

THIRD AMENDMENT TO PREMIUM CONCESSION MANAGEMENT AND LICENSE AGREEMENT

THIS THIRD AMENDMENT TO PREMIUM CONCESSION MANAGEMENT AND LICENSE AGREEMENT (the "Third Amendment") is dated as of June 30, 2002, 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").

R E C I T A L S

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 that certain First Amendment to Premium Concession Management and License Agreement dated as of May 25, 2001 (the "First Amendment"), that certain Second Amendment to Premium Concession Management and License Agreement dated as of June 20, 2001 (the "Second Amendment") and that certain letter agreement dated as of May 8, 2002 (the "Letter Agreement"). The Original Management and License Agreement; the First Amendment, the Second Amendment and the Letter Agreement 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.

A G R E E M E N T

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, and for other good and valuable consideration the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Definitions.** The definition of the term "Club Level Catered Event" is hereby deleted from Schedule I to the Management and License Agreement and replaced with the following:

"Club Level Catered Event" shall mean a Stadium Catered Event occurring on the Club Lounge level of the Stadium.

2. **Amendment to Section 9.3 of Management and License Agreement.** The phrase "unless such Stadium Catered Event is a Club Level Catered Event" is hereby deleted in its entirety

from the twenty-third line of Section 9.3 of the Management and License Agreement. The remaining provisions of Section 9.3 of the Management and License Agreement remain in full force and effect.

3. Exclusive Rights.

(a) Section 10.1 of the Management and License Agreement is hereby deleted in its entirety from the Management and License Agreement and replaced with the following:

10.1 Exclusive Premium Concessionaire Rights. The District and SMC hereby grant Premium Concessionaire the exclusive right to manage, operate and provide all Stadium Catering (including the sale of Alcoholic Beverages) at all Executive Suite Catered Events and all Stadium Catered Events on the Plaza Level (to the extent that Catering has been requested by Executive Suite Licensees or Banquet Licensees). Notwithstanding the rights granted to the Premium Concessionaire in the foregoing sentence, Premium Concessionaire shall not have the right to provide Stadium Catering or services during the following Events and to the following areas of the Stadium (the "Exclusions"), unless otherwise requested by an Event Host pursuant to the provisions of Section 11.1:

10.1.1 Ten percent (10%) of the Executive Suite Catered Events (excluding Executive Suite Catered Events at the Owner's Suite and District Suite) occurring at Home Games and Field Events (which shall be measured on the basis of NFL ticket manifested seats within the Executive Suites excluding the Owner's Executive Suite and the District's Executive Suite from such calculation), excluding the sale of Alcoholic Beverages at such Executive Suite Catered Events;

10.1.2 The Quarterback Club;

10.1.3 Areas outside the Stadium and on the Real Property;

10.1.4 Culinary Events;

10.1.5 Special Stadium Events; and

10.1.6 The Executive Suite licensed to Coca-Cola Enterprises, Inc., doing business as Coca-Cola Bottling Company of Colorado and as Coca-Cola Bottling of Northern Wyoming, as provided in the Letter Agreement.

(b) Section 10.2 of the Management and License Agreement is hereby deleted in its entirety from the Management and License Agreement and replaced with the following:

10.2 Relinquishment of Exclusive Right. The District or SMC shall have the right, in addition to Culinary Events and Special Stadium Events, to have Catering provided by a third party concessionaire at Club Level Catered Events, otherwise prohibited under Section 10.4 (such Events being referred to as a "Relinquished Stadium Catering Event"), provided that:

10.2.1 The Event Host shall pay to Premium Concessionaire within ten (10) days after the date such Relinquished Stadium Catering Event occurs a fee ("Relinquished Event Fee") equal to fifteen dollars (\$15.00) per Patron attending such Relinquished Stadium Catering Event; and

10.2.2 The Equipment may not be used at such Relinquished Stadium Catering Event without the Premium Concessionaire's consent.

4. **Catered Events Commissions.** Subsection 26.1.2.1 of the Management and License Agreement is hereby deleted from the Management and License Agreement and replaced with the following:

26.1.2.1 For all Stadium Catering at SMC Stadium Catered Events occurring during the License Term, Premium Concessionaire shall pay SMC the following Commissions determined as a percentage of Gross Receipts from such Stadium Catered Events from the following categories of sales:

| <u>Sales Category</u> | <u>Percentage of Gross Receipts</u> |
|---|-------------------------------------|
| Stadium Catering (excluding the sale of Alcoholic Beverages) for a nonprofit entity at SMC Stadium Catered Events, except for SMC Stadium Catered Events on the Suite Levels | 10.0% |
| Stadium Catering (excluding the sale of Alcoholic Beverages) for a for profit entity at SMC Stadium Catered Events, except for SMC Stadium Catered Events on the Suite Levels | 15.0% |
| Stadium Catering (including the sale of Alcoholic Beverages) at SMC Stadium Catered Events on the Suite Levels | 20.0% |

Notwithstanding the foregoing provisions of this Section 4, Commissions payable for the SMC Stadium Catered Events identified on Exhibit A attached hereto shall be determined in accordance with the provisions of subsection 26.1.2.1 of the Management and License Agreement, as such provisions existed prior to the effectiveness of this Third Amendment.

5. **SMC Option to Terminate.** SMC shall have the continuing option, in the exercise of its sole and absolute discretion, to terminate this Third Amendment by giving Premium Concessionaire and the District written notification of such termination ("Termination Notice") on or before June 1 of each remaining year in the Term, and such termination shall be effective as of June 30 of the year in which the option is exercised (the "Third Amendment Termination Date"). In the event that SMC delivers the Termination Notice in accordance with this Section 5, then as of the Third Amendment Termination Date, the Third Amendment shall terminate and be of no further force or effect, and the Management and License Agreement, unless otherwise modified or terminated in accordance with the provisions thereof, shall remain and continue in full force and effect as if this Third Amendment were never executed.

6. **Conflict.** The Parties agree that the terms, covenants and conditions of the Management and License Agreement, as modified by this Third Amendment, shall remain and continue in full force and effect. Except as modified by this Third 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 Third Amendment and the terms and provisions of the Management and License Agreement, the terms and provisions of this Third Amendment shall govern.

7. **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.

8. **Construction and Headings.** The language in all parts of this Third 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 Third Amendment are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Third Amendment.

9. **Governing Law.** This Third 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.

10. **Amendment.** No amendment or modification of this Third 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.

11. **Counterparts.** This Third 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.

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

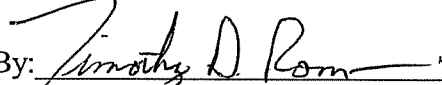
13. **Entire Agreement.** With respect to the matters addressed herein, this Third Amendment constitutes the entire understanding and agreement among the Parties and supersedes all prior written or oral understandings and agreements among the Parties.

14. **Successors and Assigns.** Subject to the provisions of Section 69.15 of the Management and License Agreement, this Third 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 duly execute this Third 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:

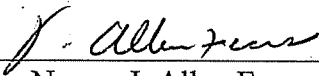
STADIUM MANAGEMENT COMPANY, LLC, a Colorado limited liability company, as SMC

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

PDB:

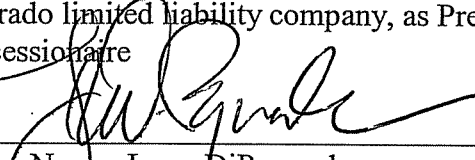
PDB SPORTS, LTD., a Colorado limited partnership

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