



City Attorney's Office

7887 E. 60th Ave., Commerce City, CO 80022

December 18, 2025

Kroenke Stadium Services, Inc.
1000 Chopper Circle
Denver, CO 80204
Attention: Chief Operating Officer

Re: Proposed Colorado Rapids v. Inter Miami Match at Empower Mile High Field

Dear Mike,

Kroenke Stadium Services, Inc. ("KSS") and the City of Commerce City, Colorado ("City") have previously entered into that certain Stadium Management Agreement, as amended ("SMA") regarding the management of the Colorado Rapids ("Rapids" or "Team") Stadium located in the City ("Stadium"). The Rapids are scheduled to play Inter Miami on April 18, 2026, at the Stadium ("Match"). Inter Miami's roster includes Lionel Messi who is often referred to as the best soccer player of all time. KSS has requested to move the Match from the Stadium to Empower Mile High Field in Denver, CO ("Mile High"). The parties understand the Match will celebrate the 30th anniversary of the Rapids inaugural game played at Mile High on April 21, 1996, and offers the exciting opportunity to showcase the Rapids history, including its history and future in the City.

The SMA defines "Home Games" as *"all of the Team's preseason, regular season or Major League Soccer playoff games in which the Team is designated by Major League Soccer, L.L.C., as the home team and are scheduled to be played in any location within 75 miles of the Stadium; provided, however, that (a) if KSS and the Team desire to play pre-season games within the 75-mile radius in an effort to generate additional attendance at the Stadium, then such games may be held at such other locations, with the prior written approval of the City, not to be unreasonably withheld, and (b) each year throughout the Management Term, the Team may continue to play (i) a game on or about July 4th at Invesco Field at Mile High or Coors Field and (ii) up to two additional soccer games with international teams at Invesco Field at Mile High or Coors Field, in each case only so long as such games are reasonably anticipated to sell in excess of 30,000 tickets, which games shall not be considered to be "Home Games."*

While the Match satisfies the definition of "Home Games" in the SMA and does not meet any of the exceptions, the City agrees that moving the location of the Match to Mile High is beneficial to both parties by allowing the Match to serve as a catalyst for the 2026 Rapids season.

Upon satisfaction of the following requirements, the City consents to moving the Match to Mile High and the City will refrain from characterizing this move as a default under the SMA or exercising its right to terminate the SMA pursuant to Section 8.2 at any time after execution of this

Letter Agreement. If the following requirements are not satisfied on a timely basis, the City reserves all rights and remedies granted to it pursuant to the SMA.

Equitable Access to Match. To ensure equitable access to the Match for Commerce City residents:

1. **Priority presale access for Match:** Before the public on-sale of Match tickets, the Rapids will open a dedicated 48-hour priority presale window for all single-game Match ticket inventory, accessible to Commerce City residents via applicable ZIP codes (“Commerce City Priority Presale”). It is expressly understood that the Rapids will also offer season tickets holders an opportunity to purchase Match tickets during this same presale window, as well as a more limited presale window to certain sponsors, employees and season ticket holders for Mile High and Ball Arena.
2. **Commerce City Priority Presale joint marketing support.** The Rapids will launch a digital marketing strategy to generate awareness and engagement for the Commerce City Priority Presale using a mix of owned channels including, but not limited to email, website, and social media. Rapids will produce and publish all dedicated Commerce City-focused presale content across relevant Rapids owned channels.
3. **Accessible ticket fund:** The Rapids will donate six hundred (600) Match tickets to Commerce City residents with a priority and focus for such tickets to be distributed to youth and their guardians, as determined and overseen by the Rapids. The Rapids will provide the City with a written report on how this requirement was met no later than seven days prior to the Match. The City acknowledges that all complimentary tickets will be non-transferable to the recipient.
4. **Commerce City hospitality suite tickets:** The Rapids will provide one dedicated complimentary suite for the Match (the “Suite”) comprised of twenty-one (21) total tickets – seventeen (17) designated seat tickets and four (4) standing room only tickets. Food and beverage associated with the Suite may be contracted for separately by the City through Mile High’s concessionaire. The City acknowledges that all complimentary tickets will be non-transferable to the recipient.

Commerce City Community Focus and Partnership with the Rapids. The Match celebrates the 30th anniversary of the Rapids’ inaugural game played at Mile High on April 21, 1996. KSS and the Rapids will showcase the Rapids’ ongoing presence in Commerce City by:

5. **Pre-Match programming.** The Rapids will develop a pre-Match programming event plan and coordinate with Commerce City staff, subject to operational feasibility and applicable league and venue requirements. The pre-Match programming event plan will include, but is not limited to, a dedicated video, produced by the Rapids, with audio including Commerce City’s branding tagline “Commerce City delivers” to increase City visibility, identifying Commerce City as a community partner and host of the Rapids, and detailing Commerce City as

“Home of the Rapids” - elevating awareness for KSE contributions to our community, particularly the City’s youth. This video will be played at the Match, as well as on Rapids social media channels during and after the Match. It will also be made available for the City to play on its website after the Match.

6. Halftime Match recognition opportunity. As part of the halftime Match programming, the Rapids will provide the opportunity to honor members of Commerce City with City-selected, and Rapids approved, “Hometown Heroes” that will be honored on the pitch for their community work, in compliance with MLS, venue, and broadcast requirements.

Season-long Initiatives. The Rapids will further partner with the City to increase access to Rapids Home Games and provide additional opportunities for community collaboration by:

7. 2026 MLS season City resident discount. The Rapids, while working with the City to validate resident data, will offer a 2026 season-long discounted ticket program for regular-season Rapids Home Games, exclusively for Commerce City residents. Details will be finalized prior to the beginning of the 2026 MLS season.
8. Junior World Cup and Movie Night sponsorship in 2026: The Rapids will provide financial support of up to \$10,000 (total of up to \$20,000) for each event; the 2026 Junior World Cup event and the 2026 Summer Movie Night, to further support Commerce City community programming.

In addition, the parties agree to meet a minimum of one time each quarter in 2026 to continue to advance the Victory Crossing development project, with the following agenda items, included but not limited to discussing a potential term sheet, a community benefits agreement, and master visioning planning process.

This Letter Agreement shall constitute written agreement of KSS and the City that Match may be held at Mile High instead of the Stadium pursuant to Section 15.3 of the SMA and this Letter Agreement has been approved by the City Council of the City pursuant to SMA Section 15.4 on December 18, 2025.

The SMA is affirmed and ratified in each and every particular, including but not limited to Section 15.7 entitled “Non-Waiver”. So long as KSS satisfies all the conditions described above in a timely manner, KSS may rely upon, in all respects, the contents of this Letter Agreement to serve as the City’s full agreement that proceeding with the Match does not and will not constitute a default pursuant to Section 8.1 of SMA in any manner whatsoever.

IN WITNESS WHEREOF, the parties have executed this Letter Agreement as of December 18, 2025.

CITY OF COMMERCE CITY

Jason R. Rogers, City Manager
City Manager's Office

ATTEST:

APPROVED AS TO FORM:

Kim Garland, Acting City Clerk

Lee M. Zarzecki, City Attorney

KROENKE STADIUM SERVICES, INC.

Signature

Michael F. Neary, EVP, Business Operations
and Real Estate