherwise have. No notice to or demand on any Party in any case shall entitle such Party to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of any Party to any other or further action in any circumstances without notice or demand.

68. Late Fee and Interest

- 68.1 Late Fee. If any payment required to be made by Premium Concessionaire under this Agreement is not paid within ten (10) days after the date such payment is due, then, at the option of the District or SMC, as applicable, Premium Concessionaire shall pay a late charge equal to five percent (5%) of the amount of that payment to compensate the District or SMC, as applicable, for administrative expenses and other costs of delinquent payments or \$25.00, whichever is greater. This late charge may be assessed without notice, shall be immediately due and payable and shall be in addition to all other rights and remedies available to the District or SMC.
- 68.2 Interest. If any payment required to be made by Premium Concessionaire under this Agreement is not paid within ten (10) days after the date such payment is due, then, commencing on the eleventh (11th) day after the date such payment is due, interest shall accrue on such payment at the fixed rate of the greater of twelve percent (12%) per annum or five percent (5%) in excess of the Prime Rate (as the Prime Rate is published on such eleventh (11th) day). This interest charge may be assessed without notice, shall be immediately due and payable and shall be in addition to all other rights and remedies available to the District or SMC.

69. Miscellaneous

- 69.1 Headings Not Descriptive. The headings of the several Sections and subsections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.
- 69.2 Entire Agreement. This Agreement constitutes the final, exclusive and entire understanding and agreement between the Parties hereto and supersedes all prior written or oral representations, statements, understandings and agreements among such Parties with respect to the matters addressed in this Agreement. In particular, and without limitation, the terms of the RFP and Guarantor's proposal are merged into and superseded by this Agreement. Except as incorporated in writing in this Agreement, there are not, and were not, and no Persons are or were authorized by the District, SMC or PDB to make any representations, understandings, stipulations, agreements or promises, oral or written, with respect to the matters addressed in this Agreement.
- 69.3 Counterparts. This Agreement may be executed in any number of counterparts and by the different Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.
- 69.4 No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Premium Concessionaire, the District, SMC and PDB, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third Person. It is the express intention of Premium Concessionaire, the District, SMC and PDB that any Person other than Premium Concessionaire, the District, SMC or PDB receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- 69.5 No Guarantees.
- 69.5.1 Neither the District, SMC nor PDB, has promised or guaranteed to the Premium Concessionaire or Guarantor any level of attendance at Events.
- 69.5.2 The District and SMC expect, but make no representation or guaranty, that construction of the Stadium will be completed. The District, SMC and Premium Concessionaire agree that if, at any time, the failure to complete construction of the Stadium shall cause the termination of the Lease, then this Agreement shall automatically terminate. Premium Concessionaire shall have access to the Stadium at least fourteen (14) days prior to the Opening Date for the limited purposes expressly set forth in this Agreement. If for any reason the Opening Date has not occurred on or before November 1, 2002, Premium Concessionaire shall have the option to terminate this Agreement. If Premium Concessionaire has not exercised such option by December 31, 2002, then at any time thereafter, the District and SMC may notify Premium Concessionaire in writing of a projected Opening Date (the "Notice of

Projected Opening Date"), which date shall be reasonably estimated by the District and SMC to occur within six (6) months after the date of the Notice of Projected Opening Date. Premium Concessionaire must then exercise such option, if at all, within ten (10) Business Days after the date of the Notice of Projected Opening Date by providing written notification thereof to the District and SMC. If Premium Concessionaire exercises such option, then this Agreement shall terminate and the Parties shall have no further liability or obligation to each other except as otherwise provided in this subsection 69.5.2. If Premium Concessionaire fails to notify the District and SMC of its exercise of such option within ten (10) Business Days after the date of the Notice of Projected Opening Date, such option shall terminate and be of no further force or effect, and the terms and provisions of this Agreement shall be and remain in full force and effect. In the event of any termination pursuant to this subsection 69.5.2, the District and SMC shall reimburse Premium Concessionaire within sixty (60) days after the date of the termination for all of Premium Concessionaire's Investment through the date of termination and for any amounts that Premium Concessionaire is required to pay with respect to any non-cancellable contracts entered into for Pre-Opening Expenses or Equipment; provided, however, that all of Premium Concessionaire's interest in such contracts is assigned to the District and SMC.

- 69.6 Personal Services Contract. Subject to Section 69.15, Premium Concessionaire understands and agrees that this is a personal services contract granting rights to use facilities and equipment and to provide services as set forth herein.
- 69.7 No Liens or Encumbrances. Premium Concessionaire will hold the District, SMC and PDB harmless from actions by Premium Concessionaire's or any Premium Concessionaire Parties' suppliers and will permit no liens whatsoever to be placed against the Stadium, the Real Property or any property of the District, SMC, or PDB as a result of the failure of Premium Concessionaire or any Premium Concessionaire Party to make all payments required of them. Premium Concessionaire shall, at all times, keep the Stadium Premises, the Stadium, the Real Property and all improvements thereon and all equipment therein which is owned by the District, SMC or PDB free from any liens arising out of any work performed, material furnished or obligations incurred by or through Premium Concessionaire or any Subconcessionaire. If a notice of lien is filed against any part of the Stadium Premises, the Stadium, the Real Property or any improvements thereon or any equipment therein which is owned by the District or SMC by a supplier of Premium Concessionaire or any Premium Concessionaire Party, or as a result of some action by Premium Concessionaire or any Premium Concessionaire Party, then Premium Concessionaire shall cause such lien to be discharged within seven (7) Business Days after notice from the District or SMC. If Premium Concessionaire fails to discharge any such lien, then the District and SMC shall have the right (but not the obligation) to pay or discharge any such lien or claim of lien or treat such lien or claim of lien as Premium Concessionaire's Event of Default under the terms of this Agreement.

Should the District or SMC elect to pay or discharge any such lien or claim of lien, then Premium Concessionaire shall pay to the District or SMC all of the District's or SMC's expenses incurred, including reasonable attorneys' fees. In addition, the District or SMC may, at their option and with Premium Concessionaire's full cooperation, timely post and record, if permitted by applicable Law, any notices, including notices of non-responsibility for materials and labor delivered to or performed upon the Stadium Premises, the Stadium, the Real Property to protect the District and SMC from Premium Concessionaire's activity on or about the Stadium and Real Property and from the filing of mechanic's, materialmen's, or other liens.

- 69.8 **Notice.** Until written notice of change of address is given by the Parties to this Agreement in accordance with this subsection 69.8, any notices, consents, approvals, demands, requests or other communications (the "Notices") given or required to be given under this Agreement shall be deemed sufficiently given or rendered only if in writing (unless oral notice is expressly specified herein), and (a) sent by hand (receipt required), (b) sent by reputable overnight courier such as Federal Express, or (c) sent by registered or certified mail (return receipt requested) when, if given to the District, the Notices shall be addressed to:

Metropolitan Football Stadium District
2195 Blake Street, Suite 300
Denver, CO 80205
Attn: Executive Director

If given to SMC, Notices shall be addressed to:

Stadium Management Company, LLC
1700 Eliot Street
Denver, Colorado 80204
Attn: J. Allen Fears

with a copy to:

Stadium Management Company, LLC
13655 Broncos Parkway
Englewood, CO 80112
Attn: J. Allen Fears

If given to PDB, Notices shall be address to:

PDB Sports, Ltd.
13655 Broncos Parkway
Englewood, CO 80112
Attn: Joe Ellis

And if given to Premium Concessionaire, Notices shall be addressed to:

Epicurean Entertainment, LLC
6022 South Holly
Greenwood Village, CO 80111
Attn: Larry DiPasquale

with a copy to:

Epicurean Entertainment, LLC
1700 Eliot Street
Denver, Colorado 80204
Attn: Larry DiPasquale

with an additional copy to:

Epicurean Catering, LLC
6022 South Holly
Greenwood Village, CO 80111
Attn: Paul Aylmer

Any Notices shall be deemed to have been rendered or given on the date when such Notices shall have been delivered or the date delivery is rejected, if sent by hand, or two (2) days after mailing, if sent by registered or certified mail, or one day after such Notices are sent, if sent by overnight courier.

69.9 Governing Law. This Agreement is entered into in the City, and shall be governed by and construed in accordance with the laws of the State, without giving effect to conflict of laws principles. The Parties agree that the exclusive venue for any claims or actions arising under or in relation to this Agreement and the rights, responsibilities, and duties of the Parties hereunder shall be in the City.

69.10 Dispute Resolution.

69.10.1 Premium Concessionaire, the District, SMC and PDB shall first attempt to resolve all disputes, controversies or claims arising out of or related to this Agreement (a "Dispute") by negotiation (among the Parties and without a neutral or facilitator) within ten (10) Business Days following a written request for negotiation by any Party. If the Parties resolve their Dispute through negotiation, the resolution shall be reduced to a form of written agreement which shall be binding upon the Parties and shall preclude any litigation with respect to the Dispute. In the event the Parties to a Dispute cannot reach agreement through negotiation within ten (10) Business Days following such request for negotiation, on the demand of any Party in accordance with subsection 69.10.3, such Dispute shall be resolved by binding

arbitration in accordance with the Commercial Arbitration Rules of the AAA then in effect except as modified in this Section 69.10. Notwithstanding the foregoing, any Dispute where the District or SMC seeks payment of any Commissions or SMC Guaranteed Annual Payments or where Premium Concessionaire seeks payment of Premium Concessionaire's Investment pursuant to subsection 69.5.2 or payment of any Unamortized Equipment Investment or Unamortized Premium Concessionaire Investment, shall not be subject to negotiation and/or arbitration unless the Parties to such Dispute agree in writing to submit the Dispute for negotiation and/or arbitration.

- 69.10.2 Any arbitration shall occur in the City.
- 69.10.3 If the Parties have been unable to resolve a Dispute through negotiation within ten (10) Business Days, any Party may commence the arbitration by written demand to AAA with a copy to all other Parties subject to the dispute. The arbitration shall be held before a panel of three (3) arbitrators selected in accordance with Section R-13 of the AAA Commercial Arbitration Rules, provided that each of the Parties to the arbitration shall have the opportunity to reject within five (5) Business Days any arbitrator proffered, and in no event will the AAA have the power to appoint an arbitrator unless the procedures in Section R-13(a) and (b) (but for the last sentence of R-13(b)) have failed to yield a panel of three (3) arbitrators after submission of three (3) lists. The arbitrators supplied by the AAA shall be attorneys with at least ten (10) years of experience as attorneys and/or judges and shall have experience as arbitrators.
- 69.10.4 Once the arbitrators are selected, an arbitration hearing shall be commenced as soon as practicable. Such arbitration shall be held in accordance with the AAA Commercial Arbitration Rules, unless otherwise provided herein.
- 69.10.5 Unless the Parties otherwise agree, discovery shall be limited to no more than five depositions per Party and an informal exchange of documents related to the subject matter of the arbitration, as the arbitrators may direct.
- 69.10.6 In any arbitration conducted pursuant to this Agreement, the arbitrators shall express their decision in a writing delivered to each Party to the arbitration, which writing shall explain the reasons for the decision and state the legal basis for the decision. The Laws of the State shall apply to the arbitration. The arbitrators shall render a written decision on and deliver the decision to each Party to the arbitration, within fifteen (15) days after the close of the hearing.

- 69.10.7 Each Party to any arbitration hereunder shall bear its own costs and fees and an equal share of the fees and expenses of the arbitrator and administrative fees of the arbitration.
- 69.10.8 Any Party to an arbitration conducted hereunder may seek reconsideration of all or any part of the original decision of the arbitrators by filing a written request with the arbitrators and serving the same on all the other Parties to the arbitration within ten (10) days after the date of delivery of the arbitrators' original decision. Any other Party may file a written response to such request within ten (10) days after receipt of the request for reconsideration. No further replies will be permitted. The arbitrators shall consider any such request either based solely on the documents filed or after a hearing, as they may determine in their sole discretion. The arbitrators shall issue a written decision on any such request within fifteen (15) days after the submission of any response hereunder or within twenty-five (25) days after the submission of the request for reconsideration if no response is submitted.
- 69.10.9 There shall be no right to appeal from the final decision of the arbitrators in any arbitration conducted hereunder, except on those grounds set forth in the Federal Arbitration Act or where the arbitrators have failed to follow the applicable law. The decision shall be final and binding on the Parties to the arbitration, and judgment upon any decision rendered by the arbitrators may be entered in any court having jurisdiction and enforced in the manner that judgments of said court are normally enforced.
- 69.11 Waiver of Trial by Jury. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF PREMIUM CONCESSIONAIRE, THE DISTRICT, SMC AND PDB HEREBY IRREVOCABLY WAIVES ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY MATTER ARISING HEREUNDER OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY.
- 69.12 Subordination. This Agreement shall be subject and subordinate at all times to the Lease and the Sublease and to the lien of any mortgage, deed of trust or other security instrument, or ground lease, master lease or primary lease heretofore or hereafter granted by the District or SMC and encumbering the Real Property or any part thereof or any interest therein (including any leasehold interest) and all renewals, modifications, consolidations, replacements and extensions thereof (all of which are herein referred to collectively as "Mortgage"); provided, however, that (a) the District, SMC and PDB agree not to disturb Premium Concessionaire's rights under this Agreement provided that Premium Concessionaire is not in default in the

performance of the Obligations hereunder beyond any applicable grace or cure period; and (b) the grantor under any Mortgage shall obtain from the holder of any Mortgage a non-disturbance agreement in form and content reasonably acceptable to such holder providing that Premium Concessionaire's rights under this Agreement shall not be disturbed or interfered with so long as Premium Concessionaire is not in default in the performance of its Obligations beyond any applicable grace or cure period. Premium Concessionaire shall be permitted to negotiate a non-disturbance agreement with Lender; provided, however that Premium Concessionaire shall reimburse SMC for any attorneys' fees incurred by Lender and paid by SMC pursuant to the terms and conditions of the Credit Agreement within ten (10) Business Days after receipt of written demand from SMC. Notwithstanding the foregoing provisions of this Section 69.12, neither the District, SMC nor PDB shall have any obligation to obtain a non-disturbance agreement from the Lender or the Banks except to the extent a non-disturbance provision is included within Exhibit A hereto. This provision will be self-operative, and no further instrument or subordination will be required in order to effect it. Nevertheless, Premium Concessionaire will execute, acknowledge and deliver to the District and SMC at any time, or from time to time, upon demand by the District or SMC, such documents as may be reasonably requested by the District or SMC, to confirm or effect this subordination. If Premium Concessionaire is obligated to and fails or refuses to execute, acknowledge and deliver any such document within ten (10) Business Days after written demand, Premium Concessionaire shall be in default under this Agreement.

- 69.13 Estoppel Certificates. Premium Concessionaire shall, without charge, at any time and from time to time, within ten (10) Business Days after written request therefor from the District or SMC, execute, acknowledge and deliver a written estoppel certificate certifying the following: (i) whether or not this Agreement is unmodified and in full force and effect (or if there have been modifications, that this Agreement is in full force and effect as modified and stating such modifications), (ii) whether or not Premium Concessionaire has accepted a license to the Catering Areas and is currently operating the Stadium Catering; (iii) whether or not Premium Concessionaire has knowledge of any then uncured default by the District or SMC under this Agreement (and if Premium Concessionaire has such knowledge, specifying the same in detail), (iv) the address of Premium Concessionaire to which notices should be sent, and (v) any other factual information reasonably requested by the District or SMC.
- 69.14 Relationships. All Parties to this Agreement understand and agree that Premium Concessionaire is an independent contractor and not an agent, servant, employee, joint venturer or partner of the District, SMC or PDB, and nothing contained in this Agreement or in the performance of the obligations of the Parties hereunder shall be deemed to constitute or create the relationship of agent, servant, employee, joint venturer or partner between or among Premium Concessionaire, the District, SMC and PDB.

69.15 Premium Concessionaire Assignment and Transfer Restrictions. Without the prior written consent of the District and SMC which may be withheld in their sole and absolute discretion, Premium Concessionaire shall not, either voluntarily or by operation of law, sell, assign, encumber, sublicense, pledge, hypothecate, exchange, gift or otherwise transfer any interest in this Agreement, or any part thereof, or permit the sale, assignment, transfer, pledge or hypothecation of any beneficial ownership interest in Premium Concessionaire (any such sale, assignment, encumbrance, sublicense, pledge, hypothecation, exchange, gift or transfer is hereinafter referred to as a "Transfer"). Notwithstanding the foregoing provisions of this Section 69.15 to the contrary, Premium Concessionaire shall be permitted to transfer all, but not less than all, of its interest in this Agreement to the Affiliate that wholly owns Premium Concessionaire and has the name "Epicurean Catering, LLC"; provided all of the following are delivered to the District and SMC: [A] the name, address and phone number of the Affiliate proposed to receive the transfer of Premium Concessionaire's interest in this Agreement (the "Permitted Successor Premium Concessionaire"); [B] financial information with respect to the Permitted Successor Premium Concessionaire as the District and SMC shall reasonably require; and [C] four (4) originally signed copies of the document evidencing the transfer of Premium Concessionaire's interest in this Agreement to the Permitted Successor Premium Concessionaire on a form approved by the District and SMC. Notwithstanding any transfer of Premium Concessionaire's interest in this Agreement to a Permitted Successor Premium Concessionaire, Premium Concessionaire shall remain fully and primarily liable for the payment of the Commissions and the SMC Guaranteed Annual Payments and for the performance of all other Obligations to the same extent as if such transfer had not occurred. Any Transfer or attempted Transfer of any interest in this Agreement by Premium Concessionaire in contravention of the provisions of this Section 69.15 and any transfer or attempted transfer of Premium Concessionaire's interest in this Agreement to a Permitted Successor Premium Concessionaire without complying with all the requirements set forth in this Section 69.15 shall be null, void, and of no effect but shall not constitute a breach of this Agreement, and the District and SMC shall have the option to terminate this Agreement by written notice to Premium Concessionaire as of any date selected by the District and SMC, provided that such date is not later than the last day of the Contract Year during which the District and SMC become aware of such Transfer or attempted Transfer. In the event that the District and SMC elect to terminate this Agreement pursuant to the provisions of this Section 69.15, neither the District nor SMC shall be obligated to pay any Early Termination Fee but shall be obligated to pay the Unamortized Equipment Investment as provided herein.

69.16 SMC Assignment. SMC shall have the right to assign its rights under this Agreement and SMC's rights to receive Commissions and other amounts receivable by SMC hereunder to the Lender, the Banks or any other bank, lending or financing institution, to secure any indebtedness of SMC. If SMC notifies Premium Concessionaire of any such assignment to the Lender or the Banks, then Premium Concessionaire shall, if and when requested by the Lender in writing, pay all

Commissions and other amounts payable by Premium Concessionaire to SMC hereunder directly to the Lender.

69.17 District/SMC Transfer of Interest. SMC shall have the right, upon notice to Premium Concessionaire, to sell, assign or otherwise transfer all or any portion of its interest under this Agreement to any permitted transferee of SMC's interest under the Lease and Sublease or to the District in the event the Lease is terminated or SMC's rights to manage the Stadium under the Lease are relinquished or terminated. The District shall have the right, upon notice to Premium Concessionaire, to sell, assign or otherwise transfer all or any portion of its interests under this Agreement to any permitted transferee of the District's interest in the Lease. Any transferee of SMC or the District (other than the Banks or the Lender) shall, as a condition of such assignment or transfer, agree in writing to assume the obligations of the transferring Party which arise under this Agreement on and after the date of such assignment or transfer.

69.18 Binding Effect. Subject to the provisions of Section 69.15, this Agreement and the terms, conditions and obligations herein contained shall be binding upon and inure to the benefit of the Parties hereto and each of their respective successors and assigns.

69.18.1 The Parties understand and agree that, in the event that SMC's rights under the Lease are terminated, this Agreement and the terms, conditions and obligations herein contained shall be binding on the successor-in-interest to SMC under the Lease. In addition, the Parties understand that the interest of SMC under the Lease and this Agreement may be bifurcated so that, for example, PDB may be the successor-in-interest to SMC for obligations relating to Home Games and the District or some other third party may be the successor-in-interest to SMC for obligations relating to Events other than Home Games. SMC shall be released from any obligations under this Agreement which arise after the date of termination of SMC's rights under the Lease.

69.19 Amendment. No amendment or modification of this Agreement shall be valid or binding unless made in writing and signed on behalf of the Parties.

69.20 Severability. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

69.21 Complete Operations Delay Fee. If any negligent action or omission or willful misconduct of Premium Concessionaire is the sole and entire cause of the inability to provide Stadium Catering in any Executive Suite at any Home Game and SMC does not exercise its self help remedy pursuant to Section 69.23, then, Premium Concessionaire shall pay SMC a delay fee ("Complete Operations Delay Fee"),

calculated as follows: for each such Home Game, Two Thousand Five Hundred Dollars (\$2,500) per Executive Suite at which Premium Concessionaire fails to provide Stadium Catering during such Home Game. THE PARTIES AGREE THAT THE COMPLETE OPERATIONS DELAY FEE WILL CONSTITUTE LIQUIDATED DAMAGES FOR THE FAILURE TO OPEN, OPERATE OR PROVIDE STADIUM CATERING IN ANY EXECUTIVE SUITE AT ANY HOME GAME CAUSED BY THE NEGLIGENT ACTIONS OR OMISSIONS OR WILLFUL MISCONDUCT OF THE PREMIUM CONCESSIONAIRE AND SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF THE DISTRICT, SMC AND PDB WITH RESPECT TO ANY SUCH DELAY OR FAILURE. THE PARTIES ACKNOWLEDGE THAT THE DISTRICT, SMC AND PDB WILL INCUR SUBSTANTIAL DAMAGES IN THE EVENT OF ANY SUCH DELAY OR FAILURE, THAT ANY ACTUAL DAMAGES WOULD BE EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN AND THAT THE AMOUNT OF THE COMPLETE OPERATIONS DELAY FEE REPRESENTS THE PARTIES' REASONABLE ESTIMATE OF SUCH DAMAGES. THE PARTIES FURTHER ACKNOWLEDGE THAT THE AMOUNT OF THE LIQUIDATED DAMAGES CALCULATED HEREUNDER DOES NOT INCLUDE ANY PENALTY.

69.22 Force Majeure. If Premium Concessionaire, the District, SMC or PDB is prohibited or prevented, directly or indirectly, from performing any of its obligations under this Agreement by reason of fire or other casualty, act of God, war, holocaust, riot, strike, labor dispute, boycott, intervention by civil or military government authorities, orders of the judiciary, rules of the NFL applicable to all Franchises, strike, lockout or other labor dispute, or any other cause whatsoever beyond the normal control of Premium Concessionaire, the District, SMC or PDB, as the case may be, the Party so prohibited or prevented from performing shall be exonerated and excused from such performance until such time as the cause terminates or is removed. During such period of prevention or prohibition, the Party so affected shall at all times act diligently and in good faith to bring about its termination as promptly as reasonably possible.

69.23 Continuing Obligations. Notwithstanding Section 69.22 in the event of a strike, lockout or other labor dispute involving employees of Premium Concessionaire, Premium Concessionaire shall continue to provide all services required by this Agreement. In the event that Premium Concessionaire is unable to provide the services or a portion of the services covered by this Agreement, for any reasons specified in the preceding Section 69.22, the District and SMC may provide such service or portion thereof, in such manner as each may deem proper and to the extent necessary to provide such services, and until the Premium Concessionaire resumes providing such services, the District and SMC shall not be required to observe the provisions of subsection 33.1.2. In the event the District or SMC provide such service or portion thereof, the District or SMC (whichever is applicable) shall be permitted to retain all revenue generated therefrom, and to use therefor any of the Premium Concessionaire's inventory which are available provided that the District

and SMC, as may be applicable, shall reimburse Premium Concessionaire for Premium Concessionaire's Inventory actually used at the actual cost thereof to Premium Concessionaire.

- 69.24 Deliveries. Premium Concessionaire shall monitor the movement of products in and out of the Stadium to avoid conflicts with and disruption of Events. Premium Concessionaire shall cover or otherwise protect all Food, Beverages and Food handling equipment being moved through public areas of the Stadium.
- 69.25 Time is of the Essence. Time is of the essence of this Agreement and performance of each Party's obligations hereunder; provided, however, that nothing in this Section 69.25 shall be construed to override or conflict with any grace or cure periods provided in this Agreement.
- 69.26 Confidentiality. Each Party may be exposed to trade secrets or other confidential information or proprietary information and materials of the other Parties ("Confidential Information"). Each Party agrees to hold in confidence and not use or disclose any Confidential Information, except that a Party may use or disclose Confidential Information which (i) is known to the receiving Party at the time of disclosure and is not then subject to any confidentiality restriction; (ii) before or after the time of disclosure, becomes publicly known, not as a result of any action or inaction of the receiving Party; (iii) is obtained by the receiving Party from a third party which has no obligation of confidentiality; (iv) is developed by the receiving Party completely independently of any disclosure from the disclosing Party; or (v) is required by law to be disclosed to a court or other governmental authority. Upon request, each Party will promptly return all copies of documents or other materials containing Confidential Information of another Party. In the event of a breach or threatened breach of this Section, the non-breaching Party shall be entitled to all remedies available at law or in equity, including, but not limited to, a temporary restraining order or injunction to prevent disclosure or use of any Confidential Information. This Section shall survive the expiration or termination of this Agreement.
- 69.27 Trade Name. In the course of conducting and performing the Obligations and exercising the rights and privileges hereunder, Premium Concessionaire covenants and agrees to use the names "Epicurean Entertainment, LLC" and "Epicurean Entertainment" and shall not use the trade name "Epicurean Sports Enterprises, LLC" or any other trade name containing the word "sports" or any variation thereof.
- 69.28 Guaranty. Contemporaneously with Premium Concessionaire's execution and delivery of this Agreement to the District, SMC and PDB, Premium Concessionaire shall cause Epicurean Catering, LLC, a Colorado limited liability company (the "Guarantor"), to execute and deliver its guaranty ("Guaranty") to the District, SMC and PDB in the form and content of Exhibit F attached hereto. Premium Concessionaire acknowledges that delivery of the Guaranty is a condition precedent to the District's, SMC's and PDB's execution of this Agreement.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have caused their duly authorized officers to execute and deliver this Agreement as of the date first above written.

DISTRICT:

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

By: Timothy D. Romani

Name: Tim Romani

Title: Executive Director

SMC:

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

By: J. Allen Fears

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: J. Allen Fears

Name: J. Allen Fears

Title: Chief Financial Officer

PREMIUM CONCESSIONAIRE:

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

By: 

Name: Larry DiPasquale

Title: Manager

SCHEDULE I
TO PREMIUM CONCESSION MANAGEMENT
AND LICENSE AGREEMENT

DEFINED TERMS

"AAA" shall mean the American Arbitration Association.

"Actual Cost" shall mean the actual out-of-pocket expenses incurred by Premium Concessionaire (excluding any overhead and administration expenses) in (i) the purchase of Food and Beverages, and (ii) the labor to prepare and serve Food and Beverages for Catering services at [A] the Owner's Executive Suite, [B] the District's Executive Suite, [C] Private SMC Functions, and [D] Private District Functions. Actual Cost shall be determined by Premium Concessionaire and at the request of the Event Host Premium Concessionaire shall provide reasonable evidence supporting the calculation of Actual Cost.

"ADA" means the Americans With Disabilities Act of 1990, together with any rules or regulations promulgated thereunder, as the same may be amended from time to time.

"Additional Equipment" shall mean equipment for the operation of Stadium Catered Events in addition to the Equipment including tables, chairs, linens, trays, stands, tents, flatware, glasses, dishes, audio-visual equipment, dance floors, stage equipment, platforms, decorations, lighting equipment, sound equipment and furniture.

"Affiliate" shall mean, with respect to any Person, any other Person directly or indirectly controlling (including all directors, officers, managers and general partners of such Person), controlled by, or under direct or indirect common control with such Person. A Person shall be deemed to control another Person if the first Person possesses, directly or indirectly, the power to (i) vote ten percent (10%) or more of the securities having ordinary voting power for the election of directors or other governing body of a corporation or ten percent (10%) or more of the partnership, limited liability company or other ownership interest of a partnership or limited liability company, or (ii) direct or cause the direction of the management and policies of such corporation, partnership or limited liability company, whether through the ownership of voting securities or ownership interest, by contract or otherwise. This definition shall not be construed or interpreted as imposing personal liability on any such directors, officers, managers, members and partners of such Person.

"Agreement" shall mean this Premium Concession Management and License Agreement and all exhibits and schedules attached hereto.

"Agreement for Services" shall mean any contract or agreement (the form and content of which has been reasonably approved by the District and SMC no later than sixty (60) days prior to the Opening Date) pursuant to which Premium Concessionaire agrees to provide Food, Beverages, or other Catering-related services to an Executive Suite Licensee or a Banquet Licensee, as such agreement may be amended, supplemented or modified. Each Agreement for Services shall set forth the Food and Beverage items and related services requested by the Executive Suite Licensee or Banquet Licensee. Each Agreement for Services entered into by and between Premium Concessionaire and a Banquet Licensee shall permit the termination of such Agreement for Services by Premium Concessionaire not less than thirty (30) days prior to the date on which the Stadium Catered Event is scheduled to occur upon Premium Concessionaire's (i) payment of the Cancellation Fee and (ii) refund of any deposit paid by such Banquet Licensee with respect to such Stadium Catered Event. Premium Concessionaire agrees to deliver a proposed format for the Agreement for Services to SMC on or before April 1, 2001.

"Alcohol Awareness Training" shall mean program(s) which provides bartenders, servers and other staff with techniques that help prevent alcohol abuse situations, drunk driving and underage consumption of Alcoholic Beverages. Such program(s) shall also provide instruction to bartenders, servers and other staff in anticipating and responding to alcohol-related situations in a manner which will benefit the Patrons, Premium Concessionaire, Premium Concessionaire Parties, the District, SMC and Event Participants.

"Alcoholic Beverages" shall mean any drinks or liquids with an alcohol content including, beer, wine, whiskey, scotch, vodka, gin, tequila, vermouth, liquors and mixed drinks.

"Alterations" shall have the meaning set forth in Section 30.1.

"Ancillary Services" shall mean services generally provided in connection with a Catered Event but not directly involving Food and Beverage service including, by way of example, valet services, coat checking, photography, entertainment, floral arrangements, decorations, lighting, staging, audio or visual sound systems, special food production items (e.g., wedding cake).

"Approved Food and Beverages" shall have the meaning set forth in Section 17.2.

"Approved New Name" shall have the meaning set forth in Section 22.1.

"Banks" shall have the meaning set forth in the Credit Agreement.

"Banquet Licensee" shall have the meaning set forth in Section 9.3.

"Best Management Practices" means the methods, measures, practices and procedures promulgated from time to time by SMC, PDB, the District or any Governmental Authority which are utilized at the Stadium and the Real Property to protect and improve surface water, groundwater and overall water quality pursuant to the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq., as amended. The Best Management Practices in effect as of the date of execution of the Agreement are described in Schedule VI hereto as the same may be amended and supplemented, provided that, subject to Article 55, Premium Concessionaire shall be entitled to reimbursement from the Catering Areas and Equipment Repairs and Replacement Reserve Fund for any out-of-pocket expenses incurred by Premium Concessionaire due to physical changes to the Stadium or the Real Property resulting from any such amendment or supplementation.

"Beverages" shall mean consumable drinks and liquids of all kinds, including water, milk and other dairy products, soft drinks, sports drinks, juices, coffee, tea, Alcoholic Beverages and Branded Products.

"Branded Products" shall mean Food or Beverage items which are advertised, marketed and sold outside the Stadium in regular retail outlets to the general public under the same brand name which the product is offered for sale inside the Stadium.

"Business Day" shall mean any day excluding Saturday, Sunday and any day which in the City, is a legal holiday or a day on which banking institutions are authorized or required by Law or other government actions to close.

"Cancellation Fee" shall mean a reasonable termination fee, in an amount which shall not exceed twenty-five percent (25%) of the total contract price of the Food and Beverage items and related services as set forth on the Agreement for Services entered into by and between Premium Concessionaire and a Banquet Licensee, to be paid by Premium Concessionaire to such Banquet Licensee upon Premium Concessionaire's exercise of its right to terminate such Agreement for Services.

"Catered Event" shall mean any Event that is not open to members of the general public and involves use of banquet, dining or other areas of the Stadium or Real Property. Catered Events shall include Executive Suite Catered Events and Stadium Catered Events.

"Catering" shall mean Food and Beverage functions where payment is received from one party for pre-arranged services including, but not limited to, suite service, dinner banquets and receptions.

"Catering Areas" shall mean areas within the Stadium for the management, administration, storage, preparation and sale of Food and Beverages by Premium Concessionaire as designated from time to time by the District and SMC pursuant to the provisions of Section 4.1 and each such area is defined as a "Catering Area." Catering Areas shall include those areas delineated

by cross-hatching on **Schedule II** hereof, including the Marketing Area, as the same may be changed or modified pursuant to the provisions of Sections 4.1 and 4.8.

"Catering Areas Alteration" shall have the meaning set forth in Section 4.1.

"Catering Areas and Equipment Repairs and Replacements" shall have the meaning set forth in Section 55.1.

"Catering Areas and Equipment Repairs and Replacement Reserve Fund" shall have the meaning set forth in Section 55.1.

"Catering Wares" shall mean all Equipment used in the service and presentation of Food and Beverages including spoons, forks, knives, cutlery, serving utensils, flatware, dishes, bowls, glasses, cups, saucers, serving bowls, pitchers, carafes, condiment containers, chaffing dishes, tablecloths, napkins and other linens.

"Charities" shall mean non-profit charitable organizations which represent themselves to have qualified as tax-exempt under 26 U.S.C. §501(c)(3) (as the same may be amended).

"City" shall mean the City and County of Denver, a municipal corporation organized and existing by virtue of Article XX of the Constitution of the State of Colorado.

"Club" shall mean any Person owning a Franchise.

"Club Level Catered Event" shall have the meaning set forth in Section 10.1.

"Club Lounges" shall mean the lounges located on the concourse at the same level of the Stadium as the Club Seats as delineated on **Schedule II** hereof, as the same may be changed or modified in accordance with Section 4.1.

"Club Seats" shall mean the approximately 8,700 premium club seats at the Stadium that are generally designated as such in promotional, marketing or other documents or publications.

"Commissions" shall mean the commissions payable to SMC or the District pursuant to the terms of Sections 26.1 and 26.2.

"Comparable Stadiums" shall mean other stadiums hosting NFL football games which have been constructed or subject to major renovation after January 1, 1996.

"Complete Operations Delay Fee" shall have the meaning set forth in Section 69.21.

"Concessionaire" shall mean Service America Corporation d/b/a Volume Services America, a Delaware corporation, or any successor(s) providing Concessions to the Stadium Bowl and Club Seats and Premium Concessions in the Club Lounges.

"Concessionaire's Subconcessionaires" shall mean all of the "Subconcessionaires" as defined in the General Concession Agreement.

"Concessions" shall mean the preparation, marketing and sale of Food, Beverages or Merchandise.

"Confidential Information" shall have the meaning set forth in Section 69.26.

"Consent and Agreement" shall have the meaning set forth in Section 6.9.

"Contract Year" shall mean that period from February 1st to January 31st; provided, however, that the first Contract Year under this Agreement shall mean that period from the Opening Date to the next following January 31st.

"Counties Gateway Plaza" shall mean the area located at the western entrance to the Stadium which is depicted by cross-hatching on Schedule II-B as the same may be changed or modified.

"Credit Agreement" shall mean that Credit Agreement dated as of June 9, 1999 between SMC and Lender concerning a \$150,000,000 credit facility.

"Culinary Event" shall mean a Field Event or Non-Field Event which primarily features Food cuisine, Beverages or culinary arts. Culinary Events shall include, for example, The Festival of Mountain and Plain: A Taste of Colorado, Share Our Strength's Taste of the Nation and the Great American Beer Festival. Culinary Events shall not exceed six (6) per Contract Year unless otherwise mutually agreed.

"Defaulting Party" shall have the meaning set forth in subsection 58.2.2.

"Delinquent Account" shall have the meaning set forth in Section 13.1.

"Denver Broncos" shall mean the NFL team known as the "Denver Broncos" and which is the subject of the Franchise held by PDB to operate a professional football club of the NFL in the City.

"Design/Build Agreement" shall mean the Agreement, dated May 14, 1999, among the District, SMC and the Design/Builder.

"Design/Builder" shall mean Turner/HNTB, a Joint Venture consisting of Turner Construction Company and HNTB Design/Build Inc.

"Disposables" shall mean disposable utensils, glasses, cups, bowls and plates used in the operation of Executive Suite Catered Events.

"Dispute" shall have the meaning set forth in subsection 69.10.1.

"District" shall have the meaning set forth in the introduction to this Agreement.

"District Annual Report" shall have the meaning set forth in subsection 26.2.4.

"District Counties" shall mean the following counties in the State: Adams County, Arapahoe County, Boulder County, the City, Douglas County, and Jefferson County.

"District Catered Event" shall mean a Catered Event sponsored or hosted by the District.

"District Gross Receipts" shall mean the total amount of money received or charged by Premium Concessionaire or any Subconcessionaire, agent or employee of Premium Concessionaire for all sales, cash or credit, of Food and Beverage items and any labor pertaining thereto at District Catered Events, excluding applicable sales or other such taxes, the amount of any gross receipts, rent or similar tax, reasonable shortages or shrinkage not to exceed five tenths of one percent (0.5% or 0.005) of District Gross Receipts, any service or discount charges on debit card, spot card, credit card, smart card or value added card or similar sales, bad debts, bulk or other sales not made in the ordinary course of business requested by the District, sales made by Premium Concessionaire at cost, and royalties or franchise fees paid by Premium Concessionaire in connection with Branded Products or franchises at the Stadium. District Gross Receipts shall include the District Gross Receipts of any Subconcessionaire, and not just payments made by said Subconcessionaire to Premium Concessionaire. District Gross Receipts shall not include (i) receipts from the portion of the sale of Food and Beverages relinquished by Premium Concessionaire at any Special Stadium Events, (ii) any Relinquished Event Fees; (iii) receipts from any Non-Stadium Events, and (iv) any revenues expressly excluded from District Gross Receipts under the provisions of this Agreement.

"District Liaison" shall have the meaning set forth in Section 8.2.

"District Parties" shall mean the District and its directors, employees and agents.

"District Project Fund" shall have the meaning defined in the Indenture of Trust.

"District's Executive Suite" shall mean the Executive Suite reserved by the District pursuant to the terms of the Lease, as delineated on Schedule II hereof, as the same may be changed or modified.

"District/SMC Event of Default" shall have the meaning set forth in Section 58.2.

"Early Termination Fee" shall have the meaning set forth in Section 59.3.

"Effective Date" shall have the meaning set forth in the introduction to this Agreement.

"Employee Records" shall have the meaning set forth in Section 35.1.

"Environmental Laws" shall mean any applicable federal, State, interstate or local law, statute, ordinance, code, rule, regulation, license, authorization, decision, order, injunction, decree or rule of common law, and any applicable judicial interpretation of any of the foregoing, which pertains to health, safety, any Hazardous Material, or the environment (including land surface, subsurface strata, or air or surface water or ground water or noise pollution or contamination, and underground or above ground tanks) or endangered or threatened species of fish, wildlife and plants or the management or use of natural resources and shall include the Solid Waste Disposal Act, 42 U.S.C. § 6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq. ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300f et seq.; the Endangered Species Act, 16 U.S.C. § 1531 et seq.; the National Environmental Policy Act, 42 U.S.C. § 4321 et seq.; or State or local laws analogous thereto, and any other State or federal environmental statutes, and all applicable rules, regulations, orders and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

"Equipment" shall have the meaning set forth in Section 28.1.

"Equipment Investment" shall mean the total amount of reasonable out-of-pocket costs and expenses incurred by Premium Concessionaire in the purchase and installation of the Equipment.

"Event" shall mean any event conducted, in whole or in part, at the Stadium or on the Real Property whether sponsored or hosted by the District, SMC or some other third party.

"Event Diagram" shall mean a diagram, in reasonable detail, reflecting the location of the Stadium Tables and Chairs for a Stadium Catered Event.

"Event Host" shall mean SMC or the District, whichever is hosting or promoting the Event at the Stadium or on the Real Property.

"Event Participants" shall mean the actual participants in an Event (e.g., for Home Games, Event Participants would include the NFL team members, coaches, trainers, officials and other similar employees, and for Catered Events, Event Participants would include speakers, moderators, musicians and other entertainers).

"Event Summary Report" shall mean a report in hard copy format in form and content reasonably approved by SMC and the District no later than 120 days prior to the Opening Date which will reflect the Gross Receipts attributable to each Event for each sales category described in subsections 26.1.1 and 26.1.2 and the Off-Premise Use Fee attributable to each Non-Stadium Event. Premium Concessionaire agrees to deliver a proposed format for the Event Summary Report and the District and SMC on or before February 1, 2001.

"Exclusions" shall have the meaning set forth in Section 10.1.

"Executive Suite Attendant" shall have the meaning set forth in Section 34.1.

"Executive Suite Catered Event" shall mean a Catered Event which (i) takes place in an Executive Suite or (ii) takes place on an Executive Suites Concourse and takes place immediately before, during or immediately after a Home Game, Field Event or Non-Field Event.

"Executive Suite Licensee" shall mean any Person who has entered into a License Agreement for an Executive Suite with SMC, including any Person who has rented a Party Suite from SMC.

"Executive Suite Menus" shall have the meaning set forth in Section 17.4.

"Executive Suites" shall mean the luxury suites with seats for viewing Home Games and Field Events at the Stadium that are generally designated as such in promotional, marketing or other documents or publications as delineated on **Schedule II** hereto, as the same may be changed or modified.

"Executive Suites Concourses" shall mean those concourses in the Stadium on the same level as or providing access to the Executive Suites.

"Expiration Date" shall have the meaning set forth in Section 3.1.

"Field Event" shall mean any Event that includes the use of the exterior seating bowl, the playing field or both at the Stadium and is not a Home Game.

"Food" shall mean consumable food products of all kinds, including candies, cooked foods, prepared foods, ready-to-serve foods, Branded Products, sweets, desserts, breads, meats, poultry, fish, cheese and other dairy products, soups, salads, vegetables, fruits, grains, cereals, dairy

products, ice cream, popcorn and such other food products commonly sold from time to time in Similar Local Facilities.

"Franchise" shall mean a franchise from the NFL granted pursuant to the terms of the NFL Governing Documents, establishing membership in the NFL and authorizing the operation of a professional football club of the NFL in a designated city. The term "Franchise" shall include any such franchise granted pursuant to an expansion of the membership of the NFL subsequent to the Opening Date, as well as any such franchise in existence as of the Opening Date.

"Franchise Project Fund" shall have the meaning set forth in the Indenture of Trust.

"GAAP" shall mean United States generally accepted accounting principles as in effect from time to time, including applicable statements, bulletins and interpretations issued by the Financial Accounting Standards Board and bulletins, opinions, interpretations and statements issued by the American Institute of Certified Public Accountants or its committees.

"Game Day Special" shall have the meaning set forth in Section 17.3.

"General Concession Agreement" shall have the meaning set forth in Section 4.2.

"General Manager" shall have the meaning set forth in Section 8.4.

"Governmental Authority" shall mean any federal, state, municipal, local, territorial or other governmental department, commission, board, bureau, agency, registry, regulatory authority, instrumentality, judicial or administrative body, domestic or foreign.

"Gross Receipts" shall mean the total amount of money, service charges (including but not limited to charges for labor), rental charges (including but not limited to rental of Equipment and Premium Concessionaire's equipment, personal property or smallwares but excluding items which Premium Concessionaire rents from third parties, the cost of which is passed through to other Persons) and other similar charges received or charged by Premium Concessionaire or any Subconcessionaire, agent or employee of Premium Concessionaire for all sales, cash or credit, made as a result of the operation of the Stadium Catering or the rights granted under this Agreement, excluding applicable sales or other such taxes, the amount of any gross receipts, rent or similar tax, reasonable shortages or shrinkage not to exceed five tenths of one percent (0.5% or 0.005) of Gross Receipts, any service or discount charges on debit card, spot card, credit card, smart card or value added card or similar sales, bad debts, bulk or other sales not made in the ordinary course of business requested by SMC, sales made by Premium Concessionaire at cost, and royalties or franchise fees paid by Premium Concessionaire in connection with Branded Products or franchises at the Stadium. Gross Receipts shall include the Gross Receipts of any Subconcessionaire, and not just payments made by said Subconcessionaire to Premium Concessionaire. Gross Receipts shall include any receipts pertaining to Ancillary Services provided by third parties, but only to the extent that such receipts exceed the amount Premium Concessionaire has paid such third parties for providing such

Ancillary Services. Gross Receipts shall not include (i) receipts from the portion of the sale of Food and Beverages relinquished by Premium Concessionaire at any Special Stadium Events, (ii) any Relinquished Event Fees; (iii) receipts from any Non-Stadium Events, (iv) any revenues expressly excluded from Gross Receipts under the provisions of this Agreement, and (v) District Gross Receipts.

"Guarantor" shall have the meaning set forth in Section 69.28.

"Guaranty" shall have the meaning set forth in Section 69.28.

"HACCP" shall mean Hazard Analysis and Critical Control Point, the food safety program being developed by the United States Food and Drug Administration which focuses on identifying and preventing hazards from contaminating food.

"Hazardous Materials" shall mean any substance, whether solid, liquid or gaseous, which is listed, defined or regulated as a "hazardous substance", "hazardous waste", "solid waste", "oils", "pollutants" or "contaminants" or otherwise classified as hazardous or toxic, in or pursuant to any Environmental Law; or which is or contains asbestos, any polychlorinated biphenyl, urea formaldehyde foam insulation, explosive or radioactive material, or motor fuel or other petroleum hydrocarbons.

"Home Games" shall mean those NFL Pre-Season, NFL Regular Season and NFL Post Season football games in which the Denver Broncos are identified as the "home team" under the NFL Governing Documents; provided that preseason football games sponsored by the NFL at an otherwise neutral site outside of the "home territory" of the Denver Broncos or NFL championship games (i.e., Super Bowl or equivalent) where the Denver Broncos have been designated the "home team" shall not be "home games" within this definition.

"Immediate Family Member" shall mean a spouse, child, grandchild, sibling or parent.

"Improvements" shall have the meaning set forth in Section 27.1.

"Indemnitee" shall have the meaning set forth in Section 53.2.

"Indenture of Trust" shall mean indenture of trust dated as of August 1, 1999 between the District and Norwest Bank Colorado, National Association, as amended by First Supplemental Indenture of Trust and Second Supplemental Indenture of Trust both dated as of August 1, 1999.

"Interim Menu Change" shall have the meaning set forth in subsection 17.2.2.

"INVESCO" shall mean INVESCO Funds Group, Inc., a Delaware corporation.

"INVESCO Agreements" shall have the meaning set forth in Section 22.1.