

SIXTH AMENDMENT TO PREMIUM CONCESSION MANAGEMENT AND LICENSE AGREEMENT

THIS SIXTH AMENDMENT TO PREMIUM CONCESSION MANAGEMENT AND LICENSE AGREEMENT (the "Sixth Amendment") is dated as of 12/22/21, 202__ (the "Sixth Amendment Effective Date"), 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"). (The District, SMC, PDB and Premium Concessionaire are sometimes collectively referred to herein as the "Parties").

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 (i) that certain First Amendment to Premium Concession Management and License Agreement dated as of May 25, 2001 (the "First Amendment"), (ii) that certain Second Amendment to Premium Concession Management and License Agreement dated as of June 20, 2001 (the "Second Amendment"), (iii) that certain letter agreement dated as of May 8, 2002 (the "Letter Agreement"), (iv) that certain Third Amendment to Premium Concession Management and License Agreement dated as of June 30, 2002 (the "Third Amendment"), (v) that certain Fourth Amendment to Premium Concession Management and License Agreement dated as of February 1, 2011 (the "Fourth Amendment"), and (vi) that certain Fifth Amendment to Premium Concession Management and License Agreement dated as of January 15, 2021 (the "Fifth Amendment"). The Original Management and License Agreement, the First Amendment, the Second Amendment, the Letter Agreement, the Third Amendment, the Fourth Amendment, and the Fifth Amendment shall be collectively 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, agreements and conditions hereinafter contained, and for other good and valuable consideration the receipt, adequacy and sufficiency of which are hereby confessed and acknowledged, the Parties hereby amend the Management and License Agreement and otherwise agree as follows:

1. **Term.** Section 3.1 of the Management and License Agreement is amended and restated to provide in its entirety as follows:

3.1 Subject to the provisions of Article 59, the term of this Agreement (the "Term") shall commence on the Effective Date and shall expire on the first Business Day following the expiration of thirty (30) days from the date the last Home Game is played at the Stadium at the conclusion of the twenty-second (22nd) NFL Season played, in whole or in part, at the Stadium (the "Expiration Date"). The Parties acknowledge that the twenty-second (22nd) NFL Season to be played, in whole or in part, at the Stadium, will be the 2022 NFL Season currently anticipated to commence in approximately August 2022.

2. **Additional Commissions.** In addition to all other amounts due from Premium Concessionaire to SMC under the Management and License Agreement, Premium Concessionaire shall pay SMC a commission equal to one and one-half percent (1½%) of the total Gross Receipts (the "Sixth Amendment SMC Commission"). In addition to all other amounts due from Premium Concessionaire to the District under the Management and License Agreement, Premium Concessionaire shall pay the District a commission equal to one and one-half percent (1½%) of the total District Gross Receipts (the "Sixth Amendment District Commission"). Premium Concessionaire expressly acknowledges and agrees that this Sixth Amendment SMC Commission and Sixth Amendment District Commission (jointly, the "Sixth Amendment Commissions") are in addition to those other Commissions due under Article 26 of the Management and License Agreement (as amended and restated in the Fourth Amendment), which are also payable based on the Gross Receipts and District Gross Receipts. The Sixth Amendment Commissions shall be deemed part of the "Commissions" as that term is defined in the Management and License Agreement. The SMC Annual Report and District Annual Report referenced in Sections 26.1.5 and 26.2.4 of the Management and License Agreement shall also include a calculation of the Sixth Amendment Commissions.

3. **Conflict.** The Parties agree that the terms, covenants and conditions of the Management and License Agreement, as modified by this Sixth Amendment, shall remain and continue in full force and effect. Except as modified by this Sixth Amendment, the terms, covenants and conditions of the Management and License Agreement are ratified and affirmed. If there is any conflict between the terms and provisions of this Sixth Amendment and the terms and provisions of the Management and License Agreement, the terms and provisions of this Sixth Amendment shall govern.

4. **Defined Terms.** Capitalized terms used herein but not defined herein shall have the respective meanings ascribed to them in the Management and License Agreement, unless the context requires otherwise.

5. **Construction and Headings.** The language in all parts of this Sixth Amendment shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the Parties. The headings of the several sections of this Sixth Amendment are inserted for

convenience only and shall not in any way affect the meaning or construction of any provision of this Sixth Amendment.

6. **Governing Law.** This Sixth 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.

7. **Amendment.** No amendment or modification of this Sixth 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.

8. **Counterparts; Electronic Signatures.** This Sixth Amendment 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. This Sixth Amendment may be executed via electronic signatures.

9. **No Third Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Sixth 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 Sixth 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 Sixth Amendment shall be deemed to be an incidental beneficiary only.

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

11. **Successors and Assigns.** Subject to the provisions of Section 69.15 of the Management and License Agreement, this Sixth 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.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the District, SMC, PDB and Premium Concessionaire duly execute this Sixth 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

By: 

Name: Raymond T. Baker

Title: Chairman

SMC:

STADIUM MANAGEMENT COMPANY, LLC, a
Colorado limited liability company

By: 

Name: Jay Roberts

Title: General Manager

PDB:

PDB SPORTS, LTD., a Colorado limited partnership

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

By: 

Name: Richard P. Slusky

Title: General Counsel

PREMIUM CONCESSIONAIRE:

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

By: 

Name: Paul G. Aylen

Title: President + CEO