

AMENDED AND RESTATED GENERAL CONCESSION MANAGEMENT AND LICENSE AGREEMENT

AMENDED AND RESTATED GENERAL CONCESSION MANAGEMENT AND LICENSE AGREEMENT ("Agreement") dated as of September 12, 2019, but effective as of February 22, 2019, among STADIUM MANAGEMENT COMPANY, LLC, a Colorado limited liability company ("SMC"), the METROPOLITAN FOOTBALL STADIUM DISTRICT, a body corporate and politic and a political subdivision of the State of Colorado (the "District"), and ARAMARK SPORTS AND ENTERTAINMENT SERVICES, LLC, a Delaware limited liability company ("Concessionaire").

RECITALS

A. The District, SMC, and PDB have entered into the Lease concerning the construction, construction funding, lease, maintenance, operation and management of the Stadium.

B. PDB and SMC have entered into the Sublease permitting PDB to host professional football games at the Stadium.

C. The District, SMC, PDB, and Centerplate are parties to the Original Concession Agreement, pursuant to which Centerplate was granted the right and undertook the obligation to operate and manage the Concessions at the Stadium. The Original Concession Agreement, as extended, has expired as of February 22, 2019.

D. SMC, the District, and Concessionaire entered into that certain Interim Concession Agreement to enable Concessionaire to provide certain management services for the operation of the general concession operations at the Stadium on an interim basis while this Agreement was being negotiated.

E. SMC, the District, and Concessionaire now desire to amend, restate, and replace in its entirety the Interim Concession Agreement with this Agreement in order to establish the permanent terms under which Concessionaire will manage and operate certain Concessions and Catering services at the Stadium.

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

1. Definitions

1.1 Capitalized terms used herein but not defined herein shall have the respective meanings ascribed thereto in **Schedule I** hereto, unless the context requires otherwise.

2. Rules of Construction

2.1 Defined terms in this Agreement (including **Schedule I** hereto) shall include in the singular number the plural and in the plural number the singular.

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- 2.2 The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement (including **Schedule I** hereto) shall, unless otherwise expressly specified, refer to this Agreement as a whole and not to any particular provision of this Agreement, and all references to Articles, Sections, Exhibits and Schedules shall be references to Articles, Sections, Exhibits and Schedules of this Agreement unless otherwise expressly specified. Exhibits and Schedules to this Agreement shall be deemed incorporated by reference in this Agreement.
- 2.3 Unless otherwise stated, any reference in this Agreement to any Person shall include its permitted successors and assigns and, in the case of any Governmental Authority, any Person succeeding to its functions and capacities.
- 2.4 Unless otherwise defined herein, terms relating to insurance shall have the meanings customarily associated with such terms in the insurance industry.
- 2.5 Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms.
- 2.6 The words “include,” “includes,” and “including” shall not be limiting, and shall be deemed in all instances to be followed by the phrase “without limitation.”
- 2.7 References to “days” shall mean calendar days, unless otherwise indicated.
- 2.8 Unless the context clearly requires otherwise, the word “or” is not exclusive.
- 2.9 In this Agreement in the computation of periods of time from a specified date to a later specified date, the word “from “ means “from and including “ and the words “to” and “until” each mean “to but excluding.”
- 2.10 This Agreement is the result of negotiations among and has been reviewed by each Party hereto and their respective counsel. Accordingly, this Agreement shall be deemed to be the product of all Parties hereto, and no ambiguity shall be construed in favor of or against any Person.
- 2.11 SMC and the District shall not be jointly and severally liable to Concessionaire as a result of any obligations or performance under the terms of this Agreement; provided, however, that SMC and the District shall be jointly and severally obligated to pay the Early Termination Fee pursuant to the provisions of Section 59.3 and (if they are both expressly obligated to pay such amount pursuant to Section 62.1 hereof) the Unamortized Concessionaire Investment. To the extent that contractual liability to Concessionaire cannot be allocated to the District for obligations and performance relating to District Events or District actions, and to SMC for obligations and performance relating to SMC Events or SMC actions, liability to Concessionaire arising as a result of any shared obligations or performance under the terms of this Agreement shall be apportioned seventy-five

percent (75%) to the District and twenty-five percent (25%) to SMC. With respect to negligence claims, this Section 2.11 shall not be construed or interpreted to override any apportionment of fault or degrees of negligence in an arbitration proceeding or by a court of competent jurisdiction applying comparative negligence principles under Colorado law.

- 2.12 This Agreement shall not be construed or interpreted as amending the Lease or the Sublease or as modifying the respective rights and obligations of SMC, the District or PDB under the Lease and the Sublease. Reference to terms and provisions of this Agreement as being subject to the Lease and the Sublease is made for the purpose of reaffirming the terms and provisions of the Lease and the Sublease among SMC, the District and PDB and for the purpose of reaffirming that the grant of any license under this Agreement by SMC is conditioned upon the Lease and the Sublease remaining in effect and shall not be construed or interpreted as limiting or restricting the rights of Concessionaire under this Agreement.

3. **Term**

- 3.1 Subject to the provisions of Articles 59 and 60, the term of this Agreement (the “Term”) shall commence on February 22, 2019 (the “Effective Date”) and shall expire on March 31, 2029 (the “Expiration Date”). Notwithstanding the foregoing, SMC and the District at their sole option may elect for the initial Term and Expiration Date to be extended until the currently scheduled expiration date of the Lease (at the end of the 30 complete NFL Seasons starting with the 2001 NFL Season).
- 3.2 The Parties shall have the option to renew the Term for up to two additional terms of five years each (each, a “Renewal Term”), provided that the Parties agree to financial terms for the Renewal Term under an amendment to this Agreement. If this Agreement is renewed, the word “Term” is deemed to include any Renewal Term and the Expiration Date is deemed extended accordingly.

4. **Grant of License and Use of Concession Areas and Staff and Loading Dock Areas**

- 4.1 Grant of License - Concession Areas. SMC and the District hereby grant, subject to the provisions of the Lease and the Sublease, to Concessionaire a license to use the Concession Areas, Improvements and Equipment throughout the Term, subject to and in accordance with the provisions of this Agreement. Each Concession Area may be changed, altered, relocated, increased or decreased in size from time to time (a “Concession Areas Alteration”) as determined by SMC and the District, after consultation with the Concessionaire. SMC and the District shall be solely responsible for the cost and expense of implementing a Concession Areas Alteration except to the extent the Concession Areas Alteration (i) constitutes a Concession Areas and Equipment Repair and Replacement in which event funds from the Concession Areas and Equipment Repair and Replacement Reserve Fund

may be used by SMC and the District in accordance with the provisions of Article 56, (ii) is performed by Concessionaire and approved by SMC and the District as part of the Improvement Investment, or (iii) is performed by Concessionaire, with the expense being a Direct Operating Cost hereunder.

4.2 Portables. In addition to the Concession Areas, SMC and the District will permit the Concessionaire to establish and locate Portables throughout the Stadium and may permit the Concessionaire to establish and locate Portables on the Real Property, pursuant to proposals approved pursuant to Section 31.2 below. Concessionaire shall not construct, install, modify, change or alter any Portable without the prior written approval of SMC. In the event the Concessionaire desires to locate a Portable in the Stadium or on the Real Property (other than those already approved as shown on the Stadium Plans), it shall deliver a written request to SMC together with plans and specifications in detail reasonably required by SMC and adequately describing the requested location, dimensions, design, materials, signage, equipment and proposed use for the Portable. SMC may deny requests for additional Portables in the exercise of its sole and absolute discretion. Concessionaire shall be solely responsible for the cost and expense of designing, installing and equipping any Portable (which shall be deemed Direct Operating Costs); provided, however, SMC shall be responsible for the cost and expense of providing electrical service, electrical metallic tubing and water to the Portables to the extent indicated in the Stadium Plans. All Portables shall be deemed to be part of the Equipment for all purposes under this Agreement. Notwithstanding the foregoing, Concessionaire acknowledges that SMC will require the Portables' design and signage to complement the Stadium's design and architecture. Provided SMC consents to the Concessionaire's installation of a Portable, SMC and the District shall be deemed to have granted a license to Concessionaire for the use of the area of the Stadium or Real Property for which the Portable has been approved; provided, however, that SMC reserves the following rights with respect to any Portable:

4.2.1 SMC may require the removal of any Portable within ten (10) Business Days after delivery of written notice to the Concessionaire if SMC determines such removal is necessary for (i) the safety of Patrons or Event Participants, or (ii) the protection of the Stadium. SMC may also require the removal of any Portable within ten (10) Business Days after delivery of written notice to the Concessionaire if requested by the operator of any particular Event(s) or if appropriate in SMC's discretion for the needs or facilitation of any particular Event(s). In particular, removal may be required if the operator of a Special Stadium Event desires to install its own temporary stand, cart, or apparatus at a particular location.

4.2.2 SMC may require the relocation of any Portable within ten (10) Business Days after delivery of written notice to the Concessionaire to a location that is substantially comparable in size and dimension and public accessibility

to the Portable being relocated. SMC is not obligated to allow for relocation of a removed Portable if not permitted or desirable for a particular Event or Events in SMC's discretion.

4.2.3 if deemed advisable by SMC or the District in their sole and absolute discretion for the safety of Patrons or Event Participants or for the protection of the Stadium, SMC or the District may require the closure of any Portable during any Event.

- 4.3 Grant of License - Staff Areas. SMC and the District hereby grant to Concessionaire a license to use the Staff Areas during the Term, subject to and in accordance with the provisions of this Agreement and subject to the provisions of the Lease and the Sublease. The Parties hereto acknowledge that SMC and the District have entered into an agreement (and may enter into future agreements) with a Premium Concessionaire to provide for the operation of concessions and catering for the Executive Suites and the Executive Suites Concourses, and as designated by SMC or the District in the Club Lounges (any such agreements in effect from time to time are referred to herein as the "Premium Concessionaire Agreement"). The Premium Concessionaire Agreement includes granting of a license to the Premium Concessionaire to use the Staff Areas jointly with the Concessionaire, and the Concessionaire agrees throughout the Term to fully cooperate with SMC, the District, PDB and the Premium Concessionaire in sharing the use of the Staff Areas with the Premium Concessionaire; provided that the Premium Concessionaire Agreement requires Premium Concessionaire to fully cooperate with SMC, the District, PDB and Concessionaire in the use of such Staff Areas. SMC and the District reserve the right to implement reasonable rules to govern the sharing of the Staff Areas by the Concessionaire and Premium Concessionaire and, if so implemented, such rules shall be deemed to constitute part of the Stadium Rules for all purposes under this Agreement.
- 4.4 Loading Dock Areas. Concessionaire shall have reasonable access to the Loading Dock Areas of the Stadium for the operation of the Stadium Concessions subject to such reasonable rules as may be implemented by SMC. The Concessionaire acknowledges that it shall not be entitled to the exclusive use of the Loading Dock Areas.
- 4.5 Roving Vendors. The District (during District Events) and SMC (during SMC Events and Non-Host Events) hereby grant to Concessionaire and Concessionaire Parties, subject to and in accordance with the provisions of this Agreement, a right of access to other portions of the Stadium or on the Real Property as may be reasonably necessary to perform the Obligations and to permit roving vendors to sell and distribute Stadium Concessions within the Stadium or on the Real Property, provided that such right of access does not interfere with (i) the safety of Patrons or Event Participants or (ii) the operation or maintenance of the Stadium Systems.

- 4.5.1 On an annual basis, on or before each July 1 during the Term, SMC and Concessionaire shall evaluate the use of roving vendors at Home Games, and if requested by SMC, in the exercise of their reasonable discretion, Concessionaire shall restrict or prohibit roving vendors from selling and distributing Stadium Concessions within the Stadium or on the Real Property. For purposes of this subsection 4.5.1, SMC shall not be deemed to have exercised its discretion unreasonably provided that the prohibition or restriction imposed on roving vendors is in response to Patron complaints or survey results and is intended to enhance and protect the overall fan experience at Home Games.
- 4.5.2 The use of roving vendors may be in conjunction with in-seat ordering and mobile device ordering programs agreed upon and established for the Stadium, as agreed upon by SMC and Concessionaire.
- 4.6 Restrictions on Use. Concessionaire and the Concessionaire Parties shall use the Stadium Premises and Equipment solely for purposes of fulfilling and performing the Obligations. Use of the Stadium Premises or Equipment for purposes other than fulfilling the Obligations without, in each instance, the prior written approval of SMC (which approval may be withheld in the sole and absolute discretion of SMC) shall be prohibited. Concessionaire shall not conduct or permit to be conducted any activity, or place any equipment in or about the Concession Areas, Portables, or the Stadium or Real Property which is not customarily conducted at the Similar NFL Facilities by entities providing services comparable to the services provided by the Concessionaire under this Agreement and which will in any way increase the rate or cause the cancellation of any insurance coverage maintained by SMC covering the Real Property, the Stadium or its operation (collectively, "Stadium Insurance Coverages"). Other than the equipment provided to Concessionaire from SMC and/or the District, and otherwise at the Stadium as of the Effective Date, Concessionaire shall not operate or permit the operation by any Subconcessionaire of any gasoline or diesel fuel powered device (not including devices powered by natural gas or propane) in the Stadium without the prior written consent of SMC, which consent may be withheld in its sole and absolute discretion.
- 4.7 Private Use Prohibition. Concessionaire shall not permit the private use, by any Concessionaire Parties, of the Stadium Premises, Equipment, the Stadium, the Real Property or any part thereof without in each case having obtained the prior written approval of SMC (which approval may be withheld in the sole and absolute discretion of SMC).
- 4.8 License Limitations. This Agreement provides Concessionaire with a license to use and obtain access to the Stadium, Concession Areas, Staff Areas, Improvements, Equipment and the Portables for the limited purposes expressly set forth in this Agreement and subject to all the terms and conditions of this Agreement. This Agreement does not confer upon Concessionaire any title, estate, leasehold or

interest in the Stadium, Real Property, Concession Areas, Staff Areas, Portables, Improvements, Equipment or any other property owned by SMC, the District, PDB or any other Person located at the Stadium or on the Real Property.

- 4.9 Non-Stadium Event. No portion of the Stadium Premises or Equipment shall be used by Concessionaire for Non-Stadium Events, without the prior written consent of SMC in each such instance, which consent may be withheld in the sole and absolute discretion of SMC. If Concessionaire proposes to utilize any portion of the Stadium Premises or Equipment to serve or facilitate a Non-Stadium Event, Concessionaire must obtain the written approval of SMC not less than two (2) Business Days prior to such Non-Stadium Event, which approval shall be conditioned upon Concessionaire's agreement to pay a fee negotiated by Concessionaire, SMC and the District, in an amount of not less than five percent (5%) of the gross sales and charges received by Concessionaire at the applicable Non-Stadium Event. Further, as described in the definition for a Non-Stadium Event, such event or function in any case may not be held at the Stadium or Real Property. If Concessionaire proposes to serve or facilitate more than twelve (12) Non-Stadium Events in any Contract Year, Concessionaire must obtain the written approval of the District (which approval may be withheld in the sole and absolute discretion of the District), in addition to the approval of SMC required hereunder, not less than two (2) Business Days prior to such Non-Stadium Event. Receipts from Non-Stadium Events shall not be included in Gross Receipts, Concessionaire Gross Receipts, or Home Games Gross Receipts.

5. Access to and Inspections of the Stadium Premises

- 5.1 Stadium Ingress and Egress. SMC, the District, and PDB shall at all times have the right to the free and unobstructed use, occupation and control of the Stadium and Real Property and of ingress and egress for themselves and their Licensees, Patrons, Event Participants, invitees and the general public subject to the Stadium Rules and the provisions of the Lease and Sublease.
- 5.2 Access for Installations, Alterations, Inspections, Maintenance and Posting. SMC, the District and PDB, subject to the provisions of the Lease and Sublease, shall have the right at all times to enter upon any portions of the Concession Areas, Staffing Areas or Portables for legitimate purposes including: (i) the inspection, repair, replacement, alteration or improvement of the Stadium, Real Property, Concession Areas, Staffing Areas, Portables, Improvements or Equipment; (ii) the installation, repair, replacement, alteration or improvement of any Stadium Systems; (iii) the performance of janitorial or maintenance services; (iv) the observance of Concessionaire's performance of its Obligations; and, (v) the posting of any notice which is required by Law or which SMC, the District or PDB deems necessary to protect SMC, the District or PDB or their respective interests in the Stadium or the Real Property. Any mortgagee or beneficiary of a deed of trust encumbering the Stadium, the Real Property or any portion or interest therein

(including the Bank or any of the Lenders) shall also, after reasonable prior notice to Concessionaire, have the right of access to the Concession Areas, Staffing Areas and Portables at any time to inspect the Concession Areas, Staffing Areas, Portables, Improvements and Equipment. Except in the case of an emergency such rights to access the Concession Areas, Staffing Areas and Portables shall not be exercised in a manner which will unreasonably interfere with Concessionaire's operation of the Stadium Concessions.

5.2.1 In order to effectuate the rights of access and entry by SMC or PDB under this Section 5.2, Concessionaire shall provide SMC and PDB, at all times, with (i) duplicate keys to all locks within or to the Concession Areas (except Liquor or Cash Storage Areas) or any Portables; (ii) access codes or cards for all security systems or devices within or to the Concession Areas (except Liquor or Cash Storage Areas) or any Portables; and (iii) combinations for all combination locks within or to the Concession Areas (except Liquor or Cash Storage Areas) or any Portables. Keys, access codes, access cards, and any other materials allowing access to Liquor or Cash Storage Areas shall be provided by Concessionaire to SMC or PDB promptly in any emergency situation or otherwise upon SMC's or PDB's reasonable request.

5.3 Semi-Annual Inspections. Complete inspections of the Stadium Premises and Equipment shall be conducted by the Concessionaire and SMC at least two times per year during the months of August and February and at such other times, if any, as may be requested by SMC in its sole and absolute discretion. Inspections pursuant to this Section 5.3 shall be conducted by representatives of SMC, accompanied by the General Manager. SMC and the Concessionaire shall notify the District of each scheduled inspections in advance, and the District may participate in each inspection at its option.

5.4 Inspections. In addition to inspections conducted pursuant to Section 5.3, as-needed inspections will be scheduled for all Stadium Premises and Equipment by representatives of SMC (and, if requested, the District) accompanied by the General Manager or his or her designee. These inspections may be for preparation for an Event, to review post Event or post NFL Season cleanliness, or for other reasons.

5.5 Inspection Reports. Within five (5) Business Days after an inspection is conducted pursuant to Section 5.3 and at such other times deemed advisable in the sole and absolute discretion of SMC (or the District, if applicable), SMC (or the District) shall complete and deliver to the Concessionaire a report (i) summarizing the inspection; (ii) describing any corrective measures to be taken by the Concessionaire as a result of such inspection and (iii) providing a deadline by which Concessionaire must complete such corrective measures.

5.6 Pre-Event Inspection. Concessionaire shall be responsible for the inspection of all Stadium Premises and Equipment on the day immediately preceding each Home

Game, Field Event and Non-Field Event to confirm that all Stadium Premises and Equipment are in proper condition for the operation of Stadium Concessions during such Home Game, Field Event or Non-Field Event; provided, however, that Concessionaire shall not have such duty to inspect prior to any Event at which Concessionaire is not obligated to provide Stadium Concessions.

6. Operation Rules and Regulations; Compliance with Laws; Licenses

6.1 Event Rules and Regulations. SMC shall have the right to implement and adopt reasonable rules, regulations, policies and procedures for access to the Stadium, the operation of Stadium Concessions or Catering at Events, and for the use of Stadium Premises and Equipment at all times, including during Events, and in connection with Non-Stadium Events (collectively the “Stadium Rules”). Concessionaire agrees that it shall comply with all Stadium Rules during its operation of Stadium Concessions during Events and in connection with Non-Stadium Events. SMC shall provide Concessionaire with a copy of Stadium Rules and any changes and modifications thereof as promptly as possible, and the Concessionaire shall not be responsible for compliance with any Stadium Rules or any changes and modifications thereof until the Concessionaire has obtained written notice of the same. The Stadium Rules as of the date of this Agreement are attached here as **Exhibit A**. In the event of any conflicts between the Stadium Rules and the other terms set forth in this Agreement, the terms of the Stadium Rules shall control, provided that the insurance requirements referenced in Article 51 below shall apply in the event of any conflict with the insurance requirements set forth in the Stadium Rules.

6.2 Compliance with Laws. Concessionaire shall, at its sole expense, promptly comply with and observe all Laws and Other Agreements governing the operation of Stadium Concessions and Catered Events or its use of the Stadium Premises and Equipment including (i) any Environmental Laws relating to the use and disposal of chemical or caustic cleaning agents and other Hazardous Materials, (ii) the Best Management Practices in connection with the Stadium’s gray water conveyance system, (iii) any Laws or Stadium Rules relating to the condition of the Stadium Premises and the sanitation and purity of Food and Beverages, and (iv) the ADA. Concessionaire shall not discriminate against nor permit any discrimination by any Concessionaire Party against any potential Stadium Employee, any applicant for employment, or Patron in the operation of Stadium Concessions on the basis of race, color, ethnic status, religion, sex, age, national origin, disabled veteran status, military status, family status, disability, or any other basis prohibited by Law or by any of the Other Agreements.

6.2.1 Concessionaire agrees that all contracts with Subconcessionaires shall expressly require Subconcessionaires to comply with the provisions of this Section 6.2.

- 6.3 Accuracy of Financial Information. Concessionaire agrees that all financial statements, reports, information and billings (including any Event Summary Report) delivered to SMC and the District pursuant to the terms of this Agreement shall be true, accurate and complete in all material respects, accurately reflect the facts reported as of the date thereof, and may be relied upon as being complete and accurate in any further recording or reporting made by SMC or the District for any other purpose.
- 6.4 Notice of Concessionaire's Event of Default. Concessionaire shall notify SMC and the District in writing within three (3) Business Days of its discovery that: (i) Concessionaire's Event of Default has occurred, or (ii) an event that with the giving of notice or lapse of time will constitute Concessionaire's Event of Default has occurred.
- 6.5 Access by Concessionaire Parties. Concessionaire Parties shall be permitted to enter upon and remain in the Stadium with access to areas of the Stadium, including administrative areas of the Concession Areas, reasonably necessary for Concessionaire's performance of the Obligations (the "Permitted Areas"). Concessionaire Parties shall have access to the Permitted Areas for work purposes only, during Home Games, Field Events and Non-Field Events and in connection with permitted Non-Stadium Events, and at such other times reasonably necessary for Concessionaire's performance of the Obligations.
- 6.6 Food Preparation. All Food served or sold at the Stadium by Concessionaire shall be cooked and prepared by chefs or cooks at the Stadium in compliance with the requirements of Articles 18 and 19, unless otherwise approved in advance and in writing by SMC, and except that baked goods and standard canned and packaged Food items offered by Concessionaire may be cooked and prepared off-site.
- 6.7 Rights of Patrons. Any activity of Concessionaire shall not unreasonably infringe upon the rights of the Patrons. The activities of Concessionaire shall be such as to render service to Patrons in a dignified manner and no pressure, coercion or undue persuasion shall be used by Concessionaire in any attempt to influence Patrons to use the services or products of Concessionaire. Concessionaire shall conduct and operate Stadium Concessions at all times in a manner which does not interfere with the orderly operation of any Home Game, Field Event or Non-Field Event. Concessionaire shall not permit any of the Concessionaire Parties to distribute campaign or political literature or any commercial solicitation literature of any kind at any time at the Stadium or on the Real Property.
- 6.8 Concession Areas and Portables. Concessionaire shall open such Concession Areas and Portables during all Home Games and other Events in which Concessionaire is required to perform services hereunder as it deems necessary in its reasonable business judgment to meet the standards of service set forth in this Agreement. Concessionaire shall provide SMC with a staffing matrix for the various types of

Events at the Stadium (e.g., Home Games, different types of Field Events (including different categories of concerts) and Non-Field Events) (the “Staffing Matrix”). The Staffing Matrix shall be subject to the approval of SMC. Concessionaire shall staff the Concession Areas and Portables in accordance with the approved Staffing Matrix, subject to adjustment as Concessionaire deems necessary in its reasonable business judgment based upon attendance and other factors for a given Event, provided that in all instances Concessionaire shall staff such areas as necessary to meet the standards of service set forth in this Agreement. Within seven (7) days prior to an Event, the Event Host reserves the right to direct Concessionaire to partially or completely close the Stadium Concessions or Catering services at such Event if the Event Host deems (in the exercise of its sole and absolute discretion) (i) such Stadium Concessions or Catering to be inconsistent with the nature or character of the Event being hosted or (ii) necessary for the safety of Patrons or Event Participants or (iii) necessary for the protection of the Stadium. The Event Host reserves the right to direct Concessionaire to partially or completely suspend the sale of any Food and/or Beverage item at any Event if the Event Host deems (in the exercise of its sole and absolute discretion) the suspension of such sales is necessary for the safety of Patrons or Event Participants or for the protection of the Stadium.

- 6.9 Deliveries to Bank. Concessionaire agrees within five (5) Business Days after the execution of this Agreement by all Parties hereto to execute and deliver to Bank and SMC the Third Party Consent and Agreement (the “Third Party Consent”) in the form and content of **Exhibit B** hereto and, if requested by the Bank, agrees to cause an opinion letter in the form and content specified by the Bank (as may be negotiated between Bank and Concessionaire) to be delivered to the Bank from independent legal counsel to Concessionaire reasonably acceptable to the Bank, provided that the reasonable costs and expenses that Concessionaire incurs in connection with the foregoing shall be reimbursed to Concessionaire and deemed Direct Operating Costs hereunder.

7. **Licenses**

- 7.1 General. Concessionaire shall procure and maintain, at its sole expense, all Licenses, which shall either be displayed as required by Law, or, if not required to be displayed by Law, shall be maintained at appropriate Concession Areas to permit, at all times, inspection by SMC, the District, PDB or Governmental Authorities. Concessionaire shall keep all Licenses in full force and effect throughout the Term of this Agreement. No Party shall take any action which may impair the ability of any other Party or Person to hold licenses or permits which are necessary to carry out the objectives of this Agreement or the operation of the Stadium. Concessionaire shall prepare, file and process all applications for the Licenses and their subsequent renewals without lapse. Upon request, SMC and the District shall execute such documents and instruments and take such action (at no out-of-pocket cost, expense or liability to SMC or the District) as may be

reasonably required to assist Concessionaire in obtaining any Licenses. Concessionaire shall immediately notify SMC and the District of any pending or threatened action by any Governmental Authority to modify, amend, limit, revoke or suspend a License. Concessionaire shall deliver a copy of any application filed by Concessionaire for a License within ten (10) Business Days after the filing of such application and shall deliver to SMC and the District a copy of any License granted to Concessionaire within ten (10) Business Days after Concessionaire's receipt of such License.

7.2 Sale of Alcoholic Beverages.

7.2.1 Concessionaire shall, at its sole cost and expense, obtain and maintain in full force and effect throughout the Term, the Liquor License, which may be on a temporary basis until a permanent license is issued. Concessionaire will be responsible for preparing, filing, and processing all renewals for the Liquor License. The Liquor License shall be held in the name of Concessionaire. Concessionaire shall not sell nor permit any Concessionaire Party to sell any Alcoholic Beverages in any part of the Stadium or on the Real Property in violation of any Law. SMC may also impose other requirements and restrictions on the sale of Alcoholic Beverages from time to time, and Concessionaire shall comply with such additional requirements and restrictions upon notice. Concessionaire shall have the sole responsibility of determining whether to serve or to refuse service of Alcoholic Beverages to any Patron; provided, however, the Event Host shall have the right to determine whether Alcoholic Beverages will be made available for sale and whether such sales should be suspended at any time during such Event in accordance with the provisions of subsection 7.2.2. No Party shall take any action that would impair Concessionaire's ability to hold the Liquor License, except to the extent such action is expressly authorized under this Agreement.

7.2.1.1 In the event SMC determines that based upon any negligent action or omission or misconduct of the Concessionaire or Concessionaire Parties, the Liquor License is cancelled, revoked or suspended such that the service of Alcoholic Beverages is not permitted [A] during two (2) Home Games in any NFL Season [B] during three (3) Home Games throughout the Term, or [C] during three (3) Field Events throughout the Term, SMC may (in addition to any other remedies available to SMC and the District), at its option, either (i) terminate this Agreement upon delivery of written notice to Concessionaire; or (ii) assign the rights and responsibility for all sales of Alcoholic Beverages to a third party, together with any operation of any Concessions or Catering which may be necessary to enable the third party to meet requirements governing the Liquor License, while keeping the remaining portions of this Agreement in full force and

effect. In the event a third party provides the sale of Alcoholic Beverages or Concessions or Catering, the proceeds from the Third Party Sale received by such third party shall not be included in Concessionaire Gross Receipts or Home Games Gross Receipts for the purpose of requiring Concessionaire to pay Commissions or Bonus Compensation on such receipts.

7.2.1.2 In the event SMC determines that the cancellation, revocation or suspension of the Liquor License is imminent, the Concessionaire shall immediately, upon receipt of the written request of SMC, take all action necessary to relinquish the Liquor License to SMC or such other third party designated by SMC. Concessionaire agrees to execute and deliver all documents required to relinquish the Liquor License in compliance with all Laws. In the event SMC demands the relinquishment of the Liquor License in accordance with this subsection, SMC or such third party designated by SMC shall be entitled to take possession and ownership of the inventory of Alcoholic Beverages stored at the Stadium by the Concessionaire, subject to payment to Concessionaire of all actual costs incurred by Concessionaire for the inventory of Alcoholic Beverages as set forth on Concessionaire's balance sheet (i.e. not yet applied as a Direct Operating Cost for purposes of calculating Net Profits as set forth herein). In the event of the relinquishment of the Liquor License, SMC or such designated third party and their employees and agents shall be permitted to use those portions of the Stadium Premises and Equipment previously used by the Concessionaire Parties in the sale and distribution of Alcoholic Beverages at the Stadium or on the Real Property, it being the express intent of the Parties to permit SMC or such designated third party to continue with the uninterrupted sale and distribution of Alcoholic Beverages at Events at the same level and in the same manner furnished by the Concessionaire prior to such relinquishment. In the event SMC demands the relinquishment of the Liquor License in accordance with this subsection, Concessionaire agrees not to remove any of its personal property used in the sale and distribution of Alcoholic Beverages at the Stadium or on the Real Property without the prior written consent of SMC (which consent may be withheld in the sole and absolute discretion of SMC) and Concessionaire agrees to remove any of its inventory of Alcoholic Beverages from the Stadium and the Real Property if requested by SMC. The rights of SMC pursuant to the terms of this subsection shall be in addition to and not in lieu of any other remedies available to SMC or the District. Provided that Concessionaire has provided complete, true and accurate information in all material respects on its application to receive a Liquor License and on all documents in support thereof,

SMC agrees to cooperate in a commercially reasonable manner with Concessionaire's efforts to reinstate the Liquor License in the name of Concessionaire as promptly as possible; provided, however, that Concessionaire shall promptly reimburse SMC for any reasonable out-of-pocket costs and expenses (including reasonable attorneys' fees) associated therewith.

7.2.1.3 If the Liquor License is cancelled, revoked or suspended (except in cases where such cancellation, revocation, or suspension is primarily due to the acts or omissions of SMC, the District, and/or a third party not affiliated with or under the control of Concessionaire): (i) Concessionaire shall be obligated to pay the Event Host an amount equal to what would have been the expected Commissions and Bonus Compensation (pursuant to the estimate in Section 26.4) from the sale of Alcoholic Beverages at the Event under Sections 26.1 and Section 26.3 had the sale of Alcoholic Beverages been permitted less the amount of any Third Party Commissions received by the Event Host attributable to the sale of Alcoholic Beverages at the Event by a third party, and (ii) Gross Receipts, F&NAB Gross Receipts, Concessionaire Gross Receipts and Home Games Gross Receipts, for all purposes of this Agreement, shall be increased by an amount equal to the amount of Gross Receipts, F&NAB Gross Receipts, Concessionaire Gross Receipts and Home Games Gross Receipts which would have been expected from the sale of Alcoholic Beverages at the Event had the sale of Alcoholic Beverages been permitted. Subject to SMC's right to terminate this Agreement pursuant to the provisions of subsection 7.2.1.1, provided that Concessionaire has provided complete, true and accurate information in all material respects on its application to receive a Liquor License and on all documents in support thereof, SMC agrees to cooperate with Concessionaire's efforts to reinstate the Liquor License in the name of Concessionaire as promptly as possible; provided, however, that Concessionaire shall promptly reimburse SMC for any reasonable out-of-pocket costs and expenses (including reasonable attorneys' fees) associated therewith.

7.2.2 The Event Host shall have the right to determine in its sole and absolute discretion whether or not Alcoholic Beverages may be sold or consumed in the Stadium or on the Real Property or any part thereof during the Event; provided, however, that the Event Host must notify Concessionaire in writing at least seven (7) days prior to the Event if Alcoholic Beverages are not to be served at such Event and the Event Host shall not make such determination for any Home Games for any material portion of the Stadium without the agreement of Concessionaire. For purposes of the foregoing sentence, a portion of the Stadium shall only be deemed to be "material" if

it contains seating for 5,000 or more Patrons. In addition, Concessionaire agrees that it will, promptly after the request of the Event Host, cease the sale of Alcoholic Beverages at an Event where the Event Host determines, in its sole and absolute judgment, that such cessation is necessary for the safety of Patrons or Event Participants or for the protection of the Stadium. The Event Host shall not be liable to Concessionaire for any losses or damages (including any lost revenue) resulting from the decision not to authorize or to discontinue, either in whole or in part, the sale of Alcoholic Beverages at such Event, other than in connection with any Home Games.

- 7.2.3 Concessionaire shall provide at its sole expense Alcohol Awareness Training for all Concessionaire Parties involved in the sale, distribution or monitoring of Alcoholic Beverage consumption at the Stadium. Each Concessionaire Party must complete this Alcohol Awareness Training prior to handling, dispensing, or selling any Alcoholic Beverage. Upon receipt of a written request by SMC, Concessionaire shall deliver copies of all written materials provided to attendees of the Alcohol Awareness Training, the dates training sessions were held, and the names of all training attendees and their corresponding positions or titles in the operation of Stadium Concessions.

8. Liaisons and General Manager

- 8.1 District Liaison. The District shall appoint a liaison (the “District Liaison”) to which all Concessionaire’s inquiries relating to the operation of Stadium Concessions at District Events may be directed. The District initially designates Matt Sugar as the District Liaison. The District may change the District Liaison from time to time upon delivery of written notice to Concessionaire. The District Liaison shall have the authority to provide approvals or consents which Concessionaire is required to obtain from the District under this Agreement.
- 8.2 SMC Liaison. SMC shall appoint a liaison (the “SMC Liaison”) to which all Concessionaire’s inquiries relating to the operation of Stadium Concessions at SMC Events and Non-Host Events may be directed. SMC initially designates Jay Roberts as the SMC Liaison. SMC may change the SMC Liaison from time to time upon delivery of written notice to Concessionaire. The SMC Liaison shall have the authority to provide approvals or consents which Concessionaire is required to obtain from SMC under this Agreement.
- 8.3 General Manager. The Concessionaire shall at all times designate an individual to act as the Concessionaire’s general manager (the “General Manager”) who shall have the responsibility of supervising the Concessionaire’s operation of the Stadium Concessions and the performance of the Obligations. The Concessionaire initially designates Jay Morrison as the General Manager. Concessionaire shall have the right to change the appointment of the General Manager with the consent

of SMC. The General Manager shall at all times on and after April 10, 2019, maintain his or her principal residence within a fifty (50) mile radius of the Stadium. The General Manager shall be available on a daily basis to respond to inquiries from SMC concerning the operation of the Stadium Concessions and the Concessionaire's performance of the Obligations. Except where circumstances beyond Concessionaire's control preclude the giving of such notice, Concessionaire shall provide SMC with not less than thirty (30) days advance written notice of its intent to change the appointment of the General Manager. Prior to the Concessionaire's appointment of any successor General Manager, Concessionaire shall provide SMC with information pertaining to the background and educational and work experience of any proposed successor General Manager and shall consult with SMC prior to the appointment of a successor General Manager. Concessionaire agrees to use its best efforts to avoid changing the appointment of the General Manager during NFL Seasons. If SMC notifies Concessionaire of a reasonable objection to the General Manager, Concessionaire shall have thirty (30) days after receipt of such notification in which to attempt to resolve the objection. If the Concessionaire is unable to resolve the objection within such thirty (30) day period, Concessionaire will appoint a replacement General Manager in accordance with the provisions of this Section 8.3.

9. Notice of Event

9.1 Identification of Event Host. The District shall provide Concessionaire with a minimum of seven (7) days' advance written notice of District Events and SMC shall provide Concessionaire with a minimum of seven (7) days' advance written notice of SMC Events and Non-Host Events.

10. Grant of Exclusive Rights; Limitation; and Merchandise Exclusion

10.1 SMC and the District hereby grant Concessionaire the exclusive right on the day Home Games, Field Events and Non-Field Events are hosted at the Stadium to manage, operate and provide (a) all Stadium Concessions and Catering at (i) the Stadium, (ii) the Sports Legends Mall, and (iii) Mile High Monument, and (b) Premium Concessions in the Club Lounges and Champions Club subject to (x) limitations based on SMC's and/or the District's existing agreements and course of dealing (all as reasonably interpreted by SMC and/or the District) with the Premium Concessionaire(s) relating to the Club Lounges and Champions Club as of the Effective Date (the "Existing CL & CC Arrangements"), (y) agreements with any other Premium Concessionaire(s) entered into in the future by SMC and the District in their sole discretion that maintain the substance of the Existing CL & CC Arrangements for the applicable locations, and (z) subject to the approval of Concessionaire (not to be unreasonably withheld, conditioned or delayed), agreements with any other Premium Concessionaire(s) entered into in the future by SMC for the applicable locations that materially deviate from the substance of the Existing CL & CC Arrangements. Notwithstanding the rights granted to the

Concessionaire in the foregoing sentence, Concessionaire shall not have the right to sell Concessions (including Premium Concessions) or provide 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 the Executive Suites and the Executive Suites Concourses;

10.1.2 the Non-Public Areas;

10.1.3 Counties Gateway Plaza (the west entrance to the Stadium), the east and north entrances to the Stadium, Stadium Club, Restaurants and Brew Pubs;

10.1.4 areas outside of the Stadium and on the Real Property (including the parking lots);

10.1.5 Culinary Events;

10.1.6 Unique Diet Catered Events;

10.1.7 Special Stadium Events;

10.1.8 Premium Concessionaire Events

10.1.9 The field at the Stadium; and

10.1.10 Any areas that are a part of future developments or additions to the Stadium.

Concessionaire acknowledges that, consistent with subsection 10.1.1, Premium Concessionaire may provide Concessions or Catering to Patrons in the Executive Suites Concourses and the Club Lounges, and to any other areas designated by SMC or the District.

- 10.2 The Parties acknowledge and agree that SMC and the District are attempting to obtain rights to host certain Special Stadium Events of national or international importance at the Stadium, including but not limited to the Olympics and the FIFA World Cup, and other live touring and entertainment special events, such as those offered by Feld Entertainment, which are deemed Special Stadium Events hereunder, and not subject to Concessionaire’s exclusive rights, as referenced under Section 10.1 above. At SMC’s or the District’s election, they may specify that, for each Special Stadium Event, (i) this Agreement shall not apply to the particular Special Stadium Event, and Concessionaire has no rights to manage, operate or provide Foodservices at such Special Stadium Events, in which case a third party conducting the Special Stadium Event, SMC, or the District may contract with any third party to provide Foodservices and other services at the Stadium for such

Special Stadium Events, (ii) this Agreement shall not apply to the particular Special Stadium Event, but a third party conducting the Special Stadium Event, SMC, or the District will offer to Concessionaire the opportunity to provide some or all of the Foodservices described herein at such Special Stadium Event on different contractual terms agreed upon by the Parties; (iii) this Agreement shall apply to the particular Special Stadium Event; or (iv) this Agreement shall apply only in part or on a non-exclusive basis to the particular Special Stadium Event (as designated by SMC or the District), with a third party being authorized to provide certain Foodservices at such Special Stadium Event. In the event that any provisions of this Agreement are required to be modified in order for SMC or the District to obtain, or improve SMC's or the District's chances to obtain, any Special Stadium Events (at the District's or SMC's good faith determination), then Concessionaire will enter into amendments requested by SMC and the District related thereto.

- 10.3 Except as may be provided under any separate written agreement(s) entered into between SMC and Concessionaire, Concessionaire is not granted any right hereunder to offer or sell Merchandise, or any other rights related to Merchandise at the Stadium or Real Property. SMC and PDB shall be permitted to market and sell Merchandise throughout the Stadium, all consideration received from the sale of Merchandise shall belong to SMC and PDB, and Concessionaire is not entitled to any share therein pursuant to this Agreement (but may share in the same pursuant to any separate written agreement(s) entered into between SMC and Concessionaire).
- 10.4 In order to protect Concessionaire's rights to provide Stadium Concessions and Catering under this Agreement, except as otherwise permitted or contemplated under the terms of this Agreement (e.g., the Premium Concessionaire Agreement), SMC agrees to prohibit other vendors from selling Food and Beverages in the Stadium, at the Sports Legends Mall and Mile High Monument on the days of Home Games, Field Events and Non-Field Events (to the extent permitted by Law); provided that nothing shall prevent SMC and the District from granting rights to other vendors to sell Food or Beverages at any other location on the Real Property. SMC and the District have no obligation to prohibit Patrons from bringing food or beverages of any type to the Stadium, and currently they permit Patrons to bring food and non-alcoholic beverages to the Stadium.
- 10.5 The Parties acknowledge that the Lease may be amended by the District, PDB, and SMC, and that such amendments may modify the Real Property subject to the Lease. In particular, it is contemplated that certain of the Real Property on the south side may be released from the Stadium Lease, which may include part or all of the Sports Legends Mall. Concessionaire agrees that the District, PDB, and SMC shall have the right to amend the Lease at their sole discretion, including to modify the Real Property subject to the Lease. In such event, the grant of rights to Concessionaire and Obligations of Concessionaire hereunder shall be deemed

modified accordingly, with no compensation to Concessionaire, so as not to cover any property no longer included in the Real Property under the Lease.

11. Concessionaire's Obligations to Provide Concessions

11.1 Management and Operation of Concessions. Concessionaire hereby agrees that it shall manage, operate and provide all (i) Concessions to the Stadium Bowl, Club Seats, Sports Legends Mall, and Mile High Monument, (ii) Catering to such locations, and (iii) Premium Concessions in the Club Lounges and Champions Club (subject to the terms of Section 10.1), all on the day that Home Games, Field Events or Non-Field Events are hosted at the Stadium (except if such Event or location is an Exclusion), commencing on the Effective Date and continuing during the entire Term, in accordance with the provisions of this Agreement. In addition to the foregoing described Concessions, if requested by an Event Host, Concessionaire shall manage, operate and provide the following:

11.1.1 Concessions, Premium Concessions or Catering to any areas of Stadium or Real Property (except for the Executive Suites) requested by the Event Host during Home Games, Field Events, Non-Field Events, Catered Events and Special Stadium Events; and

11.1.2 the sale and distribution of Alcoholic Beverages, to the extent permitted under the Liquor License, to (i) the Club Lounges, Concourses, and any other areas of the Stadium requested by the Event Host during Home Games and Field Events, and (ii) any such areas of the Stadium requested by the Event Host during Premium Concessionaire Events, Non-Field Events, Catered Events (including on days when no other Events are taking place), and Special Stadium Events; it being understood and agreed that any costs and expenses incurred by Concessionaire for additional licenses or permits necessary for Concessionaire to perform such services shall be deemed Direct Operating Costs. Notwithstanding the foregoing provisions of this Section 11.1, Concessionaire shall not be required to provide Concession services (including the sale or distribution of Alcoholic Beverages) at any Restaurants or Brew Pubs, unless required by SMC pursuant to the provisions of Section 25.1.

11.2 Special SMC and District Concessions. At the request of SMC or the District, Concessionaire shall:

11.2.1 sell Food and Beverages to employees, staff, and directors of SMC, PDB, and the District and employees, staff, and directors of Affiliates of SMC, PDB, or the District doing business or working at the Stadium at fifty percent (50%) of the retail price;

- 11.2.2 provide Catering services for Non-Public Areas or in parking lot areas designated by SMC or the District during days when no Events are occurring (other than the Catered Event) at Concessionaire's actual cost plus ten percent (10%);
- 11.2.3 provide Catering services for Culinary Events at Concessionaire's actual cost plus ten percent (10%);
- 11.2.4 provide Catering services for media at any Events at Concessionaire's actual cost plus ten percent (10%);
- 11.2.5 sell Food and Beverages to certain Event Participants during Home Games and Field Events at a discount of up to fifty percent (50%) off of the retail price (as designated by SMC or the District);
- 11.2.6 provide Catering services at private functions at the Stadium or on the Real Property hosted by SMC, PDB, or Affiliates of SMC or PDB ("Private SMC Functions") or the District or Affiliates of the District ("Private District Functions") at Concessionaire's actual cost plus ten percent (10%);
- 11.2.7 provide Concessions services to SMC, District, and PDB employees, staff, and directors in an employee cafeteria setting, if SMC establishes an employee cafeteria, on a year-round basis, up to five days per week as designated by SMC, and provide Foodservices for SMC, District, and PDB employees, staff, and directors on Event days, training days, and other days as requested by SMC, in all cases (except as described in Section 11.2.8 below) with the invoiced cost for such Concessions to the SMC, District, and PDB employees, staff, and directors not exceeding Concessionaire's actual cost plus ten percent (10%); and
- 11.2.8 provide a full hot lunch to SMC, District, and PDB employees, staff, and directors, at no cost to the employees, staff, and directors, every Wednesday from August 1st through the end of the NFL Season during each Contract Year, which shall be provided at the employee cafeteria described in Section 11.2.7 above, if SMC establishes such cafeteria. Concessionaire's expenses in providing this lunch are deemed Direct Operating Costs hereunder.

SMC or the District, as applicable, shall provide not less than ten (10) Business Days' prior notice of any Private SMC Function or Private District Function, which notice shall include the time and date, expected number of participants and description of Food, Beverages and services to be provided at such function. All sales under this Section 11.2 shall be included in Gross Receipts, F&NAB Gross Receipts, Concessionaire Gross Receipts or Home Games Gross Receipts, as applicable, unless excluded under the definition of "Gross Receipts" in **Schedule I**, provided that notwithstanding any provision herein to the contrary, (a) receipts

from sales under this Section 11.2 and its subsections shall be excluded from the calculation of any Commissions and shall otherwise be non-commissionable for all purposes under this Agreement and (b) all costs incurred by Concessionaire in providing the services and accommodating the discounted sales in this Section 11.2 and its subsections shall be deemed Direct Operating Costs. SMC or the District, as applicable, shall pay Concessionaire for Catering services under this Section 11.2 within forty-five (45) days after receipt of Concessionaire's invoice therefor, unless Concessionaire is paid by a third party directly therefor.

- 11.3 Occupancy Requirement. Concessionaire shall cause not less than fifteen percent (15%) of the total square footage allocated for (i) Food and Beverage sales in the space within the Concession Areas and Portables to be occupied, either directly or through subcontracts, by Persons that maintain their principal place of business in Colorado (the "Occupancy Requirement"). Concessionaire shall provide reasonable evidence of compliance with the Occupancy Requirement promptly upon the request of either SMC or the District.
- 11.4 M/W/DBE Plan. SMC, the District, and Concessionaire agree that minority-owned business enterprises, women-owned business enterprises, and disadvantaged business enterprises (collectively, "M/W/DBE") shall be afforded an opportunity to participate in Stadium Concessions. Concessionaire agrees to encourage the participation and promotion of M/W/DBE in performing the Obligations. In furtherance of the provisions of this Section 11.4, Concessionaire agrees to develop and implement a community outreach program that encourages the involvement and participation of minority and women-owned vendors and suppliers in accordance with Concessionaire's plan attached hereto as **Exhibit C**, which may be based the existing programs in place at the Stadium. This community outreach program must meet any requirements designated by the District or SMC, and will be updated annually and submitted for the District's and SMC's approval, on or before July 1st of each year during the Term.
- 11.5 Level of Operations. Concessionaire agrees to manage and operate the Required Concessions at a level comparable to that provided in the Similar NFL Facilities and, with respect to Non-Field Events at a level comparable to that provided in the Similar Local Facilities and Similar Market Facilities. Concessionaire shall not perform any of the Obligations away from the Stadium, without the prior written approval of SMC and the District. Concessionaire agrees to maintain throughout the Term the quality of packaging, containers, sales material, menus, cups, napkins and other items at a level greater than or equal to the level necessary to conduct the Foodservices at the level described herein. Concessionaire shall operate and conduct all Required Concessions in a manner that assures that all Patrons shall be promptly, satisfactorily and courteously served. Concessionaire shall provide all necessary working capital and inventory to operate the Required Concessions at the Stadium at the levels required under this Agreement.

11.6 Subconcessionaires. Concessionaire shall not enter into an agreement with a Subconcessionaire or otherwise delegate or subcontract any Obligations to any Subconcessionaire, subcontractor or agent (each a “Subconcessionaire Agreement”) without the prior written approval of SMC. SMC’s withholding of approval of a Subconcessionaire Agreement shall not be unreasonable if the reputation or financial responsibility of the proposed Subconcessionaire is unsatisfactory to SMC or if the operation of Stadium Concessions by the proposed Subconcessionaire would violate the provisions of any Sponsorship Agreements, Other Agreements or Laws, or if the proposed Subconcessionaire or any of its affiliates failed to perform its obligations under any agreement with SMC or any of its Affiliates, or if the proposed Subconcessionaire refuses to covenant and agree to comply with any terms and conditions of this Agreement which SMC may require, in its sole and absolute discretion, to be included within such Subconcessionaire Agreement. At least thirty (30) days prior to entering into any proposed Subconcessionaire Agreement, Concessionaire shall deliver to SMC a statement requesting SMC’s consent and containing the name and address of the proposed Subconcessionaire, a true, correct and complete copy of the proposed Subconcessionaire Agreement and such financial and other information with respect to the proposed Subconcessionaire as SMC may request. SMC shall provide Concessionaire notice of its consent or non-consent within twenty (20) days of its receipt of such statement, proposed Subconcessionaire Agreement and Subconcessionaire financial information. The Food and Beverage preparation practices (including the location of such preparation) of any Subconcessionaire shall be subject to the prior written approval of the Event Host in its sole and absolute discretion. Concessionaire shall use all commercially reasonable efforts to enforce Subconcessionaire Agreements and to collect Net Subconcessionaire Sales.

11.6.1 All Subconcessionaire Agreements shall specifically identify SMC as a third party beneficiary of such agreements. Concessionaire hereby grants, transfers and assigns to SMC all the right, title and interest of Concessionaire in, to or under any and all Subconcessionaire Agreements which are now or hereafter entered into by Concessionaire, provided that such assignment shall only be effective in the event of any termination of this Agreement and only at the election of SMC. Notwithstanding any such assignment, Concessionaire shall have the right to receive any accrued but unpaid amounts due to it from any such Subconcessionaire under the assigned Subconcessionaire Agreement, subject to Concessionaire’s duty to pay the appropriate Commissions, F&NAB Net Profit Payment, and Bonus Compensation to SMC pursuant to Article 26. SMC may reassign its rights and interests in any such Subconcessionaire Agreement to the Collateral Agent, any designee thereof, a substitute concessionaire or any other person or entity and such assignee may exercise SMC’s rights and interests in the Subconcessionaire Agreement. Concessionaire shall cause each Subconcessionaire Agreement to provide for such assignment and

reassignment provided that SMC and any subsequent assignee shall enter into a non-disturbance and attornment agreement with such Subconcessionaire.

- 11.7 Transactions in Name of Concessionaire. In performing all Obligations, Concessionaire shall transact business on its own account and in its own name. Except as otherwise provided herein, Concessionaire shall pay all costs and expenses incurred by it in the performance of the Obligations. Unless otherwise agreed by the relevant Party in writing, Concessionaire shall not make purchases or incur expenses in the name of SMC or the District.
- 11.8 Third-Parties Use of Concession Areas, Staffing Areas, Portables and Equipment. If, in accordance with the terms of this Agreement, third parties are permitted to provide Concessions or selected by either SMC or the District to provide Concessions, in whole or in part, at any Catered Event, Culinary Event, Unique Diet Event, Special Stadium Event, or in any other Event or area that constitutes an Exclusion hereunder, the third parties shall be permitted to access and use the Concession Areas, Portables, Staffing Areas and Equipment (such activities by third parties, individually and/or collectively, as the context may require, hereinafter “Third Party Event Services”). All reasonable out-of-pocket expenses incurred by the Concessionaire (including labor costs) in removing the Concessionaire’s Inventory and/or reasonably preparing such areas to be used by a third party as part of an Exclusion, and all reasonable out-of-pocket costs and expenses incurred by Concessionaire to repair or replace Equipment to the extent the same is damaged during use by a third party, shall be deemed a Direct Operating Cost hereunder. In the alternative, at SMC’s or the District’s election, SMC or the District may reimburse Concessionaire for such expenses instead. Notwithstanding any provision of this Agreement to the contrary, no third party shall have the right to use any of the Concessionaire’s Inventory or those areas of the Concession Areas which are used by the Concessionaire for its administrative offices, storage areas or Liquor or Cash Storage Areas.

Notwithstanding any provision herein to the contrary, the Parties agree as follows with respect to any Third Party Event Services:

- (a) any and all revenue from Third Party Event Services shall be collected and retained by the third party, SMC, and/or District exclusively and not included in Gross Receipts;
- (b) Concessionaire shall have no responsibility for the Third Party Event Services, and shall incur no cost or expense related thereto (provided that any costs or expenses incurred by Concessionaire in connection with services provided by Concessionaire at the Third Party Event Services will be considered Direct Operating Costs);

- (c) in no event shall any Third Party Event Services require usage, or otherwise impact or impair, Concessionaire's alcoholic beverage licenses or permitting at the Stadium Premises and/or the Real Property (as applicable); and
- (d) the Third Party Event Services provider shall be required to agree to fully indemnify, defend and hold harmless Concessionaire from and against any and all demands, claims, suits, cause or causes of action that may arise from or relate to the Third Party Event Services, including claims from third parties for damage to persons or property, fines, and other losses, as well as any and all damages to Concessionaire's property, except to the extent attributable to the negligence or willful misconduct of Concessionaire.

11.9 Delivery of Ice at Home Games. Concessionaire agrees to deliver during a specified period prior to the scheduled start of each Home Game, at the request of SMC, crushed ice in an amount designated by SMC to the Locker Rooms and other locations designated by SMC. SMC shall pay Concessionaire an amount equal to Concessionaire's cost for the ice, plus ten percent (10%), within 45 days after receipt of Concessionaire's invoice therefor. Such amounts shall not be included in Gross Receipts or Concessionaire Gross Receipts.

11.10 Premium Concessionaire Events. Concessionaire agrees (provided Concessionaire has received advance notice of such Premium Concessionaire Event) to provide the sale and distribution of Alcoholic Beverages at Premium Concessionaire Events at a level requested by the Premium Concessionaire consistent with the nature of the Premium Concessionaire Event which shall include Concessionaire's performance of the following:

- 11.10.1 Concessionaire shall provide an adequate variety and quantity of Alcoholic Beverages including premium beer, wines, champagne and liquors when consistent with the nature of the Premium Concessionaire Event;
- 11.10.2 All Alcoholic Beverages service provided at Premium Concessionaire Events shall, unless otherwise requested by the Premium Concessionaire, be by glassware (not plastics or other disposables) appropriate for such event and such glassware shall not contain the name, initials or logo of the Concessionaire;
- 11.10.3 Concessionaire agrees to complete the set-up of all Alcoholic Beverage service areas at least one (1) hour prior to the commencement of the Premium Concessionaire Event; and

- 11.10.4 Concessionaire shall provide an adequate number of Stadium Employees at Premium Concessionaire Events to provide a level of service consistent with the nature of the Premium Concessionaire Event including servers, clearers and bartenders and all such Stadium Employees shall be appropriately dressed to coordinate with the level of attire worn by Premium Concessionaire's employees at such Premium Concessionaire Event, including tuxedos for formal Premium Concessionaire Events.

12. **Premium Concessions and Catering**

- 12.1 Required Concessions Service for Club Seats. Pursuant to Section 11.1, an Event Host may require Concessionaire to provide Concessions, Premium Concessions, Catering, and (to the extent permitted by the Liquor License) sale and distribution of Alcoholic Beverages in the Club Lounges to the extent, and at those Events, specified by the Event Host.
- 12.2 Catering. Concessionaire shall provide Catering services pursuant to the provisions of subsection 11.1.1 and Section 11.2.
- 12.3 Invoices. Concessionaire shall provide SMC with copies of all invoices which Concessionaire delivers to any Person in connection with Catered Events. The form of invoice used by Concessionaire (including Concessionaire's itemization of services provided) is subject to the review and approval of SMC, and Concessionaire agrees that no invoice shall reflect any Commissions, F&NAB Net Profit Payments, Bonus Compensation, or other compensation, fees or charges which Concessionaire must pay to SMC pursuant to the terms of this Agreement.
- 12.4 Concessionaire's Offer to Take Over Premium Concessionaire Services. Concessionaire has offered to provide, in addition to the Obligations hereunder, those services provided as of the date hereof by Premium Concessionaire under the Premium Concessionaire Agreement, which consist of Concessions and Catering for the Executive Suites, the Executive Suites Concourses, the Club Lounges and Champions Club (for certain Events), and at certain other Catered Events reserved to Premium Concessionaire herein. SMC may accept this offer at any time during the Term, in which event the terms set forth in that Premium Concessions Supplement attached as **Exhibit D** hereto shall apply.

13. **Vending Machines**

- 13.1 No Stadium Concessions will be sold through vending machines without the prior written consent of SMC as to each of the products offered through the vending machine, the location of each vending machine, the quality and appearance of each vending machine and product, and any other factors that SMC deems relevant, and

the consent of SMC may be withheld in the sole discretion of SMC. Any amounts received by Concessionaire from a vending machine at the Stadium shall be deemed part of the Gross Receipts hereunder. Subject to the provisions of the Lease, SMC shall have the right to provide either directly or through subcontractors, vending services in the Non-Public Areas. In the event SMC provides vending services in the Stadium or on the Real Property, SMC shall be entitled to retain any income and revenue attributable to such services. Concessionaire has no right to operate, provide, offer, or place any video or coin-operated games under this Agreement.

14. Hours of Operation

14.1 General Hours of Operation. Subject to the provisions of Section 6.8, Concessionaire's hours of operation shall be determined by mutual agreement of Concessionaire and the Event Host and will vary by Event and day.

14.2 Home Games and Field Events. Subject to the provisions of Section 6.8, Concessionaire shall have Concession Areas, Portables and Club Lounges (if applicable) open and in operation (i) upon Stadium Gate Opening for each Home Game or Field Event, (ii) during each Home Game or Field Event, and, (iii) for selected Concession Areas, Portables, and Club Lounges designated by the Event Host, up to one (1) hour after the conclusion of each Home Game or Field Event, or as otherwise may be reasonably requested or approved by the Event Host. The Concession Areas, Portables and Club Lounges shall not be open or in operation on days when there are no Events scheduled at the Stadium, except as may be approved in writing by SMC in its sole and absolute discretion. Concessionaire is solely responsible for setting up and tearing down all portable Equipment used as part of the Obligations hereunder, including all Portables and work tables.

14.3 Non-Interference. All Stadium Concessions shall be conducted and operated in a manner so as not to interfere with the orderly operation of Home Games, Field Events or Non-Field Events. Except for roving vendors as may be permitted under Section 4.5 hereof, Stadium Concessions shall be operated and conducted only from Concession Areas, Portables, the Sports Legends Mall, and the Mile High Monument, unless additional locations are approved by the Event Host.

15. Performance Standards

15.1 Responsibility for Performance of Foodservices and Products. Between Concessionaire, on one side, and SMC and the District, on the other side, Concessionaire shall have the responsibility for carrying out the Foodservices, and determining the performance standards for all items related to the Foodservices, including the selection and quality of products and services, Inventory selection, mix, and levels, and customer service, subject to the reasonable approval of SMC and the other terms of this Agreement.

- 15.2 Service Problems. Concessionaire shall anticipate and resolve service problems pertaining to the operation of Required Concessions or other Foodservices as soon as possible and Concessionaire shall use its best efforts to resolve such problems before the end of the Event in which they arise. The General Manager and other members of Concessionaire's Management Team shall review problems as they occur and discuss and implement solutions to prevent their recurrence. By way of example, indicators or problems include Patron complaints, excessively long lines at Concession Areas, Portables or Club Lounges for sustained periods of time, bottlenecks at Concession Areas, Portables or Club Lounges causing gaps in lines, delays in production, products that are difficult or time consuming to serve, and running out of Food, Beverages or condiments.
- 15.3 Resolution of Complaints. Concessionaire shall resolve in a commercially reasonable manner as soon as possible, all Patron complaints received by Concessionaire with respect to the Required Concessions or other Foodservices. SMC and the District shall refer any complaints received by them from Patrons pertaining to Required Concessions or other Foodservices to Concessionaire. Concessionaire shall notify SMC of any written complaint received by Concessionaire or any complaint that is not fully resolved before the end of the Event to which the complaint relates (each such complaint is herein referred to as a "Patron Complaint"). Concessionaire shall keep SMC fully apprised of the status of any meetings or proceedings to resolve a Patron Complaint and shall promptly notify SMC upon final resolution of each Patron Complaint. Concessionaire shall immediately bring serious Patron Complaints to the attention of the Event Host. All complaints by Patrons pertaining to Required Concessions shall be resolved at Concessionaire's sole expense, though the same may be included as Direct Operating Costs to the extent not due to Concessionaire's negligence or willful misconduct.
- 15.4 Notification to SMC of Verbal Complaints. Material verbal complaints, comments and suggestions received by Concessionaire from Patrons shall, in such manner as may be mutually agreed by SMC's and Concessionaire's respective onsite management, be reduced to writing by Concessionaire and submitted to SMC.
- 15.5 Periodic Surveys. On a periodic basis as requested by SMC, Concessionaire shall conduct Surveys to evaluate Patron satisfaction with respect to all aspects of the Stadium Concessions or any other Foodservices. The form, content and census of the Surveys shall be as designated by SMC and reasonably acceptable to Concessionaire, or as may be required by the NFL, and the results of such Surveys shall be promptly submitted to SMC. Such Survey results may be used by the Parties in evaluation of certain bonus and penalties as set forth in Section 26.11 of this Agreement (Key Performance Indicators).
- 15.6 Monitoring Program. Concessionaire shall develop and implement an internal program to continually monitor and evaluate and to address proposed changes that

would enhance the overall operation of the Stadium Concessions. In addition, the General Manager (or its designee) shall meet with the SMC Liaison (and with the District Liaison, if requested by the District) on a regular basis (as designated by SMC), (i) to review and evaluate the performance of Concessionaire in aspects including maintenance and cleaning operations, operation of the Stadium Concessions, staff training and development, and community outreach efforts; and (ii) to recommend ways to improve the overall service provided by Concessionaire.

- 15.7 Annual Program. Each Contract Year, no later than July 1st, Concessionaire must prepare and provide to SMC a written foodservice sales program setting forth specific financial and operational goals for the Concessions, Catering, and other services to be provided by Concessionaire herein for the next year period, and specific methods to be adopted to achieve those goals. Concessionaire shall provide a copy of this program to SMC and obtain the approval of SMC before implementing the program.
- 15.8 SMC's Right to Test Products. SMC reserves the right to examine, sample and otherwise test Concessionaire's products at any time for the purposes of assessing quality and portion size. All products kept for sale or use by Concessionaire shall be subject to inspection and investigation by SMC. Any product rejected by SMC shall be removed from the Stadium immediately and not returned for sale.
- 15.9 SMC Authority. Concessionaire shall have ultimate responsibility for determining the standards of performance for the Concessions and other services to be provided hereunder by Concessionaire, including the quality of services rendered, staffing levels, and manner and methods of performance, but such standards shall be subject to the reasonable approval of SMC. Concessionaire shall also have ultimate responsibility for the standards for products offered in the Concessions and other services, including but not limited to what type of products, brands, suppliers, and portions of Food and Beverages are offered and sold at the Stadium, but such standards shall be subject to the reasonable approval of SMC; provided that, consistent with current Law, in no event shall SMC cause or direct Concessionaire to offer for sale any particular brand of alcoholic beverages in connection herewith (this clause shall not apply in the event that there is a change in the applicable Law which in SMC's and Concessionaire's reasonable interpretation permits SMC to cause or direct the same).

16. **Procurement Policy and Branded Products**

- 16.1 Sources. Concessionaire shall purchase Food, Beverages, and operating supplies from whatever source or sources that will establish and effect procedures which assure the quality and quantity required, subject to Sections 16.2 and 20.1.1 below. All such purchases shall be in Concessionaire's name and payment shall be made directly to the supplier.

- 16.2 Branded Products and Services and Other Designated Sources. SMC and/or PDB may enter into Sponsorship Agreements which may include product availability rights at the Stadium in accordance with this Section 16.2. Concessionaire shall acquire and sell Branded Products or other Food or Beverages items, and acquire and use other specifically sourced services and products in the operation of the Foodservices at the Stadium, when required by the terms of a Sponsorship Agreement entered into by SMC or PDB; provided that, (i) consistent with current law, in no event shall SMC or PDB cause or direct Concessionaire to offer for sale any particular brand of alcoholic beverages in connection with this Agreement and such services (this clause (i) shall not apply in the event that there is a change in the applicable Law which in SMC's and Concessionaire's reasonable interpretation permits SMC to cause or direct the same) and (ii) the applicable designated products are available to Concessionaire at prices, terms, quality and quantity at least comparable to those generally available to Concessionaire from suppliers of similar products. Any payments made by the supplier of such Food or Beverage designated by SMC or PDB for the right to have such Food or Beverages sold at the Stadium shall be retained by SMC or PDB (whichever is applicable) and shall not be included in Gross Receipts, F&NAB Gross Receipts, Concessionaire Gross Receipts or Home Games Gross Receipts. Concessionaire shall have no rights to any such payments made by suppliers, or any part thereof. Concessionaire shall not at any time offer an exclusive right to any supplier of Food or Beverages. Concessionaire shall not knowingly offer for sale any Branded Products which directly compete with Branded Products that are the subject of a Sponsorship Agreement or which would otherwise violate a Sponsorship Agreement; it being understood and agreed that (a) SMC shall not require Concessionaire to take any action to comply with any Sponsorship Agreement which would cause Concessionaire to violate any terms of this Agreement or Law, and (b) SMC shall give reasonable advance notice to Concessionaire of any Sponsorship Agreement that requires particular Branded Products to be sold at the Stadium and any prohibited competing products in connection with the same that are not to be sold at the Stadium. Concessionaire acknowledges and agrees that the use of Branded Products may require the use of special graphics, customized logoed containers, serving papers, and wraps.
- 16.3 Food and Beverage Donations. SMC may utilize third party vendors to distribute Food and Beverage items donated free of charge to SMC for consumption or use in areas of the Stadium or Real Property designated by SMC. SMC shall also be permitted, subject to the terms of Section 22 of this Agreement, to permit the distribution of certain complimentary Food and Beverages to Patrons.
- 16.4 No Right to Grant Exclusives. Concessionaire shall have no right to grant any exclusivity rights related to the Food, Beverages, and any other products used or offered hereunder related to the Stadium, Real Property, or any Events.

17. **Menus; Pricing and No Charge Items**

- 17.1 Planning and Preparation. The quality, portion size and price of each Food and Beverage item shall be determined by Concessionaire, but such determinations shall be subject to the reasonable approval of SMC.
- 17.2 Annual Meeting. On an annual basis no later than July 1 prior to the scheduled start of each NFL Season, the General Manager shall meet with representatives from SMC to review the selection and pricing of Food and Beverage items which Concessionaire proposes to offer for sale at Home Games, Field Events and Non-Field Events during the forthcoming year. Concessionaire shall compile a descriptive listing of all Food and Beverage items (together with proposed pricing) to be offered for sale at Home Games, Field Events and Non-Field Events during the forthcoming year, along with ingredients, portion sizes and prices at which the proposed items will be sold to Patrons, which listing is subject to the approval of SMC. Upon reasonable advance request by SMC, Concessionaire shall provide samples of proposed menu offerings at this meeting. In determining the pricing of Food and Beverage items and in resolving any dispute which may arise with respect to such pricing, the Parties agree to consider the prices charged for products which are comparable in type and portion size at Similar Local Facilities and Similar Market Facilities. Concessionaire shall sell only those Food and Beverage items in portions and at prices which have been approved by SMC (the “Approved Food and Beverages”), such approval not to be unreasonably withheld, conditioned or delayed.
- 17.2.1 Notwithstanding any provision contained in this Agreement to the contrary, upon notice to the Concessionaire, the Event Host retains the right to preclude the sale of an Approved Food and Beverage item in whole or in part, at a particular Home Game, Field Event or Non-Field Event if the Event Host determines that the sale of such Approved Food and Beverage items is necessary for the safety or protection of Patrons, Event Participants or the Stadium (e.g., bottled drinks at a rock concert).
- 17.2.2 Concessionaire shall have the right to make interim menu, portion and price changes (including menu deletions), during an NFL Season (an “Interim Menu Change”) in accordance with the following terms: (i) any request for an Interim Menu Change shall be delivered in writing to SMC and shall describe in reasonable detail the Interim Menu Change requested; (ii) SMC shall respond to each request for an Interim Menu Change within ten (10) business days after receipt of such request and each such response shall specifically address each change proposed on the applicable request for Interim Menu Change and in the event a requested change includes an unacceptable requested change in price, the response shall include a change in price, if any, which the respondent would accept; and (iii) SMC agrees not to unreasonably withhold, condition or delay its consent to a requested

Interim Menu Change. In the event SMC has not provided its disapproval to Concessionaire's proposed Interim Menu Change within thirty ten (10) Business Days after its receipt of such request, SMC shall be deemed to have approved such Interim Menu Change.

- 17.3 Pricing Controls and No Charge Items. The pricing for the Food and Beverage items to be sold by Concessionaire shall be determined by Concessionaire, subject to the reasonable approval of SMC. SMC and Concessionaire may mutually agree to discount sales and/or for certain Food and Beverage items to be offered free of charge to the extent permitted by Law. For instance, this may include a percent discount on certain or all food and beverage items for season pass holding Patrons, and/or that certain items such as hot dogs, french fries, and/or soft drinks be offered without charge to any or all Patrons. These requirements may vary depending on the type of Events. Concessionaire will comply with any such agreed-upon requirements at its expense, which shall be deemed part of the Direct Operating Costs. Further, absent an express agreement by the Parties to the contrary, any receipts from sales of any item at a discount off the standard price for the applicable item at the Event pursuant to the terms of this Section 17.3 shall be addressed as follows for purposes of commissions and profit share set forth in Section 26 herein: (a) all such amounts shall be included in Gross Receipts for purposes of calculation of Net Profits and/or Net Losses, and (b) the Commission rate paid with respect to Gross Receipts from such items shall be reduced by one (1) percentage point for each percentage point discount offered on the applicable item, but no less than zero percent. By way of example, using the 26.5% commission rate as set forth in Section 26.1.1, if the subject item is discounted by 10%, the applicable Commissions on such item will be at a rate of 16.5% (26.5 less 10). Similarly, if the subject item is discounted by 30%, the applicable Commissions on such item will be at a rate of 0% (i.e. non-commissionable in its entirety).
- 17.4 Posting of Menu Boards. At each Concession Area (including the Club Lounges) and Portable, where Food or Beverages are sold, Concessionaire shall post a menu board or other signage which contains a listing of all Food and Beverage items which are offered for sale at that location and their corresponding prices. The size, placement, color, quality and contents of the menu boards and all other signage at Concession Areas and Portables must be consistent with the overall messaging at the Stadium and are subject to the approval of SMC. All expenses associated with the menu boards and other signage shall be initially funded from funds provided pursuant to Concessionaire's Investment and in accordance with the terms herein, provided that ongoing maintenance and recurring expenses in connection with the same shall be paid by Concessionaire and deemed Direct Operating Costs. SMC and Concessionaire shall from time to time, but no less than semi-annually at times specified by SMC, review the general price structure on all Concession items offered for sale at the Stadium.

18. Food Handling

- 18.1 Compliance with Laws. Concessionaire shall comply with all Laws and applicable HACCP rules, regulations, operating requirements, principles and controls in the preparation and distribution of Food and Beverage items pursuant to the terms of this Agreement.
- 18.2 Inventory Inspection. Concessionaire shall inspect all Food and Beverage inventories upon delivery for quality and quantity compliance with the original order and shall store all Food and Beverage inventories in proper areas in sanitary containers which are dated for effective rotation of stock on a first-in, first-out basis. Concessionaire shall cover all Food and Beverages exhibited for sale in showcases or other suitable containers. Concessionaire shall wrap all pre-packaged sandwiches, cakes and other similar products in cellophane or similar transparent wrapping appropriate to the food service industry.

19. Food Quality

- 19.1 All Food and Beverages sold or kept for sale by Concessionaire at the Stadium or on the Real Property shall be of a “first class” quality and purity and shall always be fresh, well prepared and served in accordance with Law and industry standards implemented at Similar NFL Facilities, Similar Local Facilities, and Similar Market Facilities. No imitation, adulterated or misbranded Food or Beverage item shall be stored, displayed or sold by Concessionaire, and all Food and Beverages acquired by Concessionaire shall be stored and handled at all times in a manner consistent with Law and the standards implemented at Similar NFL Facilities, Similar Local Facilities, and Similar Market Facilities. Concessionaire shall not sell leftover perishable Food or Beverage products at any time. SMC and the District may establish reasonable minimum specifications for any Food, Beverage, or operating supply items consistent with industry standards implemented at Similar NFL Facilities, Similar Local Facilities, and Similar Market Facilities (or as the Parties may otherwise mutually agree) from time to time, and Concessionaire shall adhere to such minimum purchase specification requirements.

20. Items Offered for Sale

- 20.1 Concessionaire shall plan and prepare imaginative Food and Beverage menus in consultation and coordination with SMC. Food and Beverage items offered for sale at the Stadium by Concessionaire should reflect variety and innovations in market trends. Concessionaire shall, subject to the prior approval of SMC, initiate new programs for catering, concessions and menu variations to respond to market trends. Concessionaire shall offer Food and Beverage items normally offered in Similar NFL Facilities, Similar Local Facilities, and Similar Market Facilities.

20.1.1 Concessionaire shall purchase, sell and feature Colorado-produced Concession products and items, as long as the quality, cost and other terms of sale of such items are reasonably comparable to the quality, cost and other terms of sale with similar products and items available in the market.

21. **Sales Restrictions and Requirements**

21.1 Culinary Events. Concessionaire understands and agrees that Culinary Events may take place at the Stadium, or on the Real Property, or any part thereof. The Culinary Event Host may preclude or limit the scope of Stadium Concessions at any Culinary Event. In the alternative, SMC may require Concessionaire to participate in such Culinary Events as described in Section 11.2.3.

21.2 Chewing Gum and Tobacco Products Prohibition. Concessionaire shall not sell or distribute nor permit any Concessionaire Party to sell or distribute chewing gum, any candy with a gum product (e.g., blow pops) and any tobacco products (e.g., cigarettes, cigars, pipe tobacco, chewing tobacco) at the Stadium or on the Real Property.

21.3 Credit Cards; PCI Standards. Concessionaire must accept credit and debit cards from Patrons. Concessionaire shall not charge its Patrons any additional fees or service charges if they elect to pay by credit or debit card. The Payment Card Industry (“PCI”) requires all companies that process, store, or transmit credit or debit card information to protect the cardholders’ information by complying with the PCI Data Security Standard (“PCI DSS”). Therefore, Concessionaire shall be PCI DSS compliant by following and adhering to then-current PCI DSS, currently found at www.pcisecuritystandards.org, or any similar or subsequent standard for the protection of cardholder data in connection with its services provided at the Stadium at all times throughout the term of this Agreement.

22. **Complimentary Samples**

22.1 Permitted Complimentary Samples. Concessionaire understands and agrees that Licensees, SMC, and PDB may distribute complimentary samples of Food, Beverages (non-alcoholic only), or any other items (“Complimentary Samples”). Such sample distribution is subject to the approval of the Event Host and will be restricted to not more than two (2) ounce portions of Food and four (4) ounce portions of Beverages (non-alcoholic only), except that there shall be no size restrictions for samples distributed upon Patrons’ exit from the Stadium. Concessionaire shall not interfere with the distribution of complimentary Food, Beverages, or any other complimentary items of any nature whatsoever, where such distribution has been authorized by the Event Host and Complimentary Samples may be distributed by, or on behalf of, or with permission of any Licensee or other Person authorized by SMC, or PDB. Concessionaire shall have no responsibility or liability with respect to such distribution, and accordingly, the distributing party

shall indemnify, defend and hold harmless Concessionaire in connection with any matters arising from any such sample distribution to the extent permitted by Law and except to the extent attributable to the negligence or willful misconduct of Concessionaire.

23. Advertising

23.1 Advertising Rights and Restrictions. SMC or the District (as provided in the Lease) shall retain the exclusive right to sell advertising space in and on the Concession Areas, Portables and on all packaging and containers for products used or sold in the Stadium or on the Real Property. Except as otherwise provided in this Agreement, Concessionaire shall have no advertising rights in the Stadium or on the Real Property. No advertising of any kind is permitted on any Concession Areas, Portables, or Equipment unless approved in writing by the District during District Events and SMC during District Events or SMC Events, which approval may be withheld in their sole and absolute discretion. Concessionaire shall not advertise in any manner or form, on or about the Stadium, or Real Property, or elsewhere, or in any publications or otherwise, except by means of such signs or forms of advertising as may be approved in writing by SMC and the District, which approval may be withheld in their sole and absolute discretion. Concessionaire shall not in any way publicize or advertise the fact that it is providing services to SMC, the District or PDB without the prior written consent of SMC, the District and PDB in each instance (which consent may be withheld in their sole and absolute discretion); provided, however, Concessionaire may list SMC, the District, PDB or the Denver Broncos as clients in Concessionaire's promotional materials and trade-level advertising and, (i) subject to the prior written approval of SMC and the District may use the logo, trademark, trade name, emblem, insignia, symbol or likeness of the Stadium, and (ii) subject to the prior written approval of PDB (which approval may be withheld in the sole and absolute discretion of PDB) may use the logo of the Denver Broncos in trade-level advertising or other promotional materials describing Concessionaire's own services. Except as permitted under this Section 23.1, Concessionaire shall have no right to use the logo, trademark, trade name, emblem, insignia, symbol or likeness of the Stadium directly or indirectly, in connection with any production, promotion, service or publication without the prior written approval of SMC and the District which may be withheld in their sole and absolute discretion. Except as permitted under this Section 23.1, Concessionaire shall not use the logo, trademark, trade name, emblem, insignia, symbol or likeness of the Denver Broncos on any material without the prior written approval of PDB which may be withheld in the sole and absolute discretion of PDB. Notwithstanding the foregoing, all Parties and their respective affiliates may, without prior consent of any other Party, use that Party's name and the existence of this Agreement in connection with earnings calls or similar matters with their respective investors or analysts.

- 23.2 Required Use of Logos. SMC may require Concessionaire to use specially designed sales material, menus, cups, containers, napkins and other items, which, at the District's or SMC's direction and approval may include the logo, trademark, trade name, emblem, insignia, symbol, likeness or other trade dress of the Denver Broncos, the Stadium or of sponsors and advertisers of the Denver Broncos or the Stadium; provided, however, that Concessionaire shall be permitted to use up any existing reasonable stocks of items prior to implementing any new design requirements unless SMC or the District agree to purchase such existing reasonable stock at Concessionaire's actual cost.
- 23.3 Concessionaire Promotions. Concessionaire shall regularly utilize advertising and promotional efforts within the Stadium, subject to SMC's prior approval to further the visibility and image of the operation of Stadium Concessions and shall continually initiate ideas for varied methods of Food and Beverage marketing, public relations, promotion and menu presentation in all of its operations to increase usage and maximize potential Gross Receipts. Concessionaire shall implement marketing and promotional plans in a manner typical of successful commercial operations, including by way of example: (i) point of purchase displays; (ii) periodic postings of printed materials at locations approved by SMC; (iii) announcements of new products and services; and (iv) introductory pricing of new items; provided, however, that Concessionaire shall not be required to engage in any advertising or promotional activities not conducted in the Stadium or on the Real Property. All advertising, marketing and promotional efforts pertaining to the operation of Stadium Concessions at the Stadium or on the Real Property shall be coordinated with and subject to the prior approval of SMC prior to implementation.
- 23.4 Mascots. Concessionaire's use of any mascots to promote Stadium Concessions shall be subject to the prior written approval of SMC, which approval may be withheld in its sole and absolute discretion.
- 23.5 Local Items. Concessionaire will identify any local products and products of local vendors sold through the Stadium as local as appropriate and as approved by SMC.
- 23.6 Naming Rights Agreements. Concessionaire acknowledges that the District contemplates entering into a Naming Rights Agreement with a third party to be determined, and SMC and PDB anticipate entering into related SMC Sponsorship Agreements with such third party, following the Effective Date. In the event that the District enters into a Naming Rights Agreement, Concessionaire agrees that the 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 by such name as SMC and the District may advise Concessionaire from time to time. Concessionaire shall not abbreviate or shorten the names designated (provided, however, that abbreviation or shortening of such name for use as a defined term in

legal documents and agreements shall not be a violation of this Section). Concessionaire acknowledges that SMC, the District, and PDB may enter into different or replacement Naming Rights Agreements and SMC Sponsorship Agreements in the future over the Term, and the terms of this Section shall apply to such future agreements as well. If as a result of any such Naming Rights Agreements or SMC Sponsorship Agreements, Concessionaire is directed to replace logoed materials, signage, stationery or other inventory, all reasonable costs and expenses incurred by Concessionaire as a consequence thereof shall be deemed Direct Operating Costs. SMC agrees to notify Concessionaire promptly upon any change and to work with Concessionaire to use commercially appropriate techniques for liquidating all applicable materials to be rendered obsolete by such change.

23.7 Broncos Marks. Concessionaire acknowledges and agrees that Concessionaire's use of any Broncos Marks on any material (except for listing the Denver Broncos as a client in Concessionaire's promotional materials and trade-level advertising as provided in Section 23.1) 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. Concessionaire agrees to follow the General Guidelines for Use and Approval of Intellectual Property (or similar guidelines or documents) then in use by PDB with respect to all such uses of the Broncos Marks.

23.8 Contributions to Marketing Efforts. Concessionaire agrees to make a contribution of seventy five thousand dollars (\$75,000.00) annually to SMC or a vendor that it designates, for purposes of marketing and promotion related to the Stadium, including marketing of any Events, other than Home Games, conducted at the Stadium (the "Annual Marketing Fund Contribution"). The Annual Marketing Fund Contribution for the first Contract Year must be paid within sixty (60) days of execution of this Agreement by all Parties, and the Annual Marketing Fund Contribution for each later Contract Year must be paid within thirty (30) days of the start of the applicable Contract Year. The marketing pursuant to the contributions shall be operated, managed, and administered solely by SMC and/or its designated vendor, and Concessionaire shall have no control over the contributions or the marketing and promotional efforts. There is no guarantee or warranty by any of SMC or its designated vendor regarding the performance results of the advertising or whether Concessionaire will realize any particular benefit from its contributions. These contributions will be deemed Direct Operating Costs.

24. **Concessionaire Transfers at Expiration or Termination**

24.1 At the expiration or termination of this Agreement, Concessionaire, at its sole expense, shall: (a) assign all of its rights and interests under all Catering contracts and deposits, for Events scheduled to occur after the Termination Date, to the succeeding concessionaire, or to SMC in the absence of a succeeding concessionaire; (b) relinquish, assign and transfer all of its right, title and interest

under the Liquor License, to the extent permitted under applicable Law, to the succeeding concessionaire, or SMC (or other Persons designated by SMC) in the absence of a succeeding concessionaire, subject in each case, to reimbursement of Concessionaire by SMC or the succeeding concessionaire of all out-of-pocket costs and expenses incurred by Concessionaire in connection with the assignments of contracts, deposits, and the Liquor License as described in this Section 24.1. The remaining Concessionaire's Inventory will also be transferred upon expiration or termination pursuant to the terms described in Section 62.2.

25. Restaurants and Brew Pubs

25.1 Concessionaire acknowledges that Restaurants and/or Brew Pubs may be opened at the Stadium or on the Real Property, which may be open to the public up to seven days per week. Any number of Restaurants or Brew Pubs may be located anywhere at the Stadium. Concessionaire shall have no right to participate in any manner in the operation or profit of any such Restaurant or Brew Pub, or serve any Food or Beverage for such Restaurant or Brew Pub. Notwithstanding the foregoing, SMC may require, in the exercise of its sole and absolute discretion, for Concessionaire to provide Food and Beverage service to such Restaurant or Brew Pub, and SMC and Concessionaire shall negotiate in good faith to determine the level of Food and Beverage service to be provided in such Restaurant or Brew Pub and the level of Commissions, F&NAB Net Profit Payments, and Bonus Compensation to be paid, based upon such agreed level of service. Except as provided in this Section 25.1, Concessionaire acknowledges that it will have no rights, obligations or responsibilities to provide Concessions to such Restaurants or Brew Pubs unless otherwise agreed to by Concessionaire and SMC.

26. Commissions and Profit Share

26.1 Commissions Payable to SMC

26.1.1 Commissions. Concessionaire shall pay SMC a commission equal to 26.5% of the Concessionaire Gross Receipts from all sales for all Events (including Catered Events). For purposes of clarity, receipts from sales by Subconcessionaires shall be excluded from the commission calculation in this Section 26.1.1 and shall be separately commissioned pursuant Section 26.1.2 below.

26.1.2 Subconcessionaire Consideration. In addition to any Commissions paid to SMC described above in this Section 26.1.1, without duplication, Concessionaire shall pay to SMC Commissions equal to fifty percent (50%) of Net Subconcessionaire Sales (as defined below) ("Subconcessionaire Consideration"). This Subconcessionaire Consideration payment shall be deemed, without duplication, part of the Commissions. As used herein, "Net Subconcessionaire Sales" shall mean (a) the amount retained by

Concessionaire from sales by Subconcessionaires, after payment of all amounts due to such Subconcessionaire (including commissions and reconciliation of any other costs incurred between Concessionaire and the Subconcessionaire pursuant to the applicable Subconcessionaire Agreement), and (b) all fees, charges, commissions, premiums or other consideration paid by a Subconcessionaire to the Concessionaire for the right to operate any Stadium Concessions or provide other Foodservices.

- 26.1.3 Event Reports and Commissions Payments. Concessionaire shall provide SMC with a preliminary sales report within six (6) hours following each Home Game, Field Event or Non-Field Event. Concessionaire must attach corresponding deposit ticket and credit card transmission reports to all daily sales reports. Additionally, an Event Summary Report shall be provided to SMC for each Event within two (2) Business Days of the end of each Event. Concessionaire shall deliver to SMC within fifteen (15) days after the end of a Monthly Accounting Period (i) an Event Summary Report reflecting the amount of Gross Receipts, F&NAB Gross Receipts, Concessionaire Gross Receipts, Home Games Gross Receipts, Subconcessionaire Gross Receipts, Net Subconcessionaire Sales, and Subconcessionaire Consideration attributable to SMC Events and Non-Host Events during such Monthly Accounting Period, (ii) payment of Commissions due to SMC with respect to all such Events, and (iii) a profit and loss statement in the format directed by SMC, reflecting the Net Profits (specifically including a statement of the F&NAB Net Profits), including the calculation of all Direct Operating Costs of Concessionaire attributable to the Monthly Accounting Period and a statement of the Approved Depreciation during such Monthly Accounting Period, along with receipts, invoices, and other supporting documentation evidencing the Direct Operating Costs.
- 26.2 F&NAB Net Profit Payment. Subject to the terms of Section 26.6.3 below, in addition to any Commissions paid to SMC under Section 26.1 above, Concessionaire shall be required to pay to SMC an amount equal to sixty percent (60%) of the F&NAB Net Profits (the “F&NAB Net Profit Payment”).
- 26.3 Bonus Compensation. Subject to the terms of Section 26.6.3 below, in addition to any Commissions and F&NAB Net Profit Payments paid to SMC under Sections 26.1 and 26.2 above, Concessionaire shall be required to pay to SMC a bonus payment calculated as follows: (i) sixty percent (60%) of the amount of Net Profits *less* (ii) the amount of the F&NAB Net Profit Payment (such calculated amount, the “Bonus Compensation”).
- 26.4 Intentionally Omitted.
- 26.5 Payment Methods. At the request of SMC, Concessionaire shall pay Commissions, F&NAB Net Profit Payments, Bonus Compensation, and any other amounts due to

SMC under this Agreement in the form of a wire transfer to account(s) designated from time to time by SMC, or in any other manner designated by SMC.

26.6 Annual Report.

26.6.1 SMC Annual Report. On or before sixty (60) days following the end of each Contract Year during the Term, Concessionaire shall deliver to SMC (i) a complete accounting report which will include the audit described in Section 55.2 (collectively the “SMC Annual Report”), setting forth the calculation of Gross Receipts, Concessionaire Gross Receipts, Home Games Gross Receipts, Subconcessionaire Gross Receipts, Net Subconcessionaire Sales, Subconcessionaire Consideration, Direct Operating Costs, and Net Profits (including a specific statement of the F&NAB Gross Receipts, F&NAB Direct Operating Costs, and F&NAB Net Profits) for all SMC Events and Non-Host Events (separated between Home Games and Non-Home Game SMC Events) and the determination of the total amount of Commissions, F&NAB Net Profit Payments, and Bonus Compensation due to SMC for the applicable period pursuant to Sections 26.1 through 26.3, which accounting report shall be certified by an officer of Concessionaire as accurate and prepared in accordance with industry standards and the Obligations.

26.6.2 Intentionally Omitted.

26.6.3 Carry Over of Net Losses Between Months; Application and Payment of Net Profits during a Contract Year; No Carry Over of Net Losses Between Contract Years. It is the intent of the Parties that F&NAB Net Profits, Net Profits and Net Losses are to be evaluated on a Contract Year (annual) basis, with disbursements to SMC of the F&NAB Net Profit Payment and/or Bonus Compensation solely to the extent there are F&NAB Net Profits and/or Net Profits, respectively, during the Contract Year. Accordingly, the Parties agree as follows:

- a. In any Monthly Accounting Period within a Contract Year in which there are no F&NAB Net Profits or Net Profits, any applicable Net Losses in a month will accrue to the following Monthly Accounting Period in the same Contract Year for purposes of determining actual F&NAB Net Profits and Net Profits, respectively.
- b. Concessionaire shall not be required to pay any F&NAB Net Profit Payment nor any Bonus Compensation payment to the extent there are any accrued balance of F&NAB Net Losses or Net Losses, respectively, during the Contract Year.

- c. To the extent there are any F&NAB Net Profits and/or Net Profits in a Monthly Accounting Period after application of any accrued F&NAB Net Losses and/or Net Losses, respectively, from prior Monthly Accounting Periods during a Contract Year, Concessionaire shall remit the F&NAB Net Profit Payment and any Bonus Compensation payment (as reduced by any accrued F&NAB Net Losses and Net Losses, respectively, from prior Monthly Accounting Periods during a Contract Year, if any), as applicable, within fifteen (15) days after the end of the applicable Monthly Accounting Period.
- d. Subject to the annual reconciliation as contemplated in Section 26.6.3.e. below, if there are Net Losses or F&NAB Net Losses accrued at the end of any Contract Year or as of the Termination Date, Concessionaire will absorb that loss and SMC shall not have any responsibility therefor.
- e. Notwithstanding any provision herein to the contrary, as part of an annual Contract Year true-up reconciliation (as set forth in the SMC Annual Report), in the event that the Commissions, F&NAB Net Profit Payment, and Bonus Compensation actually paid to SMC over the applicable Contract Year exceed the amount to which SMC is due based on the actual Concessionaire Gross Receipts, Net Subconcessionaire Sales, F&NAB Net Profits, and Net Profits determined in the SMC Annual Report, SMC shall remit payment to Concessionaire of an amount equal to any difference (i.e., the amount of the overpayment) within thirty (30) days of receipt of the SMC Annual Report. The Parties may agree to an alternate crediting of the foregoing in lieu of such payment from SMC as well as adjustments to any disbursement contemplated in Section 26.6.3.c. above (based on budgeting, etc.) in order to mitigate the risk of such overpayment to SMC on an annualized basis. In the event that an annual Contract Year true-up reconciliation (as set forth in the SMC Annual Report) indicates that the amount to which SMC is due based on the actual Concessionaire Gross Receipts, Net Subconcessionaire Sales, F&NAB Net Profits, and Net Profits determined in the SMC Annual Report exceeds the Commissions, F&NAB Net Profit Payment, and Bonus Compensation actually paid to SMC during the applicable Contract Year, Concessionaire shall remit payment to SMC of an amount equal to any difference (i.e., the amount of the underpayment) within thirty (30) days of receipt of the SMC Annual Report. In furtherance of the foregoing, the Parties agree

to meet at least quarterly to evaluate projected accruals and distributions of F&NAB Net Profits, Net Profits and Net Losses.

- 26.7 Payments to District. Notwithstanding Sections 26.1 through 26.6 above, the terms related to payments of Commissions, F&NAB Net Profit Payments, and Bonus Compensation to SMC under those sections shall not apply for purposes of a District Event and the Gross Receipts, F&NAB Net Profits, and Net Profits from District Events. If there are any District Events, then the Gross Receipts, F&NAB Net Profits, and Net Profits shall be separately calculated for such District Events, and the provisions of Sections 26.1 through 26.6 shall apply except that all references to SMC shall be deemed to refer to the District instead. With respect to the Direct Operating Costs, such amounts will be reasonably allocated between SMC Events, the District Events, and Non-Host Events as SMC and the District agree, provided that Concessionaire shall provide them with any information and cooperate with them to arrive at a reasonable determination of this allocation.
- 26.8 Late Fees: Interest. If Concessionaire is late in the payment of any Commissions, F&NAB Net Profit Payment, Bonus Compensation, or other amount due hereunder, then Concessionaire shall be required to pay to SMC or the District (as applicable), in addition to such amounts due, a late fee equal to five (5%) percent of the amount of the overdue payment (a "Late Fee"), for the purpose of defraying SMC's and the District's administrative expenses incident to the collection and handling of such overdue amounts. In addition to the Late Fee, any amounts not paid within ninety (90) days of the date due shall bear interest at the rate of eighteen percent (18%) per annum or the highest lawful rate, whichever is lower, accruing on a daily basis, from and after the date it should have been paid until paid.
- 26.9 Commission Obligations Absolute. The obligation of Concessionaire to pay any Commissions are independent of the obligations and liabilities of SMC and the District under this Agreement, and apply regardless of whether there is a profit or loss in the performance of the Foodservices hereunder. Concessionaire shall promptly pay all Commissions when due to either SMC or the District without any deductions or setoffs against such Commissions on account of any breach or default by or claim against SMC or the District, except to the extent provided following expiration or termination as described in Section 61.2 below; provided further that if an event of default pursuant to Section 58.2 caused by the District has occurred and is continuing, and Concessionaire has provided notice and opportunity to cure in accordance with the terms thereof, in the event such cure period as set forth in Section 58.2 has elapsed without cure, Concessionaire shall be permitted to withhold payment of Commissions as to the District until the default has been cured in accordance with the terms of this Agreement as described in Section 60.2 below.

26.10 Budget.

26.10.1 Annual Budget. Concessionaire shall prepare and submit to SMC for its approval a proposed annual budget for its performance of the Obligations hereunder for each Contract Year (the “Proposed Budget”). Each Proposed Budget shall include the budget of anticipated Direct Operating Costs for the applicable Contract Year and any anticipated further additions to the Improvement Investment and Equipment Investment, setting forth in reasonable detail a description of the items comprising the Direct Operating Costs (including, specifically, the F&NAB Direct Operating Costs) and additional investment items. All Proposed Budgets for each fiscal year during the Term shall be delivered to SMC no later than March 1st of each year during the Term; provided the Proposed Budget for the first year during the Term shall be delivered as mutually agreed by the Parties. The Parties shall either agree to the terms and conditions of the Proposed Budget as presented by Concessionaire, or promptly and in good faith negotiate revisions to the Proposed Budget, and in no event shall any Party’s consent be unreasonably withheld, conditioned or delayed (as approved, the “Approved Budget”). The Approved Budget for the previous Contract Year shall continue to apply until a new Approved Budget is agreed upon.

26.10.2 Changes to Budget. If any change of circumstance occurs during any Contract Year that Concessionaire reasonably believes makes it necessary to increase expenditures for any of the Direct Operating Costs, the Improvement Investment, or the Equipment Investment, by more than ten percent (10%) with respect to the aggregate of each such category, Concessionaire will prepare an amended Proposed Budget and will deliver it to SMC. SMC shall review the amended Proposed Budget and shall either approve or disapprove, in SMC’s reasonable discretion, of the same. In the event that the amended Proposed Budget is disapproved, the Parties will use commercially reasonable efforts to timely resolve any disagreements and revise the amended Proposed Budget accordingly. In the event SMC does not disapprove the amended Proposed Budget within ten (10) business days of receipt from Concessionaire, such amended Proposed Budget shall be deemed approved by SMC.

26.10.3 Compliance With Budget. No expenditures shall be deemed Direct Operating Costs or as part of Concessionaire’s Investment under this Agreement unless (i) such expenditures are addressed in the Approved Budget (or within ten percent (10%) of the amount designated for the aggregate for a particular category in the Approved Budget), or (ii) SMC has separately given written approval of such expenditures as Direct Operating Costs or Concessionaire’s Investment; provided that the Parties acknowledge and agree that foregoing limitations on treatment of expenditures in excess of the Approved Budget parameters as Direct

Operating Costs (a) shall only apply to specific designated categories of expenses in the Approved Budget within the reasonable control of Concessionaire and (b) shall not apply to any extraordinary item of incurred expense or for any occurrences that were due to causes beyond Concessionaire's control and that could not be avoided by exercise of due care (including, for purpose of example only and not by way of limitation, Acts of God such as extreme weather exceeding that normally anticipated in the Denver, Colorado area (as measured against the ten (10) year statistical data published by the National Oceanic and Atmospheric Administration (NOAA); water damage; fire; earthquake; equipment failure; changes in federal, state, or local code, regulation, statute, or requirement, including (without limitation) changes in labor wage rates, salaries and/or benefit costs enacted after the Effective Date; industry-wide labor contracts or activity (not limited to Concessionaire's own workforce), including, without limitation, wage increases as result of collective bargaining or other unionization factors; utility rate increases; or other such matters).

- 26.11 Joint Review, Key Performance Indicators, and Bonus/Penalty. The Parties' representatives will meet on a regular basis, at least once per quarter, to review and discuss any ongoing operational matters relevant to the business operations pursuant to this Agreement. The quarterly joint review will include a review of performance against mutually agreed upon key performance indicators (the "KPIs"). SMC and Concessionaire will define a set of metrics and KPIs that best monitor and incentivize Concessionaire's performance related to Gross Receipts, budget issues, quality, training, and safety of the services provided by Concessionaire pursuant to this Agreement. Such KPIs will be negotiated and reduced to writing by the Parties on no less than an annual basis, and added to this Agreement in the form of a duly executed addendum or amendment, and shall include, at a minimum: (i) defined, objective criteria for targets, goals and the evaluation of achievement or failure of the same with mutually agreed notice parameters, (ii) in the event of any failure to meet such KPIs, the ability of Concessionaire to cure such deficiency within at least the next quarterly evaluation period, and (iii) provision for crediting to the applicable Party, based upon the achievement or failure to meet the applicable KPIs or portions thereof (for the KPI achievement bonus or any penalties for failure to achieve the designated KPIs), as applicable, an amount not to exceed (in the aggregate on an annual basis) One Hundred Thousand Dollars (\$100,000.00).

27. **Improvements**

- 27.1 Improvements. SMC and the District shall provide the Concessions Areas, and Stadium and Real Property, with the Improvements currently existing thereon. CONCESSIONAIRE ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NONE OF THE DISTRICT,

SMC, OR PDB HAS MADE, AND THEY EACH SPECIFICALLY NEGATE AND DISCLAIM, ANY REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS OF ANY KIND OR CHARACTER REGARDING ANY ASPECT OF THE IMPROVEMENTS, INCLUDING, WITHOUT LIMITATION: (A) THE VALUE, NATURE, QUALITY OR PHYSICAL CONDITION OF THE IMPROVEMENTS, (B) THE SUITABILITY OF THE IMPROVEMENTS FOR ANY ACTIVITY OR USE WHICH CONCESSIONAIRE MAY CONDUCT, (C) THE MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE IMPROVEMENTS, OR (D) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE IMPROVEMENTS. CONCESSIONAIRE AGREES TO ACCEPT THE IMPROVEMENTS “WHERE IS, AS IS” WITH ALL FAULTS AS OF THE EFFECTIVE DATE. Concessionaire agrees to utilize the Improvement Investment to purchase and install any Improvements, including those designated in **Schedule III**, which are necessary or appropriate for the performance of Concessionaire’s obligations hereunder, including the Foodservices, subject to approval by SMC and the District of any such expenditures of the Improvement Investment. Any expenditures by Concessionaire related to the Improvements that have not been approved by SMC and the District shall not be deemed part of the Improvement Investment. All Improvements shall remain the property of the District at all times both during the Term and after the expiration or termination of this Agreement.

28. **Equipment**

- 28.1 SMC and the District shall provide, for Concessionaire’s use, the equipment left at the Concession Areas by Centerplate. CONCESSIONAIRE ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NONE OF THE DISTRICT, SMC, OR PDB HAS MADE, AND THEY EACH SPECIFICALLY NEGATE AND DISCLAIM, ANY REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS OF ANY KIND OR CHARACTER REGARDING ANY ASPECT OF THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION: (A) THE VALUE, NATURE, QUALITY OR PHYSICAL CONDITION OF THE EQUIPMENT, (B) THE SUITABILITY OF THE EQUIPMENT FOR ANY ACTIVITY OR USE WHICH CONCESSIONAIRE MAY CONDUCT, (C) THE MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE EQUIPMENT, OR (D) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE EQUIPMENT. CONCESSIONAIRE AGREES TO ACCEPT THE EQUIPMENT “WHERE IS, AS IS” WITH ALL FAULTS AS OF THE EFFECTIVE DATE.
- 28.2 Concessionaire agrees to utilize the Equipment Investment (including the Technology Capital Funding portion) to purchase and install any Equipment, including those designated in **Schedule III**, which are necessary or appropriate for the performance of Concessionaire’s obligations hereunder, including the

Foodservices, subject to approval by SMC and the District of any such expenditures of the Equipment Investment. Such Equipment shall include all point of sale network systems and equipment, tools of the trade, Portable equipment, and office furniture and equipment. By the times agreed upon by SMC and Concessionaire, Concessionaire will acquire that Equipment described in **Schedule III**. All equipment provided by SMC and the District pursuant to Section 28.1 above and the additional and replacement equipment acquired by Concessionaire as part of the Concessionaire Equipment Investment herein during the Term are referred to collectively as the “Equipment.” Except as otherwise expressly provided in this Agreement, (a) the Equipment shall be and remain the property of the District at all times during the Term and after the expiration of termination of this Agreement, subject to Concessionaire’s license to use the Equipment as set forth in Sections 4.1 and 4.8 hereof; and (b) Concessionaire shall not cause or permit the Equipment, or any portion thereof, to be removed from the Stadium without the prior written consent of SMC and the District, which consent may be withheld in their sole and absolute discretion. All Equipment shall be new and of a quality consistent with equipment used in the operation of Similar NFL Facilities, Similar Local Facilities, and Similar Market Facilities. Any expenditures related to the Equipment that have not been approved by SMC and the District shall not be deemed part of the Equipment Investment. Subject to the terms of any manufacturer agreements, Concessionaire shall cause all manufacturer warranties and guaranties pertaining to the Equipment to be transferred or assigned to the District. Concessionaire shall diligently pursue all warranties and guaranties pertaining to the Equipment prior to making expenditures or seeking reimbursement from the Concession Areas and Equipment Repair and Replacement Reserve Fund; provided that SMC and the District use reasonable efforts to cooperate with Concessionaire in the pursuit of such warranties and guaranties. Concessionaire shall cause all the Equipment to be tested and fully operational, and represents and warrants to SMC and the District that the Equipment, when used in conjunction with the Improvements, shall be sufficient as of the date of first use to provide for the operation of the Stadium Concessions (i) in the manner and within the standards required under this Agreement and (ii) to serve the anticipated Patrons at the Stadium. In addition, Concessionaire represents and warrants to SMC and the District that the Equipment, when used in conjunction with the Improvements and with additional portable equipment that could be temporarily rented or borrowed from another facility by Concessionaire, shall be sufficient as of the date of first use to serve up to 85,000 Patrons in the event that, at a concert or other such Event, additional seating is installed on the field at the Stadium.

28.2.1 As of the date of execution of this Agreement by the Parties, SMC acknowledges and agrees that Concessionaire has provided an initial inventory of Equipment purchased with funds from the Equipment Investment (including the Technology Capital Funding portion) and the Equipment provided by SMC and/or the District hereunder as described in the inventory and survey contemplated in Section 32.1 herein, including

sufficient description of each item in order to properly identify the same. Within thirty (30) days after the end of the first NFL Season during the Term, Concessionaire shall deliver to SMC and the District (i) an updated inventory of all items comprising the Equipment including a description of the make, model and serial number of each item, (ii) a statement itemizing all costs and expenses incurred by Concessionaire in acquiring and installing each item of Equipment together with copies of supporting invoices or statements, and (iii) certificate from an officer of Concessionaire stating the total amount of the Equipment Investment attributable to the acquisition and installation of the Equipment.

28.2.2 Concessionaire shall perform at its sole expense, a physical inventory of the Equipment on at least an annual basis, occurring not less than forty-five (45) days before the commencement of each NFL Season during the Term. Concessionaire shall provide SMC and the District with the written results of the physical inventory within five (5) Business Days of each inventory and shall use all commercially reasonable efforts to repair or replace all missing or damaged Equipment within sixty (60) days after each physical inventory in accordance with the provisions of Article 56, but in no event later than the commencement of the next NFL Season. To the extent funds are available in the Concession Areas and Equipment Repair and Replacement Reserve Fund, Concessionaire shall be entitled to requisition such fund, subject to the provisions of Article 56, for all reasonable out-of-pocket costs incurred by Concessionaire to repair or replace such Equipment. To the extent that the Concession Areas and Equipment Repair and Replacement Reserve Fund is depleted, the provisions of Section 56.2 shall apply. If appropriate based on changes in the anticipated useful life of any Equipment or other items inventoried, the Parties may agree to a modified Amortization Period (from the standard in Section 30.1) and a different Approved Depreciation for such item(s) following such inventory.

28.3 Concessionaire Graphics. Concessionaire shall provide state of the art graphics relating to Stadium Concessions, including illumination of graphics and related lighting, as specified on **Schedule III**, subject to the prior written approval of SMC, which may be deemed part of the Equipment Investment or Direct Operating Costs as agreed by the Parties.

28.4 Point of Sale and Inventory Control System. Concessionaire represents that as of the date of execution of this Agreement, it has acquired and uses an electronic, computerized point of sale cash and inventory control system which shall be capable of transmitting reports electronically to the District's and SMC's computer systems, to replace the version presently installed at the Stadium. Such system shall be subject to the prior written approval of SMC. The system shall include an electronic accounting system approved by SMC. The system must include computerized registers and/or other electronic recording devices that can accept

cash, credit card, debit card, electronic wallet, and other payment methods typically available in retail outlets in the City, and be capable of capturing transactions from all sales locations in the Stadium and Real Property where the Obligations are performed hereunder, including at all Concession Areas, Portables, and roving vendors, and for Catered Events. The point of sale system must be able to supply reports pertaining to Gross Receipts, F&NAB Gross Receipts, Concessionaire Gross Receipts, Home Games Gross Receipts and Subconcessionaire Gross Receipts electronically to SMC and the District, as applicable, and the system must provide access to SMC and the District to such information during the Term, including but not limited to access to real-time information during Events.

- 28.5 Required Investment. Concessionaire agrees to provide the Concessionaire's Investment (including the Improvement Investment and the Equipment Investment), in the aggregate over the Term, in an amount of at least Twenty Million Dollars (\$20,000,000.00), as determined by Concessionaire and approved by SMC. The Improvement Investment and Equipment Investment shall be made by Concessionaire over the Term at periods and in increments mutually agreed in writing by the Parties.
- 28.6 Maintenance of Equipment. Concessionaire shall be required to maintain all Equipment, including the point of sale and inventory control system. This shall include obtaining preventative maintenance plans that are required or approved by SMC. To the extent funds are available in the Concession Areas and Equipment Repair and Replacement Reserve Fund, Concessionaire shall be entitled to utilize the fund if it is entitled to do so under Article 56, subject to all requirements and provisions of Article 56, for all reasonable out-of-pocket costs incurred by Concessionaire to repair or replace the Equipment. To the extent that the Concession Areas and Equipment Repair and Replacement Reserve Fund is depleted, the provisions of Section 56.2 shall apply.

29. **Pre-Opening Expenses**

- 29.1 Pre-Opening Expenses. It is recognized that certain activities must be undertaken prior to May 1, 2019 so the Stadium Concessions can function properly at Event dates. Accordingly, from time to time at the appropriate time following the Effective Date, Concessionaire shall: (i) recruit, train and employ the staff required for the operation of the Stadium Concessions, (ii) undertake pre-opening promotion and advertising, (iii) test the operations of the Equipment; and (iv) in general, render such other miscellaneous services incidental to the preparation and organization of the operation of the Stadium Concessions in the manner and at the levels required under this Agreement. The expenses relating to such activities ("Pre-Opening Expenses") shall include, but not be limited to, items such as salaries and wages (including those of personnel of Concessionaire), personnel relocation expenses (if approved in advance by SMC), professional fees, telephone expenses, staff hiring and training costs, travel and lodging expenses, advertising and other promotional

expenses. Notwithstanding any provision of this Agreement to the contrary, any amounts that are designated as Pre-Opening Expenses shall not be treated as Direct Operating Costs; it being understood and agreed that the same shall be administered as Approved Depreciation in the calculation of Net Profits and Net Losses.

- 29.2 Concessionaire Investment for Concessionaire's Pre-Opening Expenses. The Concessionaire agrees that the portion of Concessionaire's Investment attributable to Pre-Opening Expenses is \$281,259.76, as more particularly described on Schedule 29.2 attached hereto.

30. **Amortization**

- 30.1 Amortization Period. The "Amortization Period" for the items underlying the Concessionaire's Investment (including all of the Improvements Investment and Equipment Investment) shall vary depending on the underlying item, as follows:

30.1.1 For Pre-Opening Expenses, thirty six (36) months.

30.1.2 For Improvements, as agreed upon by SMC and Concessionaire based upon the reasonably estimated useable life of the applicable investment item, not to exceed the remaining Term.

30.1.3 For Technology Capital Funding as part of the Equipment Investment, as agreed upon by SMC and Concessionaire based upon the reasonably estimated useable life of the applicable investment item, not to exceed the remaining Term.

30.1.4 For other Equipment, as agreed upon by SMC and Concessionaire based upon the reasonably estimated useable life of the applicable investment item, not to exceed the remaining Term.

31. **Alterations**

- 31.1 Required Approvals for Alterations. Concessionaire shall not make or permit any of the Concessionaire Parties to make any improvements, additions, alterations, fixed decorations, replacements or modifications, structural or otherwise, to the Concession Areas, Staffing Areas, Portables or the Stadium (the "Alterations") without obtaining the prior written consent of SMC and the District. SMC and the District shall have the right to withhold their consent to any Alterations that would, in the District's and SMC's sole and absolute judgment, (i) adversely affect any of the Stadium Systems or of the functioning thereof; (ii) affect the structural integrity of the Stadium; (iii) interfere with the operation of the Stadium or any Events; or (iv) be inconsistent with the design or architecture of the Stadium or Improvements. If SMC and the District consent to any Alterations, SMC and the District may impose any conditions that they reasonably deem appropriate to such consent,

including the approval of the plans and specifications for such Alterations, approval of contractors and subcontractors, supervision of the work by SMC, the District or their respective agents, and assurances that payment for the work will be made.

31.2 Periodic Evaluation of Concession Areas, Staffing Areas and Portables. From time to time as determined by SMC, Concessionaire shall meet with representatives of SMC to evaluate the potential expansion, reduction, modification or remodeling of the Concession Areas, Staffing Areas and Portables. SMC and Concessionaire will notify the District of any such meetings scheduled in advance, and the District may also participate in any meeting at its option. Concessionaire shall submit its proposal for the location of Portables each year no later than 60 days prior to the commencement of each NFL Season, which proposal must be approved by SMC. This Section 31.2 shall not be construed as imposing any obligations upon any of the Parties, financial or otherwise.

31.3 Permits. Concessionaire shall obtain all permits, licenses and approvals required by any applicable Governmental Authority prior to commencing any Alterations. Concessionaire shall ensure that all Alterations conform to all Laws, and insurance requirements. SMC and the District shall reasonably cooperate with the Concessionaire in connection with any application by Concessionaire for any license or permit or renewal thereof required to permit the construction of an approved Alteration. If Concessionaire makes any Alteration without the prior written consent of SMC and the District, SMC and the District shall have the right to correct or remove the same at Concessionaire's expense. Once commenced, Concessionaire shall cause the construction of all Alterations to be completed diligently and in a good and workmanlike manner.

32. **Initial Inventory and Condition Survey**

32.1 Prior to the execution of this Agreement, Concessionaire and SMC have conducted a joint inventory and condition survey of the Stadium Premises and Equipment. Attached as **Schedule VI** hereto is a written record designating any pre-existing conditions observed by the Parties on the Stadium Premises or Equipment prior to the date of September 12, 2019 that Concessionaire shall not be responsible for, including environmental impairments and other conditions, and which District and/or SMC shall be solely responsible for with respect to upkeep, repair, maintenance, and/or replacement, as applicable, as well as any claims, losses or damages arising therefrom, except to the extent the need for such work or any such claims, losses or damages are due to the negligence or willful misconduct of Concessionaire.

33. **Personnel**

33.1 Personnel Selection and Training. Concessionaire understands and agrees that SMC places special emphasis on providing service to Patrons in a manner and at a

level equivalent or superior to that provided at Similar Sport Facilities during a Home Game or Field Event or at Similar Local Facilities and Similar Market Facilities during a Non-Field Event. Concessionaire shall select, employ, train, furnish and deploy employees who are proficient, productive and courteous to Patrons in order to satisfy this standard. Concessionaire shall not employ nor permit any Subconcessionaire to employ any Person performing services at the Stadium who (i) uses improper or foul language, (ii) acts in an unprofessional manner, (iii) is rude, discourteous, argumentative or abusive with the District's or SMC's employees, representatives, or agents, Patrons or Event Participants, (iv) fails to provide the level of customer service required under this Agreement, or (v) fails to satisfy any public board of health standards. All Stadium Employees and other Concessionaire Parties interacting with Patrons shall be clean, courteous, friendly, efficient and properly trained. Stadium Employees and Concession Parties interacting with Patrons shall be attired in neat and clean uniforms at all times when the Stadium is open to the general public. Concessionaire shall employ an adequate number of personnel to manage and operate Stadium Concessions in the manner and at the levels required under this Agreement.

33.1.1 Concessionaire shall formulate and implement the following policies for all Stadium Employees (i) a drug-free workplace policy; (ii) an anti-sexual harassment policy; (iii) an equal opportunity in employment and non-discrimination policy; and (iv) such other policies generally implemented by Concessionaire at other venues. Concessionaire shall provide to SMC evidence of its compliance with the provisions of this subsection, from time to time, when requested by SMC.

33.1.2 SMC and District agree not to hire or otherwise engage the services of Concessionaire's employees having a position of director or higher to work in or in connection with the Stadium or Stadium Concessions during the Term and for a period of one year following any termination of employment with Concessionaire. The restriction contained in the previous sentence shall not apply to any former employees who left the employ of the Concessionaire more than one year prior to their employment by SMC or the District. The sole and exclusive remedy for a breach of this subsection 33.1.3 shall be the payment to Concessionaire by the breaching party of an amount equal to one and one-half times the annual salary that the former employee was earning immediately prior to his or her termination of employment with Concessionaire. Concessionaire, SMC, and the District agree that such amount will constitute liquidated damages for a breach of this subsection 33.1.3 and shall be the sole and exclusive remedy of Concessionaire with respect to any breach of this subsection. The Parties acknowledge that Concessionaire will incur damages in the event of a breach of this subsection, that any damages would be extremely difficult and impractical to ascertain and that the amount of the liquidated damages provided under this subsection represents the Parties' reasonable estimate

of such damages. The Parties further acknowledge that the amount of the liquidated damages specified herein does not include any penalty.

- 33.2 Denial of Entry. SMC may for good cause (for any reason that is not unlawful) (i) deny entry to the Stadium by or (ii) remove from the Stadium any person employed or engaged by any Concessionaire Party. SMC shall attempt to notify the General Manager immediately if any such person is denied entry to or removed from the Stadium. Any person so denied entry shall not return to perform any services at the Stadium as part of the Obligations on behalf of Concessionaire without the written consent of SMC.
- 33.3 General Manager's Required Attendance. Concessionaire's General Manager shall be present at the Stadium during all Home Games, Field Events and Non-Field Events. If the General Manager cannot attend a Home Game, Field Event or Non-Field Event, Concessionaire shall notify the Event Host in advance, and the General Manager's replacement at that Event shall be subject to the reasonable approval of the Event Host.
- 33.4 Management Team. Concessionaire's management team (collectively the "Management Team") shall include the General Manager, assistant general manager, director of catering and premium, catering sales manager, catering manager, executive chef, concessions manager, controller/office manager, technology integration manager, human resources and training manager, and a warehouse manager, and such administrative managers and assistant managers as are necessary in order to ensure the efficient management of the Stadium Concessions in the manner and at the level required under this Agreement. Each member of the Management Team must be approved in advance by SMC. For any reason that is not unlawful, SMC may request that any member of the Management Team be replaced, in which event Concessionaire shall provide a temporary replacement (approved by SMC) within five (5) days and resumes for three (3) qualified permanent replacement candidates for SMC's consideration within fifteen (15) days. During the NFL Season, the members of the Management Team shall have no other duties other than those specifically dedicated to their functions at the Stadium (provided that they may be temporarily assigned to other accounts upon SMC's approval if the compensation payable to such individual is attributed to such other account rather than as Direct Operating Costs this Agreement). The Management Team must maintain a full-time office at the Stadium at a location designated by SMC.
- 33.4.1 Concessionaire shall provide SMC and the District with the home telephone numbers and cell phone numbers of all members of the Management Team and arrange for at least one member of the Management Team to be available by telephone or cell phone at all times. In addition, Concessionaire shall provide a regional management staff, made known to SMC and the District by name, to routinely review and inspect operations,

personally fill staff vacancies as needed and to consult with SMC and the District on current and future operations.

- 33.5 Employees of Concessionaire or Subconcessionaire. Except for Volunteers, all Persons engaged in the management or operation of Stadium Concessions shall be the sole and exclusive employees of the Concessionaire or a Subconcessionaire and shall be paid by Concessionaire or such Subconcessionaire, as the case may be. Such Persons shall not, for any purpose, be considered employees, subcontractors or agents of SMC or the District. SMC and the District are not joint employers of such personnel with Concessionaire. In connection with the hiring of employees, Concessionaire and any Subconcessionaire, shall pay wages and withhold and remit all payroll taxes and insurance related thereto, as required by any Laws.
- 33.6 Parking. SMC and the District will provide Concessionaire with eighteen (18) parking space permits for the use of Stadium Employees and Concessionaire Parties at all times. SMC shall designate the lots and space for the parking permits, which it may change at its discretion upon notice to Concessionaire. Parking is currently available at the Stadium for all Stadium Employees and Concessionaire Parties on Non-Event Days, provided that SMC may change the parking location or limit or restrict the spaces available on Non-Event Days in the future upon notice to Concessionaire. On Event days, SMC will provide Concessionaire with fifty five (55) parking passes (in addition to the 18 permits described above) at lots and for spaces designated by SMC, which may be changed by SMC at its discretion upon notice to Concessionaire. Additional parking for Stadium Employees and Concession Parties shall be made available off-site with shuttle service. All costs related to the shuttle service for such Stadium Employees and Concession Parties shall be shared by the Concessionaire and SMC on a pro rata basis based on the numbers of employees and other representatives of each of SMC and Concessionaire, respectively, using the shuttle service. Unless otherwise agreed, SMC shall arrange for the shuttle service, and Concessionaire shall pay its share of the costs therefore immediately upon the request of SMC. Concessionaire's portion of the payment for the shuttle service shall be deemed part of the Direct Operating Cost.

34. **Unit Staffing and Personnel Training**

- 34.1 Staffing and Supervision Plan. Concessionaire shall at all times provide a well-trained and adequate staff, including the necessary management and supervisory support, to fulfill Concessionaire's Obligations and assure a high level of service for Stadium Concessions.
- 34.2 Initial Information. Concessionaire represents that prior to the execution of this Agreement it has: (i) described to SMC in writing its good faith efforts in complying with the District's and SMC's Equal Opportunity Employment Program; (ii) provided to SMC the number of entry level employee hours to be

devoted to formal training of the staff during the first two (2) weeks of employment and monthly and annually thereafter; (iii) submitted to SMC a copy of Concessionaire's employee handbook; and a copy of any Subconcessionaire's employee handbooks (to the extent received by Concessionaire), (iv) provided to SMC a written description of recruiting techniques and sources of non-management labor; and (v) provided to SMC a written description of personnel policies and practices. Concessionaire shall provide SMC with current information or materials concerning the foregoing upon any update or change by Concessionaire or any request by SMC. The foregoing must be acceptable to SMC as determined in its discretion from time to time.

- 34.3 Training Classes. Concessionaire must provide to Stadium Employees, Concession Parties, and Volunteers a mandatory orientation and skills training program specifically developed for the Stadium. Concessionaire shall conduct ongoing regularly scheduled training classes as needed, but no less than sixteen (16) hours annually for each of the Stadium Employees and Concessionaire Parties, throughout the Term of this Agreement. At a minimum, Concessionaire shall provide or conduct customer service training, Alcohol Awareness Training, skill training, concession food set-up and sales training, quality control programs, systems training, and management training. For all staff involved in Catering, catering and buffet services, Concessionaire shall also provide sales and wine service training. Concessionaire must provide forty (40) hours of training annually for each member of the Management Team. No Stadium Employees, Concession Parties, or Volunteers shall be permitted to provide services to the public until they have completed a minimum of four (4) hours of training (which may include the orientation). All costs of providing the training hereunder shall be deemed Direct Operating Costs.
- 34.4 SAFETY Act Certification. Concessionaire acknowledges that SMC and the District are seeking and preparing for SAFETY Act certification. Concessionaire shall comply with all terms of the SAFETY Act and cooperate and assist SMC and the District, to the extent applicable, as SMC and/or the District may reasonably request in seeking and obtaining the SAFETY Act certification. This will require, in part, obtaining acceptable and compliant background checks for full time and kitchen staff as well as not providing any open air condiments unless otherwise approved by SMC. Concessionaire acknowledges and agrees that the requirements of the SAFETY Act may change in the future, and Concessionaire shall be responsible to comply with any changed or additional requirements.
- 34.5 E-Verify Program. Concessionaire will participate in the E-Verify program, as defined in Section 8-17.5-101(3.7), C.R.S. or the employment verification program established by the Colorado Department of Labor and Employment under Section 8-17.5-102(5)(c), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work related to the Obligations. Concessionaire is not responsible for verifying the eligibility of

employees of its Subconcessionaires, but will include in its Subconcessionaire Agreements a provision requiring them to participate in one of these programs.

35. Employment Records

35.1 Concessionaire shall keep and maintain at its offices accurate records (“Employee Records”) of the names, addresses, eligibility for employment and all other legal documentation required by SMC, the District, or applicable Law for each Stadium Employee. Concessionaire will provide SMC and the District, and any government agency, with Employee Records that they request, provided it is not unlawful for Concessionaire to provide those Employee Records.

36. Tipping Policy

36.1 Concessionaire shall not permit the solicitation or acceptance of tips or other gratuities, unless expressly agreed otherwise for a particular situation by SMC. The following practices are expressly prohibited: (i) tip jars which are in view of any Patron; (ii) “salting” of the bar top with money to solicit tips; and (iii) permitting tips to remain on bar tops or trays.

37. Uniforms; Appearance

37.1 All Stadium Employees interacting with Patrons at an Event shall be neatly uniformed. Selection of the type, color and style of uniforms, including specialty uniforms designated to fit the exact nature of the Stadium, shall be at the discretion and approval of SMC. Concessionaire shall provide a sampling of uniform styles and availability upon the request of SMC. SMC will provide the graphic standards to be followed in the design of the uniforms.

37.1.1 Concessionaire and SMC shall mutually cooperate in the selection and approval of uniforms to facilitate Concessionaire’s need to order uniforms in advance. Concessionaire will not be provided uniforms from Centerplate and must acquire new uniforms for the Foodservices prior to April 10, 2019.

37.1.2 In the event that the District enters into any Naming Rights Agreement(s), as described in Section 23.6, Concessionaire acknowledges and agrees that the uniforms of Stadium Employees who have general access to Patrons shall bear the name designated by SMC and the District.

37.1.3 As any existing stock of uniforms is worn-out or depleted, Concessionaire and SMC shall mutually cooperate in the selection and approval of new uniforms pursuant to the provisions of Section 37.1.

37.1.4 Uniforms are not part of the Equipment as defined herein. Expenditures on uniforms shall be deemed a Direct Operating Cost rather than part of the Equipment Investment.

37.1.5 Concessionaire must maintain levels of uniforms approved by SMC at all times.

37.1.6 Concessionaire must conduct an inventory of the uniforms on a regular basis at the same time set forth in Article 28 for the inventory of the Equipment. Concessionaire will provide SMC with results of the inventory as described in Article 28. Concessionaire will acquire any necessary replacement uniforms as reasonably determined, or requested by SMC, based on the inventory.

37.2 Each of the Stadium Employees interacting with Patrons at an Event shall (a) wear a name tag and carry a Stadium identification card or badge approved by SMC at all times when working at the Stadium or on the Real Property, and (b) wear Event credentials as required by the Event Host; provided, however that such credentials shall be supplied by the Event Host at no charge to Concessionaire or such employees.

38. **Catered Events**

38.1 Catering Proposals. For each Catered Event to be conducted by Concessionaire hereunder, upon notification of such Catered Event from SMC, Concessionaire will prepare a clear, concise, and professional quality written proposal for such event, including the estimated costs of carrying out the function.

38.2 Catering Operations. SMC will provide space and sufficient tables and chairs for those Catered Events for which Concessionaire will be providing Catering services hereunder. Concessionaire will provide and set linen, skirting, and place settings sufficiently in advance of the Catered Event, which must be promptly removed following the completion of a Catered Event. The use of any table coverings other than cloth must be approved in advance by SMC or the District, as applicable. Concessionaire must provide electronic and printed Catering menus and any other printed materials requested by SMC or the District for SMC's or the District's advance approval as applicable. The menus and printed materials must use the Stadium name if there is a Naming Rights Agreement in place, and/or the names and trademarks of SMC, the District, and PDB, as specified by SMC and the District in their discretion. Concessionaire must prepare a sufficient quantity of good condition copies of these materials.

39. **Maintenance and Repairs**

- 39.1 **Maintenance.** Subject to the provisions of Article 56, Concessionaire agrees (i) to maintain the Stadium Premises and Equipment in good order, condition and repair; (ii) to replace when necessary all worn-out Equipment; and (iii) to ensure that at all times during the Term that the Stadium Premises maintain an up-to-date, clean and attractive appearance. SMC and the District shall have the right, but not the obligation, to make any repairs in or to the Stadium Premises; provided, however, that SMC and the District shall be responsible for maintaining all Stadium Systems and the structural components (i.e., walls, floors and ceilings) of the Stadium, including those in the Stadium Premises. Concessionaire shall not have any responsibility for maintaining, repairing, or replacing any Stadium Systems or any structural components of the Stadium, except to the extent such maintenance, repair, or replacement is required due to the negligence or willful misconduct of Concessionaire. The expenses related thereto shall not be deemed Direct Operating Costs.
- 39.1.1 Except as otherwise provided by the provisions of Article 56, any repairs or replacements to the Stadium Premises and Equipment shall be subject to the prior written approval of SMC and the District, except that Concessionaire may make emergency repairs and provide notice to SMC and the District promptly thereafter.
- 39.2 **Report and Repair of Damage.** Concessionaire shall promptly report to SMC and the District, and repair, consistent with the foregoing provisions of this Article 39 and with the provisions of Article 56, any and all damage to the Stadium Premises and Equipment.
- 39.3 **SMC Inspections.** SMC will be permitted to make periodic inspections of the Concession Areas and Portables to determine whether the Stadium Premises and Equipment are being kept in the manner required under Section 39.1. In the event of any emergencies (which includes any situation where there is any threat to the health or welfare of any Patron or any other individual), or if Concessionaire has a duty to repair under Section 39.1, and Concessionaire fails to repair any damage to or defect in the Equipment within the time reasonably requested by SMC in its written demand, SMC shall have the right, but not the obligation, to repair such damage. If SMC repairs any such damage, Concessionaire shall reimburse SMC for the cost thereof on demand. To the extent specified in Article 56, Concessionaire shall be entitled to reimbursement for the reasonable cost thereof from the Concession Areas and Equipment Repairs and Replacement Reserve Fund.
- 39.4 During the Term, Concessionaire shall be responsible for the upkeep, repair, maintenance and replacement of the IPTV Equipment in accordance with the terms of this Article 39, and for the payment of any annual software license or

maintenance fees and any costs required for creation of content for the IPTV Equipment. To the extent funds are available, costs and expenses for the upkeep, repair, maintenance and replacement of the IPTV Equipment may be paid from funds in the Concession Areas and Equipment Repairs and Replacement Reserve Fund in accordance with the provisions of Section 56, otherwise such expenditures will be treated as Direct Operating Costs hereunder.

40. **Security**

- 40.1 Concessionaire is responsible for the control of keys and access codes obtained from SMC and the District. Concessionaire shall immediately report all facts relating to losses incurred as a result of break-ins to the provider of the Stadium's security service and to the District Liaison and the SMC Liaison. Concessionaire shall be responsible for the costs of re-keying the Stadium or reprogramming codes at the Stadium if Concessionaire or any Concessionaire Party compromises security at the Stadium through their negligent acts or omissions or willful misconduct. On or before April 10, 2019, Concessionaire shall pay to re-key and reprogram the codes for any access to the Concession Areas or other areas related to the Foodservices at the Stadium, as part of its Pre-Opening Expenses.

41. **Cleaning and Sanitation**

- 41.1 Cleaning of Concession Areas. Concessionaire shall maintain at all times the Stadium Premises, including kitchens, cafeterias, concession stands, bars, buffets, pantries, in-seat hawking areas, condiment stands, storage areas and food preparation areas, and all areas within a ten (10) foot radius thereof, and all equipment, fixtures, paraphernalia, material, utensils and other items therein (including the Equipment), in a clean, sanitary and orderly condition, and comply with all Laws and Best Management Practices. Concessionaire shall at all times permit inspection of the Stadium Premises and Equipment by authorized Governmental Authorities and, upon reasonable oral notice, by SMC and the District. SMC and the District shall have the right to require changes or modifications in Concessionaire's cleaning of the Stadium Premises and Equipment that they deem reasonably necessary to preserve the cleanliness and neatness of appearance of the Stadium Premises and Equipment. The expenses related to the required cleaning services, including those in Section 41.3 below, shall constitute Direct Operating Costs.
- 41.2 Cleaning Report. On an annual basis, on or before July 1st, Concessionaire shall provide SMC and the District with a report addressing the cleaning regimen conducted by Concessionaire in connection with the operation of Stadium Concessions during the past Contract Year and any modifications to be implemented during the current Contract Year. Such report will be reviewed by SMC and the District to determine Concessionaire's compliance with requirements of this Agreement and Laws.

- 41.3 Concessionaire's Cleaning Responsibilities. Concessionaire agrees that its cleaning responsibilities include the following tasks, at Concessionaire's sole expense:
- 41.3.1 Maintaining the Stadium Premises and Equipment and all areas therein which are under Concessionaire's control, in a clean and sanitary condition free of all trash, debris, spilled food and beverages, dust and dirt to a degree which is satisfactory to SMC and in compliance with all Laws;
 - 41.3.2 Adhering to high standards of cleanliness and sanitation to ensure continual sanitation in performing the Obligations, including Stadium Employees' appearance and performance in the preparation, service, transport and storage of Food and related items;
 - 41.3.3 Providing housekeeping, cleaning, sanitation service and supplies as necessary for the Concession Areas, Staff Areas and Portables;
 - 41.3.4 Maintaining a reasonable number of trash receptacles within the Concession Areas and Portables (collectively, "Concessionaire Trash Receptacles"), which must be approved by SMC;
 - 41.3.5 Emptying of all of Concessionaire Trash Receptacles in accordance with the provisions of Section 43.1 and removing all litter from Concessionaire's Food production areas, dining areas, and patio areas;
 - 41.3.6 Bussing of all tables in the Concession Areas and (if applicable) Club Lounges, and at Catered Events serviced by Concessionaire;
 - 41.3.7 Providing liners for Concessionaire Trash Receptacles;
 - 41.3.8 Providing effective extermination and pest control to the Concession Areas and Portables including kitchens, preparation areas, concession areas, dining areas and storage areas, by a properly licensed service provider;
 - 41.3.9 Maintaining all delivery vehicles according to safety, cleanliness and sanitation standards acceptable to SMC; and
 - 41.3.10 Maintaining all grease traps, exhaust hoods, exhaust ductwork, and roof fans, including arranging for regularly scheduled cleaning and testing of each, by contractors acceptable to SMC.
- 41.4 In-House or Designated Supplier Maintenance. SMC may require that Concessionaire use the in-house maintenance staff and services or third party suppliers designated by SMC for cleaning, maintenance, and repairs, including

services such as those described in Section 41.3 above, at SMC's option. SMC will invoice Concessionaire for the fees for such services, which must be at market competitive rates, and Concessionaire will pay those amounts within thirty (30) days of receipt of the invoice, or else the third party supplier may invoice Concessionaire directly. Such amounts are deemed Direct Operating Costs.

41.5 Cleaning Supplies. Concessionaire shall provide at its sole cost and expense paper and other office, janitorial, chemical, cleaning and laundry supplies necessary for the satisfactory performance of Concessionaire's maintenance and cleaning responsibilities under this Agreement.

41.6 Failure to Clean. In the event that Concessionaire fails to keep the Concession Areas, Portables and areas within a ten (10) foot radius of Concession Areas and Portables clean as required herein and upon twenty-four (24) hours prior written notice transmitted via facsimile to the General Manager, SMC and the District shall have the right to perform or contract for such required cleaning, and any reasonable cost or expense incurred by SMC and the District in connection therewith will be payable by Concessionaire on demand.

42. **Smallwares**

42.1 SMC and the District shall provide, for Concessionaire's use, any Smallwares left at the Concession Areas by Centerplate. CONCESSIONAIRE ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NONE OF THE DISTRICT, SMC, OR PDB HAS MADE, AND THEY EACH SPECIFICALLY NEGATE AND DISCLAIM, ANY REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS OF ANY KIND OR CHARACTER REGARDING ANY ASPECT OF THE SMALLWARES, INCLUDING, WITHOUT LIMITATION: (A) THE VALUE, NATURE, QUALITY OR PHYSICAL CONDITION OF THE SMALLWARES, (B) THE SUITABILITY OF THE SMALLWARES FOR ANY ACTIVITY OR USE WHICH CONCESSIONAIRE MAY CONDUCT, (C) THE MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SMALLWARES, OR (D) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE SMALLWARES. CONCESSIONAIRE AGREES TO ACCEPT THE SMALLWARES "WHERE IS, AS IS" WITH ALL FAULTS AS OF THE EFFECTIVE DATE.

42.2 Concessionaire agrees to purchase all additional Smallwares necessary or appropriate for the performance of its Obligations, in the manner and at the levels and standard required or otherwise contemplated under this Agreement or as designated by SMC or the District. Smallwares are not part of the Equipment as defined herein. Expenditures on Smallwares shall be deemed a Direct Operating Cost rather than part of the Equipment Investment.

- 42.3 Concessionaire must maintain reasonable levels of Smallwares sufficient for performance of the Catering services contemplated hereunder.
- 42.4 Concessionaire must conduct an inventory of the Smallwares on a regular basis at the same time set forth in Article 28 for the inventory of the Equipment. Concessionaire will provide SMC with results of the inventory as described in Article 28. Concessionaire will acquire any necessary replacement Smallwares as reasonably determined, or requested by SMC, based on the inventory.
- 42.5 For all sales from Concession Areas or the Club Lounges, Concessionaire will provide disposable plates, cups, cutlery, and other Smallwares for Patron usage.
- 42.6 For all Catering services, Concessionaire may use either disposable or permanent Smallwares.
- 42.7 In accordance with Law, Concessionaire shall wash after each use, all non-disposable serveware, flatware, glassware and cutlery used in the operation of Stadium Concessions.

43. Waste Handling and Disposal; Sustainability

- 43.1 On Non-Event Days, Concessionaire shall bring all waste materials (excluding grease which Concessionaire shall dispose of in accordance with Section 44.1) from the Concession Areas to designated dumpster or recycling locations designated by SMC. On days of Events, Concessionaire shall place Concessionaire's waste materials (excluding grease which Concessionaire shall dispose of in accordance with Section 44.1) into the Concessionaire Trash Receptacles and shall not place such waste materials into trash receptacles maintained and emptied by SMC. Concessionaire shall transport all such waste materials from the Concessionaire Trash Receptacles and from within the Concession Areas and Portables to designated pick-up areas in or about the Stadium in a manner and by a reasonable route designated by SMC. Such removal by Concessionaire shall be made after each Home Game, Field Event or Non-Field Event, and the cost and expense of all such waste handling shall be borne by Concessionaire. SMC agrees to use reasonable efforts to allow Concessionaire, at its sole cost and expense, to contract with any waste removal service utilized by SMC. The cost of repair of damage (other than ordinary wear and tear) done to floors, walls, windows, or other property resulting from the transport or storage of waste materials by Concessionaire, shall be the responsibility of Concessionaire. Waste removal from the central pick-up area shall be the sole responsibility of SMC and shall be at no cost to Concessionaire.
- 43.2 Concessionaire shall employ the necessary cleaning personnel before, during and after each Home Game, Field Event or Non-Field Event to comply with these

provisions subject to approval of SMC. Cleaning personnel will provide cleaning services at times reasonably designated by the Event Host. Concessionaire agrees to train, or cause the training of, cleaning personnel in the Best Management Practices in connection with the Stadium's gray water conveyance system.

- 43.3 SMC shall provide sufficient waste receptacles and liners at areas outside of the Concession Areas and Portables. Concessionaire shall comply with the comprehensive recycling program adopted by SMC, as it may be amended from time to time. Concessionaire shall comply with all Laws related to recycling.
- 43.4 Concessionaire shall comply with all Laws governing the discharge of storm sewage or runoff including compliance with the Best Management Practices.
- 43.5 Concessionaire is encouraged to work with local not-for profit organizations, approved by SMC, such as food banks, to reduce product waste.
- 43.6 Concessionaire shall develop a sustainability plan that must be approved by SMC to reduce energy consumption and/or carbon emissions, to promote recycling, to obtain and maintain one or more sustainability certifications, to promote indoor air quality, and/or to operate the Project in a sustainable or more sustainable manner. Concessionaire agrees to comply with, and cause all of the Concessionaire Parties to comply with, the approved sustainability plan. Concessionaire agrees to comply with all Laws related to energy conservation and/or sustainability including those related to air quality and carbon emissions. SMC may require amendments or modifications to the sustainability plan from time to time. As part of the sustainability plan, SMC may require use of environmentally friendly disposable cutlery and other supplies.

44. **Grease**

- 44.1 Concessionaire shall not discharge or permit any Concessionaire Party to discharge any grease, fat, or oil into the sewer, drains, or drainage systems serving the Stadium and shall take all necessary precautionary measures to prevent that from occurring. Concessionaire must keep grease, fat, or oil in containers approved by SMC for transporting, filtering, cleaning, storing, removal, and disposal by Concessionaire in compliance with all Laws and Best Management Practices. The costs associated with this shall be deemed a Direct Operating Cost. If Concessionaire fails to comply with this provision, any fine, penalty, cost, charge or expense assessed or incurred as a result of Concessionaire's failure to comply with this Section 44.1 shall be paid by Concessionaire and such amounts are not deemed a Direct Operating Cost.

45. **Pest Control**

- 45.1 Concessionaire shall engage and supervise exterminators to control rodents and other vermin and pests in the Concession Areas and at Portables as necessary and in any event on not less than a monthly basis. Concessionaire shall engage only providers of extermination services that are licensed by the State and reasonably approved by SMC. Concessionaire and SMC agree to jointly coordinate the selection and use of their respective exterminators. Documentation of Concessionaire's extermination services shall be retained by Concessionaire and provided to SMC. Should such service be deemed unsatisfactory by SMC, SMC may, after written notice to Concessionaire and the expiration of a reasonable period of time for Concessionaire to correct the situation, not to exceed in any event five (5) Business Days after the date of delivery of such written notice, contract for extermination services and the reasonable cost or expense incurred by SMC in connection therewith will be payable by Concessionaire on demand. Payments by Concessionaire for these approved vermin and pest control services shall be deemed Direct Operating Costs.

46. **Utility Services Provided**

- 46.1 SMC shall provide, at its sole cost and expense, Stadium Systems (including sewer lines) for use by Concessionaire in the operation of the Stadium Concessions.
- 46.2 SMC and the District shall not be liable to any Concessionaire Party with respect to damages to either person or property (including economic injuries, consequential damages, or property loss) resulting from any interruptions, curtailments, stoppages or suspensions of utility services or systems (including Stadium Systems), unless due in any material respect to the gross negligence or willful misconduct of SMC and/or the District. Concessionaire agrees to use commercially reasonable efforts not to waste electricity, natural gas, water and other utilities at the Stadium Premises, and to keep the Equipment in repair so that the consumption of utilities is as efficient as possible.
- 46.3 SMC and the District shall have no responsibility for any Food, Beverages, other inventory, Equipment, or other goods of Concessionaire or any Concessionaire Party stored at the Stadium, including in cases of force majeure events of the type described in Section 69.21, unless due in any material respect to the gross negligence or willful misconduct of SMC and/or the District.

47. **Maintenance of Utilities**

- 47.1 The cost to maintain, repair or replace any utility service or lines (to the extent not provided by the utility provider without cost to SMC or the District) due to Concessionaire's willful misconduct or negligent acts or omissions shall be at Concessionaire's sole expense and will not be deemed a Direct Operating Cost.

48. Telephone, Telecommunications, and Internet Service

48.1 Concessionaire shall cause all telephone, telecommunication, and internet instruments necessary for the operation of the Stadium Concessions to be included within the Equipment, and the cost of telephone, telecommunication, and internet services for Concessionaire's and the Concessionaire Parties' use shall be Direct Operating Costs unless expressly included in the Equipment Investment. SMC shall provide all wiring, connections and infrastructure necessary to provide telephone, telecommunications, and internet service to the Stadium, including the Stadium Premises, such that Concessionaire shall be able to access such service with its instruments. SMC shall provide telephone and internet connectivity for the Stadium and shall provide Concessionaire with access thereto. Concessionaire shall pay its proportionate share of use of the telephone and internet service, which it may treat as a Direct Operating Cost. SMC shall monitor and determine Concessionaire's capacity on such service and shall, on a periodic basis as determined by SMC, invoice Concessionaire for Concessionaire's proportionate share of use of such service. Concessionaire shall pay SMC for Concessionaire's proportionate share of use of such service within fifteen (15) days after receipt of SMC's invoice therefor.

49. Performance Bond

49.1 Within thirty (30) days of execution of this Agreement by all Parties, Concessionaire shall deliver to the District a performance bond ("Performance Bond") in the amount of One Million Dollars (\$1,000,000), in form and content acceptable to SMC and the District, as security for the due performance of the Obligations and the indemnification of the District Parties, SMC Parties and PDB Parties against losses. The Performance Bond shall be issued by a surety company acceptable to SMC and the District, authorized by law to conduct business in the State, and executed by a local representative of such surety company or other authorized agent.

49.2 The Performance Bond shall remain in effect throughout the Term of this Agreement, and all premiums shall be paid by Concessionaire. At Concessionaire's option, Concessionaire may elect to provide the Performance Bond on an annual basis subject to the approval of SMC and the District, which approval shall not be unreasonably withheld provided there is no lapse in coverage. Concessionaire agrees that in the event of a threatened or pending cancellation or termination of the Performance Bond, a new bond or bonds, or letters of credit all in form and content reasonably acceptable to SMC and the District shall be provided by Concessionaire to SMC and the District prior to the effective date of any cancellation or termination.

49.3 The Performance Bond shall be substantially in the same form and content set as **Exhibit E** hereto.

50. **Intentionally Omitted.**

51. **Insurance**

51.1 Concessionaire shall comply with all applicable state and local insurance and fire prevention codes and regulations and all reasonable requirements of the District's, SMC's and PDB's insurance policies which SMC, the District or PDB have notified Concessionaire of in writing, in connection with the operation of the Stadium Concessions and the use of the Stadium Premises.

51.2 SMC and the District shall have the right to approve the form and content of all certificates of insurance. Not later than the signing of this Agreement, Concessionaire shall furnish and deposit with SMC and the District one copy for each certificate of insurance providing evidence that the required insurance coverages under this Article 51 are currently in place. Concessionaire shall not commence any work or the operation of Stadium Concessions under this Agreement until it has obtained all of the required insurance, bonds and the approval of SMC and the District (provided that Concessionaire shall not be deemed to be in default of this requirement for any work performed prior to execution of this Agreement while meeting the requirements for such matters in the Interim Concession Agreement). All insurance policies shall (i) be issued by an insurance company authorized by law to conduct business in the State with the financial rating of at least A-[Class VII status], as rated in the most recent edition of Best's Insurance Reports, (ii) be issued as a primary (and not contributory) policy, and (iii) name the District Parties, SMC Parties, PDB Parties, and Edge Sports Parties as additional insureds (and not as named insureds). Additional insured status shall only extend to the General, Auto and Umbrella/Excess Liability policies as specified below. Such insurance company and policies are subject to the prior approval and acceptance of SMC and the District. A new certificate shall be required if at any time Concessionaire changes insurance carriers. Concessionaire shall, at its sole cost and expense (which shall be deemed a Direct Operating Cost), procure and maintain throughout the Term of this Agreement the following insurance coverages with respect to the Stadium and the operation of the Stadium Concessions:

51.2.1 Special form (all-risk) insurance, insuring against damage or destruction to Concessionaire's personal property and the Equipment, including all furniture, fixtures, equipment, and inventory, in an amount equal to the full replacement cost thereof, including coverage against explosion and collapse, and resultant damage, and sewer backup.

- 51.2.2 Commercial General Liability coverage, including liquor liability coverage, containing a per location or per project aggregate endorsement for the Stadium or its equivalent, with the addition of coverages as broad and as encompassing as the Broad Form Comprehensive General Liability endorsement in the occurrence form, including (or on a separate stand-alone basis) commercial automobile liability (with owned, non-owned and hired coverages), liquor/dram shop liability, providing coverage against claims for bodily injury (including inoculations to healthy people exposed to a food-borne illness from the operation of Stadium Concessions), death, and property damage occurring in or upon or resulting from the use or occupancy of the Stadium or from or out of Concessionaire's and Concessionaire Parties' performance, non-performance, or negligence related in any way to this Agreement. Such insurance shall be primary and non-contributory with any other coverages, including that of SMC, the District, PDB, and Edge Sports and such insurance shall afford immediate defense and indemnification of SMC, the District, PDB, and Edge Sports to the limit of \$2,000,000 per occurrence and \$10,000,000 in the aggregate (which limits may be met by combining the limit requirements of the primary and umbrella/excess policies) along with umbrella excess commercial general liability coverage with a limit of \$25,000,000 per occurrence. This insurance shall include contractual liability coverage insuring Concessionaire's indemnification obligations under this Agreement where it is permitted by Law. This insurance shall apply in excess of underlying commercial general liability, employer's liability, commercial automobile liability and liquor liability.
- 51.2.3 Workers' compensation insurance covering all employees meeting statutory limits in compliance with all Laws.
- 51.2.4 Employer's Liability coverage, including voluntary compensation, as follows: Bodily Injury Limits by Accident at one million dollars (\$1,000,000) per accident, and Bodily Injury Limits by Disease at one million dollars (\$1,000,000) per occurrence.
- 51.2.5 Blanket employee dishonesty, or crime coverage with limits of \$100,000 per occurrence. This coverage must include coverage to funds and/or property held by the Concessionaire on behalf of SMC, the District, PDB, and/or Edge Sports.
- 51.2.6 Cyber liability (data privacy) coverage with limits of \$5,000,000, per occurrence and aggregate.
- 51.3 The coverage required under Section 51.2.2 Commercial General Liability shall name the District Parties, SMC Parties, PDB Parties, and the Edge Sports Parties and their successors and assigns, as additional insureds. Any insurance coverage

(additional insured or otherwise) that Concessionaire provides for the Additional Insureds shall only cover insured liability assumed by Concessionaire in this Agreement; such insurance coverage shall not otherwise cover liability in connection with or arising out of the wrongful or negligent acts or omissions of the Additional Insureds.

- 51.4 The special form (all-risk) coverage set forth in Section 51.2.1 shall name the District Parties as loss payee with respect to any Equipment or other property in which the District owns an interest. The loss payee endorsement language is subject to the approval of the District, which shall not be unreasonably withheld.
- 51.5 Notice of cancellation of any insurance policies required herein shall be subject to ACORD 25 Certificate of Liability standards and will be delivered to SMC and the District, as applicable, in accordance with policy provisions.
- 51.6 Concessionaire, SMC and the District agree that the specified coverage or limits of insurance in no way limit the liability of Concessionaire. Concessionaire shall maintain with respect to each such policy or agreement evidence of such insurance coverage and endorsements as required herein.
- 51.7 Concessionaire shall, throughout the Term of this Agreement, require all Subconcessionaires to provide Concessionaire, SMC and the District with certificates of insurance and insurance policies evidencing the same type of Commercial General Liability, Workers' Compensation, Employers' Liability, and Commercial Automobile Liability insurance coverages with limits of no less than \$5,000,000. Said insurance shall include a waiver of subrogation, and additional insured requirements of Concessionaire by this Agreement.
- 51.8 If Concessionaire fails to comply with the insurance requirements set forth in this Article 51, SMC and the District shall have the right to obtain and keep such insurance in full force and effect and, as additional amounts payable hereunder, Concessionaire shall pay SMC and the District the cost of such insurance within ten (10) days of receipt of written demand.

52. Waiver of Subrogation

- 52.1 Concessionaire expressly waives all rights and claims it may have against the District Parties, SMC Parties, PDB Parties, or the Edge Sports Parties and their respective Affiliates, for loss or damage to property arising or resulting from the occupancy or use of Stadium and the operations conducted therein or thereabouts (including the operation of Stadium Concessions) to the extent reimbursable by insurance that Concessionaire carries or is required to carry hereunder, whichever is greater. All certificates of insurance provided under Section 51.2 (except Cyber and Crime coverages) will evidence the insurer's agreement to this waiver of subrogation.

- 52.2 SMC and the District expressly waive all rights and claims they may have against Concessionaire Parties and their respective Affiliates, for loss or damage to property arising or resulting from the occupancy or use of the Stadium and operation of the Stadium to the extent reimbursable by insurance that SMC and/or the District carry.
- 52.3 The mutual waivers of subrogation under this Article 52 shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Agreement or any other agreement among any of the Parties with respect to any claim among them. To the extent that this limitation of liability will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), SMC and the District, on the one side, and Concessionaire, on the other side, agree to give to each of their liability insurance companies written notice of the terms of said mutual limitation of liability and waiver of subrogation rights, and to have such insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said limitation of liability and waiver.

53. Workers' Compensation

- 53.1 Concessionaire shall comply with applicable provisions of the Workers' Compensation Act of Colorado, as amended.

54. Non-Liability and Indemnity

- 54.1 The District Parties, SMC Parties and PDB Parties shall not have any liability to Concessionaire or any of its officers, directors, employees or agents or (to the extent permitted by Law) any Person claiming through Concessionaire or any of its officers, directors, employees or agents, for any damage, injury, loss or claim based on or arising out of the following; provided, however, that each of SMC and the District shall be severally (and not jointly) responsible to the extent such damage, injury, loss or claim results solely from their gross negligence or willful misconduct: (i) Concessionaire's use or occupancy of the Concession Areas and the operations conducted therein (including the operation of Stadium Concessions), (ii) entry onto or passage through any part of the Stadium by any Stadium Employee, Volunteer, or other party involved in the operation of the Obligations hereunder, (iii) repair by SMC or the District of any portion of the Stadium Premises or the Stadium, (iv) interruption of Concessionaire's use of the Concession Areas or the Equipment, (v) any accident or damage resulting from any use or operation of the Stadium or any Stadium System by SMC, the District, PDB, Concessionaire or any other Person, and (vi) termination of this Agreement, subject to the provisions of Article 65, by reason of damage to the Stadium Premises or the Stadium, including any damage caused by fire, power failure, flood, robbery, theft, vandalism, explosion, mysterious disappearance or any other casualty, and leakage in any part

of the Stadium Premises or the Stadium from water, rain, ice or snow that may leak into, or flow from, any part of the Stadium Premises or the Stadium, or from drains, pipes or plumbing fixtures in the Stadium Premises or the Stadium; provided, however, that nothing in this Section 54.1 shall be construed to relieve SMC or the District from liability for any breach of this Agreement.

54.2 Subject to the provisions of Sections 51.2.3, 52.1 and 54.1:

54.2.1 The District shall, to the extent permitted by Law, indemnify and defend the Concessionaire and its officers, directors, employees and agents from, and hold each of them harmless against, any and all losses, liabilities, claims, damages, expenses, obligations, penalties, actions, judgments, suits, costs or disbursements of any kind or nature whatsoever, including the fees and disbursements of counsel, for death, bodily injury or property damage occurring in or about the Stadium or the Real Property to the extent it results from or arises out of (i) any willful misconduct or negligence of the District or any District Party (except that with respect to any death, bodily injury or property damage occurring in the Concession Areas, this indemnity shall apply only in the event of the District's willful misconduct or gross negligence), (ii) any breach of or noncompliance with this Agreement and the terms and conditions herein contained by the District, and (iii) any failure of the District or any District Party to comply with any Law. Neither this paragraph nor any other term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S. or the Federal Tort Claims Act, 28 U.S.C. Sections 1346(b) and 2671 *et seq.*, as applicable now or hereafter amended; in each case, except to the extent due to the willful misconduct or negligence of Concessionaire or any other party entitled to indemnification under this subsection.

54.2.2 SMC shall indemnify and defend the Concessionaire and its officers, directors, employees and agents from, and hold each of them harmless against, any and all losses, liabilities, claims, damages, expenses, obligations, penalties, actions, judgments, suits, costs or disbursements of any kind or nature whatsoever, including the fees and disbursements of counsel, for death, bodily injury or property damage occurring in or about the Stadium or the Real Property to the extent it results from or arises out of (i) any willful misconduct or negligence of SMC or any SMC Party (except that with respect to any death, bodily injury or property damage occurring in the Concession Areas, this indemnity shall apply only in the event of SMC's willful misconduct or gross negligence), (ii) any breach of or noncompliance with this Agreement and the terms and conditions herein contained by SMC, and (iii) any failure of SMC or any SMC Party to comply with any Law; in each case, except to the extent due to the willful

misconduct or negligence of Concessionaire or any other party entitled to indemnification under this subsection.

- 54.3 Subject to the provisions of Section 52.2, Concessionaire shall indemnify the District Parties, SMC Parties and PDB Parties (each an “Indemnatee”) from, and hold each of them harmless against, any and all losses, liabilities, claims, damages, expenses, obligations, penalties, actions, judgments, suits, costs or disbursements of any kind or nature whatsoever (including the fees and disbursements of counsel for such Indemnatee in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnatee shall be designated a party thereto and whether or not brought by the Concessionaire or any other Person) that may at any time be imposed on, asserted against or incurred by any Indemnatee as a result of or arising out of or in any way related to or by reason of, (i) any willful misconduct or negligent act, error or omission of Concessionaire, or any Concessionaire Party; (ii) failure to perform any of the Obligations or any breach of or noncompliance with this Agreement and the terms and conditions herein contained; (iii) any Food or Beverages sold or service rendered by Concessionaire or any Concessionaire Party; (iv) the sale, distribution, service, use or consumption of Alcoholic Beverages at or from the Stadium or Real Property; (v) the exercise by SMC, the District or PDB of their rights and remedies under this Agreement, (vi) any alleged failure of Concessionaire or any Concessionaire Party, to comply with any Law, or (vii) any injury or illness sustained by any Stadium Employee, Volunteer, or other agent of Concessionaire, whether sustained at the Concession Areas or any other part of the Real Property, while on the Real Property primarily as a result of engagement by Concessionaire; in each case, except to the extent due to the willful misconduct or negligence of any Indemnatee. Concessionaire’s obligations under this Section 54.2 shall survive the expiration or termination of this Agreement.
- 54.4 The provisions (including the waivers and indemnifications) of this Article 54 shall survive the expiration or termination of this Agreement. Notwithstanding any other provisions of this Agreement, no Party shall be liable to any other Party for consequential, incidental, indirect, punitive or special damages, including loss of profit, business, or goodwill, even if such Party has been advised, knew, or should have known of the likelihood or possibility of such damages occurring. Accordingly, no Party shall be entitled to seek, claim, or collect damages in excess of the actual and direct damages actually incurred, expected, or sustained by such Party pursuant to this Agreement. However, the foregoing limitation of liability in the preceding sentences of this Section 54.4 shall not apply to, impair, or waive the Parties’ rights to any indemnification under Sections 54.2, 54.3, or any other provision of this Agreement. In the enforcement of its rights and remedies under this Agreement, each of the Parties hereto agrees that it shall not seek, enter or enforce any personal judgment against any stockholder, member, general or limited partner, director, officer, employee or principal, disclosed or undisclosed, of the other Parties or any of the other Parties’ affiliates (or any of their respective

successors and assigns) and shall look only to the assets of the respective Party and its successors and assigns.

55. Records, Accounting and Audit

55.1 Concessionaire shall keep at the Stadium an accurate and complete set of books and records of Gross Receipts, Concessionaire Gross Receipts, Home Games Gross Receipts, Subconcessionaire Gross Receipts, Net Subconcessionaire Sales, Subconcessionaire Consideration, Net Profits, and Direct Operating Costs (including specifically F&NAB Gross Receipts, F&NAB Net Profits, and F&NAB Direct Operating Costs) in accordance with GAAP, in a format approved by SMC. Such books and records shall be kept in a hard copy format and in an electronic format in each case for seven (7) years after creation of the record, subject to the reasonable approval of SMC. Concessionaire shall make all of its books and records available to SMC or their auditors or other authorized representatives as they are developed, and allow SMC or their auditors or other authorized representatives, at all reasonable times, to inspect, copy and audit said books and records, correspondence, memoranda and other information relating to Gross Receipts at the Stadium during the Term of this Agreement and for three (3) years following the Term of this Agreement and any extensions, renewals or modifications thereof, at Concessionaire's main office.

55.1.1 Said books and records shall include, without limitation, daily Gross Receipts, F&NAB Gross Receipts, Concessionaire Gross Receipts, Home Games Gross Receipts, Subconcessionaire Gross Receipts, Net Subconcessionaire Sales, Subconcessionaire Consideration and daily bank deposits, receipts and other evidence of expenditures, and daily sales and business transacted by Concessionaire. Concessionaire shall preserve and make available for audit and examination by SMC or its auditors or other authorized representatives, such books and records.

55.2 On an annual basis, Concessionaire shall deliver to SMC and the District, on or before sixty (60) days following the end of each Contract Year during the Term, an audit from a certified public accountant which has been approved by SMC and the District, covering Gross Receipts (specifically identifying any F&NAB Gross Receipts), Concessionaire Gross Receipts, Home Games Gross Receipts, Subconcessionaire Gross Receipts, Net Subconcessionaire Sales, Subconcessionaire Consideration, Concessionaire's Direct Operating Costs and other expenses (specifically identifying any F&NAB Direct Operating Costs), Net Profits (specifically identifying F&NAB Net Profits), and Commissions, F&NAB Net Profit Payments, and Bonus Compensation paid or due for such Contract Year. This audit shall be conducted at Concessionaire's expense, provided that the reasonable expenses for this audit will be deemed a Direct Operating Cost. In the event that either SMC or the District is not satisfied with the statements presented as a result of an audit, SMC or the District, as applicable (the "Special Auditing

Party”), shall have the right to conduct, at its expense, a special audit of Gross Receipts (specifically identifying any F&NAB Gross Receipts), Concessionaire Gross Receipts, Home Games Gross Receipts, Subconcessionaire Gross Receipts, Net Subconcessionaire Sales, Subconcessionaire Consideration, Concessionaire’s Direct Operating Costs and other expenses (specifically identifying any F&NAB Direct Operating Costs), Net Profits (specifically identifying F&NAB Net Profits), and Commissions, F&NAB Net Profit Payments, and Bonus Compensation payable, by a nationally recognized accounting firm selected by the Special Auditing Party. The Concessionaire shall immediately pay any Commissions, F&NAB Net Profit Payments, or Bonus Compensation determined to be owed after the completion of a special audit and if such special audit reflects a deficiency in the payment of Commissions, F&NAB Net Profit Payments, or Bonus Compensation to SMC or the District, as applicable, during such Contract Year in excess of one percent (1%) of the amount actually paid for the Commissions, F&NAB Net Profit Payments, or Bonus Compensation for any Monthly Accounting Period, the Concessionaire shall reimburse the Special Auditing Party for all reasonable costs and expenses incurred in conducting such special audit, plus any Late Fees and interest that apply. Concessionaire’s obligations and the District’s and SMC’s rights to inspect, copy and audit under this Article 55 shall survive the expiration or termination of this Agreement for a period of three (3) years following the Term of this Agreement and any extensions or renewals thereof.

55.3 Concessionaire must use hardware and software reasonably acceptable to SMC for all accounting and recordkeeping for all Foodservices records, proposals, contracts, invoices, and accounting functions, and for inventory systems to determine sales and product usage. Unless otherwise approved by SMC, Concessionaire shall not permit any of the Concessionaire Parties (with the exception of Concessionaire Parties who are operating Portables, acting as roving vendors or providing catering services), to make change from boxes, containers, or from pockets of clothing.

55.4 Concessionaire shall maintain a separate bank account for the deposit of all Concessionaire Gross Receipts, Home Game Gross Receipts, and Net Subconcessionaire Sales generated from Events (“Stadium Events Account”) at a bank located in Denver approved by SMC. On or before the second Business Day following an Event, Concessionaire shall deposit all Concessionaire Gross Receipts, Home Game Gross Receipts, and Net Subconcessionaire Sales in the Stadium Events Account. Concessionaire shall cause a separate deposit to the Stadium Events Account to be made for the Gross Receipts of each Event.

56. Concession Areas and Equipment Repairs and Replacement Reserve Fund

56.1 The Parties recognize that repairs, replacements and improvements will have to be made to the Concession Areas and Equipment during the Term to maintain the Concession Areas to the standards desired by the Parties. Accordingly, Concessionaire agrees that it shall make payments from Gross Receipts into a

segregated interest bearing reserve fund maintained by Concessionaire but owned by the District (the "Concession Areas and Equipment Repairs and Replacement Reserve Fund"), and such fund shall be maintained in a separate escrow or trustee account and be used solely for repairs and replacements to the Concession Areas and Equipment ("Concession Areas and Equipment Repairs and Replacements"). Furthermore, the District agrees to initially fund the Concession Areas and Equipment Repairs and Replacement Reserve Fund with an amount equal to all reserve funds it owns or controls in connection with the Original Concession Agreement, which amount is approximately \$2,000,000 as of the Effective Date, for administration and use by the Parties pursuant to the terms herein; provided that this initial funding by the District shall not apply to reduce the obligation of Concessionaire to contribute amounts as described below or to reduce the required Concessionaire's Investment as described in Section 28.5. All disbursements from the Concession Areas and Equipment Repairs and Replacement Reserve Fund during the Term shall require the mutual approval of Concessionaire, SMC, and the District. On a monthly basis within fifteen (15) days of the end of each calendar month, with the Commissions payments, Concessionaire shall deposit an amount equal to one and one-half percent (1½%) of all Gross Receipts and Subconcessionaire Consideration for the previous calendar month into the Concession Areas and Equipment Repairs and Replacement Reserve Fund. These contributions are deemed a Direct Operating Cost. Within thirty (30) days after the end of each NFL Season during the Term, Concessionaire, SMC and the District shall meet and agree upon any Concession Areas and Equipment Repairs and Replacements which are to be made to the Concession Areas and Equipment during the Contract Year following such NFL Season. No Concession Areas and Equipment Repairs and Replacements shall be made without the concurrence of the Concessionaire, District and SMC, except that SMC, subject to the provisions of Article 15 of the Lease, or Concessionaire shall be permitted to make Concession Areas and Equipment Repairs and Replacements without such concurrence in emergency situations and Concessionaire may also make any individual repair under five hundred dollars (\$500) not to exceed, in the aggregate, ten thousand dollars (\$10,000) in any Contract Year. SMC or Concessionaire (as applicable) shall be entitled to prompt reimbursement from the Concession Areas and Equipment Repair and Replacement Reserve Fund for such emergency or de minimis Concession Areas and Equipment Repairs and Replacements. Amounts disbursed from the Concession Areas and Equipment Repairs and Replacement Reserve Fund shall not be added to or deemed part of the Equipment Investment or any other part of Concessionaire's Investment.

- 56.2 If the Concession Areas and Equipment Repair and Replacement Reserve Fund is depleted at any time during the Term, Concessionaire, SMC and the District shall discuss the repair and replacement of Concession Areas and Equipment and shall determine by consensus which Party shall bear the cost of such repairs and replacements and/or (if it is paid by Concessionaire) whether the same shall be deemed Direct Operating Costs.

- 56.3 Notwithstanding any provision in this Agreement to the contrary, if any Concessionaire Party damages any portion of the Stadium Premises or Equipment through its negligence or willful misconduct, Concessionaire shall be responsible for repairing or replacing, as applicable, such Stadium Premises or Equipment and the cost of such repairs or replacements shall not be expended or reimbursed from the Concession Areas and Equipment Repair and Replacement Reserve Fund, and such expenditures shall not be deemed Direct Operating Costs. Similarly, if SMC, the District, or any of their agents or contractors (other than Concessionaire, damages any portion of the Stadium Premises or Equipment through its gross negligence or willful misconduct, SMC and/or District shall cause such Party to bear the cost of such repairs and replacements without use of (or through reimbursement of) funds from the Concession Areas and Equipment Repair and Replacement Reserve Fund, and such expenditures shall not be deemed Direct Operating Costs.
- 56.4 The Concession Areas and Equipment Repairs and Replacement Reserve Fund and all amounts deposited thereto shall be and remain the property of the District. Any amount remaining in the Concession Areas and Equipment Repairs and Replacement Reserve Fund upon the termination and expiration of this Agreement shall belong to the District.

57. Taxes and License Fees

- 57.1 Concessionaire shall promptly pay all license fees and taxes on the products or services which Concessionaire provides hereunder, including all federal, state and local taxes, sales and use taxes, workers' compensation payments, unemployment insurance, payroll taxes, and all other applicable taxes relating to Concessionaire's operations, employees, equipment, inventory, and Licenses related to the performance of the Obligations. Such taxes paid shall be deemed Direct Operating Costs.

58. Default

- 58.1 Concessionaire Default. Any of the following occurrences or acts shall constitute an event of default ("Concessionaire's Event of Default") under this Agreement:
- 58.1.1 Concessionaire's failure to pay when due any Commissions, F&NAB Net Profit Payments, Bonus Compensation, or any other sums due under this Agreement and the continuance of such failure for a period of more than fifteen (15) days after SMC or the District has delivered to Concessionaire written notice thereof;

- 58.1.2 Concessionaire's failure to maintain any License, including but not limited to any Liquor License, upon the delivery to Concessionaire of written notice by SMC or the District;
- 58.1.3 Concessionaire's failure to comply with its obligations to permit no liens whatsoever to be placed against the Stadium, the Real Property or any property of SMC, the District, or PDB as described in Section 69.7 upon the delivery to Concessionaire of written notice by SMC or the District;
- 58.1.4 Any action of Concessionaire that is in violation of any applicable health, safety, sanitation or handicapped access laws, regulations or codes, and the continuance of such violation for a period of more than twenty four (24) hours after SMC or the District has delivered to Concessionaire written notice thereof;
- 58.1.5 Concessionaire's failure to perform, comply with, or observe any other agreement or obligation of Concessionaire under this Agreement and the continuance of such failure for a period of more than fifteen (15) days after SMC or the District has delivered to Concessionaire written notice thereof, provided that such failure shall not constitute a Concessionaire's Event of Default if Concessionaire (i) commences actions to cure such default within fifteen (15) days of Concessionaire's receipt of the District's or SMC's notice, (ii) provides written notice to SMC and the District within such fifteen (15) days describing the curative actions taken and providing a projected time period to complete such cure and (iii) diligently pursues such actions to cure such default to completion within ninety (90) days of Concessionaire's receipt of the District's or SMC's notice;
- 58.1.6 Any representation or warranty of Concessionaire under this Agreement is or becomes untrue, false or misleading in any respect and Concessionaire shall fail to make such representation or warranty true, correct and not misleading in accordance with the cure provisions in Section 58.1.5;
- 58.1.7 Concessionaire shall cease operations of the Stadium Concessions prior to expiration or termination of this Agreement in accordance with the terms herein, and, except in the case of casualty or force majeure events as provided herein, such cessation shall continue for a period of five (5) days after SMC and the District request Concessionaire in writing to resume such operations;
- 58.1.8 Concessionaire shall make an assignment for the benefit of its creditors, or fail to have any petition filed against it in any bankruptcy, reorganization or insolvency proceeding dismissed within ninety (90) days after the institution of the same, or fail to have any receiver, trustee or liquidator or any portion of its property discharged within ninety (90) days of the

appointment of the same, or file a petition seeking an order for relief under applicable bankruptcy law; or

58.1.9 Concessionaire repeatedly fails, following written request of SMC or the District, to work cooperatively with SMC, the District, PDB, or their lessees, Licensees, or subcontractors, in conducting business at the Stadium; or

58.1.10 Concessionaire or its Affiliate defaults under the terms of any other agreement between Concessionaire or its Affiliate with SMC and/or the District pertaining to merchandise or retail product sales rights related to the Stadium, is notified in writing of the same, and fails to reasonably cure such default in accordance with the terms of the other agreement.

58.2 District/SMC Default. In the event that SMC or the District shall fail to observe or perform any of the covenants, conditions or agreements on its part to be observed or performed under this Agreement (a “District/SMC Event of Default”), Concessionaire may give SMC and the District written notice of such default. If SMC and the District fail to cure such default and such failure shall continue for a period of thirty (30) days after receipt of such written notice, Concessionaire may terminate this Agreement, unless such default cannot reasonably be cured within such thirty (30) day period, in which case the cure period shall be extended for the period of time reasonably required to effect such cure but in any event no longer than ninety (90) days from receipt of such initial written notice, provided that SMC or the District shall promptly commence and prosecute within such thirty (30) day period and diligently pursue such cure to completion.

59. Termination by District and SMC

59.1 Upon an occurrence of a Concessionaire’s Event of Default, SMC and the District, or either of them, at their option, shall have the right to terminate this Agreement by notice to Concessionaire and immediately upon the giving of any such notice (or subsequent notice, as applicable, if cure has not been provided as set forth in Section 58.1 above), this Agreement shall terminate, but the Parties shall not be released from any obligations that expressly survive the expiration or termination of this Agreement.

59.2 Upon an occurrence of a Concessionaire’s Event of Default, with or without terminating this Agreement, SMC and the District shall have the right to enter upon and take possession of the Stadium Premises and the Equipment. In the event of such re-entry and repossession by SMC and the District, all of Concessionaire’s rights under the license granted hereunder shall be suspended, and Concessionaire shall cease occupying the Stadium Premises and operating Stadium Concessions. Subject to the terms of this Agreement, SMC and the District shall be entitled to any and all damages and other remedies that may be available at law or in equity

and to reimbursement from Concessionaire for any and all reasonable costs and expenses (including reasonable attorneys' fees) incurred by SMC and the District in enforcing the provisions of this Agreement, in re-entering and repossessing the Stadium Premises and in protecting and preserving the Stadium Premises by use of security guards, caretakers and other maintenance personnel; provided, however, that this Section 59.2 shall not be construed as negating SMC's and the District's obligations to mitigate its respective damages. Failure of SMC and the District to strictly and promptly enforce these rights shall not operate as a waiver of the District's and SMC's rights. The foregoing provisions of this Section 59.2 shall not be construed as negating any Party's obligation to mitigate its damages.

- 59.3 SMC and the District, or either of them, may elect to terminate this Agreement without any cause or reason upon the first date of the applicable Contract Year as set forth below by (a) giving ninety (90) days written notice prior to such date to Concessionaire and (b) payment by the Terminating Party to Concessionaire of the following fee ("Early Termination Fee"):

\$1,500,000	plus the amount of the Unamortized Concessionaire Investment if the Termination Date occurs on April 1, 2022
\$1,200,000	plus the amount of the Unamortized Concessionaire Investment if the Termination Date occurs on April 1, 2023
\$1,000,000	plus the amount of the Unamortized Concessionaire Investment if the Termination Date occurs on April 1, 2024
\$800,000	plus the amount of the Unamortized Concessionaire Investment if the Termination Date occurs on April 1, 2025
\$600,000	plus the amount of the Unamortized Concessionaire Investment if the Termination Date occurs on April 1, 2026
\$400,000	plus the amount of the Unamortized Concessionaire Investment if the Termination Date occurs on April 1, 2027
\$200,000	plus the amount of the Unamortized Concessionaire Investment if the Termination Date occurs on April 1, 2028
-0-	plus the amount of the Unamortized Concessionaire Investment if the Termination Date occurs at the start of any later Contract Year

No such termination pursuant to this Section 59.3 shall be effective until the Early Termination Fee has been paid. For purposes of clarity, the rights for termination by SMC and District pursuant to this Section 59.3 shall be solely exercisable as of the end of the third (3rd) and each subsequent Contract Year.

60. Termination by Concessionaire

- 60.1 Upon an occurrence of District/SMC Event of Default, the Concessionaire, at its option, shall have the right to terminate this Agreement by notice to SMC and the District, and immediately upon the giving of any such notice (or subsequent notice, as applicable, if cure has not been provided as set forth in Section 58.2 above), this

Agreement shall terminate, but the Parties shall not be released from any obligations that expressly survive the expiration or termination of this Agreement. Subject to the terms of this Agreement, upon such termination, Concessionaire shall have the right to pursue any remedy against SMC and the District that may be available at law or in equity and shall be entitled to reimbursement from SMC and the District for any and all reasonable costs and expenses (including reasonable attorneys' fees) incurred by Concessionaire in enforcing the provisions of this Agreement; provided, however, that this Section 60.1 shall not be construed as negating Concessionaire's obligation to mitigate its damages.

- 60.2 Notwithstanding any provision in Section 60.1 to the contrary, in the event that any action or omission of the District is the sole and entire cause of an occurrence of a District/SMC Event of Default, Concessionaire shall not be permitted to terminate this Agreement pursuant to the provisions of Section 60.1, but shall be permitted to exercise its remedies against the District hereunder, at law or in equity. In addition, in the event of such District/SMC Event of Default caused by the District, Concessionaire shall be entitled to withhold payment of Commissions as to District in the event the cure period as set forth in Section 58.2 has elapsed without cure, until the default has been cured in accordance with the terms of this Agreement, and Concessionaire shall not be required to (i) provide Stadium Concessions at any District Event, (ii) provide services to the District pursuant to the provisions of Section 11.2 hereof, (iii) obtain the District's approval under any provision of this Agreement which requires it; or (iv) otherwise perform any obligations of this Agreement as such obligations pertain to the District.

61. Self Help; Set Off

- 61.1 In the event Concessionaire ceases operations or abandons the Stadium Premises prior to the effective date of termination or expiration of this Agreement, in addition to any other remedies under this Agreement, in law or at equity, SMC and the District have the right, but not the obligation, to take immediate possession of the Stadium Premises and, in their discretion, terminate this Agreement and enter into a general concession agreement with any other Person. If SMC and the District elect to take possession of the Stadium Premises, terminate this Agreement and enter into a general concession agreement with another Person, Concessionaire shall reimburse SMC and the District for all incremental costs associated therewith, including reasonable attorneys' fees; provided, however, that this Section 61.1 shall not be construed as negating SMC's and the District's obligations to mitigate its respective damages.
- 61.2 Notwithstanding anything to the contrary herein, following expiration or termination of this Agreement, any Party may apply any amounts owed by it to another Party against any amounts that are currently due to it from such other Party, provided the Party applying this set off must have a good faith and reasonable basis for claiming the right to set off and the amount thereof.

62. Surrender and Removal of Items from the Stadium Premises; Concessionaire's Investment Buyback Obligations

- 62.1 Subject to the terms herein, upon the expiration or termination of this Agreement, Concessionaire shall peaceably deliver up and surrender the Stadium Premises to SMC and the District in good order and repair, subject to the provisions of Article 56, except for ordinary wear and tear. In the event this Agreement is terminated by any of the Parties at any time for any reason other than expiration in accordance with its terms (including, but not limited to, by the Concessionaire pursuant to the provisions of Section 58.2 or 60.1, or by the District and/or SMC pursuant to the provisions of Sections 59.1, 59.3, or 61.1 or subsection 7.2.1.1, or is terminated in accordance with the provisions of Article 65 (damage or destruction), Article 66 (condemnation) or Section 69.15 (unpermitted Transfer or attempted Transfer)), Concessionaire shall be entitled to receive a payment in an amount equal to the Unamortized Concessionaire Investment; provided further that in the event of a termination pursuant to Section 59.3, Concessionaire shall be entitled to receive a payment in the amount of the Early Termination Fee (inclusive of the Unamortized Concessionaire Investment). The Terminating Party (either SMC or the District) shall be required to pay this amount, if there is a Terminating Party in such termination, and in all other cases SMC and the District shall be jointly obligated to pay this amount. Such payment will be made in a lump sum within thirty (30) days of the termination. The obligation of SMC and/or the District to pay the Unamortized Concessionaire Investment (or Early Termination Fee, if applicable) shall survive the expiration or termination of this Agreement. In the event that Concessionaire does not receive the Unamortized Concessionaire Investment (or Early Termination Fee, if applicable) from SMC and/or the District as provided herein (if applicable), Concessionaire may, at its option, exercise the following remedies: (a) exercise the set off rights described in Section 61.2; and/or (b) institute proceedings against SMC and/or the District for all amounts owing.
- 62.2 Upon the expiration or termination of this Agreement, SMC and the District may in their discretion require Concessionaire to remove any and all of the Concessionaire's personal property and related items, constructed or placed on the Stadium Premises by Concessionaire or Concessionaire Parties, title to which has not vested in SMC and the District, whether permanently affixed to the Stadium Premises or not, and to restore the Stadium Premises and leave them and the Equipment in as good condition as at the commencement of this Agreement, ordinary wear and tear excepted. Concessionaire shall remove all waste, stocks and material, supplies, tools, and similar items belonging to Concessionaire and Concessionaire Parties. Except as otherwise expressly provided by this Agreement, the cost of any and all such removals and restorations, and all other expenses of Concessionaire and the Concessionaire Parties related to exiting the Stadium and ceasing the Obligations, shall be borne by Concessionaire. Concessionaire, SMC and the District shall jointly conduct a closing inventory, and, except for Equipment

which has been retired at the end of its useful life, Concessionaire shall replace any Equipment which has been lost, damaged or destroyed by Concessionaire, ordinary wear and tear excepted. Subject to the immediately following sentence, upon the expiration or termination of this Agreement, and provided Concessionaire has received payment in full of the payment for the Unamortized Concessionaire Investment (or Early Termination Fee, if applicable), Concessionaire shall turn over possession and ownership of all of Concessionaire's Inventory to SMC, or a third party they designate. SMC and the District, or a third party they designate, shall pay to Concessionaire an amount equal to all actual costs incurred by Concessionaire for Concessionaire's Inventory as set forth on Concessionaire's balance sheet (i.e. not yet applied as a Direct Operating Cost for purposes of calculating Net Profits as set forth herein).

- 62.3 Concessionaire shall not remove or permit the removal from the Stadium of any piece of Equipment, furnishings or other items belonging to SMC or the District including any of the Equipment without the prior written consent of SMC and the District, which consent may be withheld in their sole and absolute discretion.

63. Community Involvement

- 63.1 SMC, the District and PDB shall have the right to designate charitable organizations which may be appropriate for receiving excess Food and Beverages following Home Games, Field Events or Non-Field Events, at the conclusion of an NFL Season or at other appropriate times, provided that such organizations provide Concessionaire indemnification and insurance acceptable to Concessionaire.

63.1.1 In addition, Concessionaire agrees to reasonably cooperate with charitable or other civic-minded programs that SMC, the District or PDB may endorse or sponsor, provided that Concessionaire is given advance notice and an opportunity to comment on such programs. Concessionaire agrees to take an active role in activities and projects of SMC, the District, and PDB for organizations that assist those in need, youth at risk, and local charities, as requested by SMC, the District, and/or PDB.

- 63.2 Concessionaire shall continually initiate methods to promote opportunities among non-profit charitable organizations ("Charities") to provide persons to render services at the Stadium Premises without pay ("Volunteers") in exchange for a donation or payment to such Charities. Concessionaire shall have the right to require such Charities and the Volunteers to meet reasonable requirements, including, without limitation, (i) adequate general liability insurance and applicable workers' compensation insurance; (ii) minimum age requirements for the Volunteers; and (iii) other requirements and standards applicable to the Stadium Employees under this Agreement relating to standards of appearance and conduct of the Volunteers. Concessionaire may require Volunteers to execute agreements in which they expressly consent to the requirements imposed upon them by

Concessionaire and/or a release of Concessionaire's liability, in each case in form and substance acceptable to Concessionaire. All Volunteers must participate in the orientation training program in accordance with Section 34.3, and comply with all other terms for the services the same as the Stadium Employees. All Volunteers shall comply with all applicable health and safety Laws. Concessionaire will not be responsible to the Charities or the Volunteers for event cancellations. In no event will any Volunteer be regarded as an employee of Concessionaire.

64. Representations and Warranties

64.1 The District hereby represents, warrants and covenants as follows:

64.1.1 The District is a body corporate and politic and a political subdivision of the State of Colorado established by the Metropolitan Stadium District Act, as amended (Colorado Revised Statutes Annotated § 32-15-101 et. seq.).

64.1.2 The District has full power and authority to enter into this Agreement; the execution, delivery and performance of this Agreement by the District have been duly authorized by all necessary actions on the part of the District, and this Agreement constitutes a valid, binding and enforceable obligation of the District, except as such enforceability may be affected by the application of the rights of creditors generally and applicable principles of equity.

64.1.3 The District's execution, delivery and performance of this Agreement will not conflict with, contravene, violate or result in a material breach of any order or agreement to which the District is bound.

64.1.4 No consent of or notice to any other Person or Governmental Authority is required in connection with the District's execution, delivery or performance of this Agreement other than the consents obtained by the District.

64.2 SMC hereby represents, warrants and covenants as follows:

64.2.1 SMC is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Colorado.

64.2.2 SMC has full power and authority to enter into this Agreement; the execution, delivery and performance of this Agreement by SMC have been duly authorized by all necessary actions on the part of SMC, and this Agreement constitutes a valid, binding and enforceable obligation of SMC, except as such enforceability may be affected by the application of the rights of creditors generally and applicable principles of equity.

- 64.2.3 SMC's execution, delivery and performance of this Agreement will not conflict with, contravene, violate or result in a material breach of any order or agreement to which SMC is bound.
- 64.2.4 No consent of or notice to any other Person or Governmental Authority is required in connection with SMC's execution, delivery and performance of this Agreement other than the consents obtained by SMC.
- 64.3 Concessionaire hereby represents, warrants and covenants as follows:
- 64.3.1 Concessionaire is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware, and is duly qualified to do business and in good standing under the laws of the State of Colorado.
- 64.3.2 Concessionaire has the full power and authority to enter into this Agreement; the execution, delivery and performance of this Agreement by Concessionaire have been duly authorized by all necessary actions on the part of Concessionaire, and this Agreement constitutes a valid, binding and enforceable obligation of Concessionaire, except as such enforceability may be affected by the application of the rights of creditors generally and applicable principles of equity.
- 64.3.3 Concessionaire's execution, delivery and performance of this Agreement will not conflict with, contravene, violate or result in a material breach of any order or agreement to which Concessionaire is bound.
- 64.3.4 No consent of or notice to any other Person or Governmental Authority is required in connection with Concessionaire's execution, delivery and performance of this Agreement other than the consents obtained by Concessionaire.
- 64.3.5 Except as may be set forth on **Schedule IV**, there is no litigation, action, suit, investigation or proceeding by or before any Governmental Authority or arbitrator pending or, to its best knowledge, threatened against or affecting or involving Concessionaire which could individually or, in the aggregate, reasonably be expected to have a material adverse effect upon the Concessionaire's ability to perform its Obligations.
- 64.3.6 The financial information of the Concessionaire included in its Form 10-K for 2017, previously delivered to SMC and the District is true and correct, prepared in accordance with GAAP consistently applied and fairly presents, in all material respects, its financial condition and its results of operations as of the date thereof and Concessionaire's financial condition has not materially and adversely changed since the date of such financial statement.

64.3.7 To its actual knowledge, Concessionaire is not delinquent in (i) the filing of any statements or returns concerning sales or personal property taxes with the District Counties or the State, and (ii) the payment of franchise, sales, use, excise, personal property or real property taxes with the District Counties or the State.

65. Damage or Destruction

65.1 If any of the Parties hereto becomes aware of any damage by fire or other casualty to the Stadium Premises or any part thereof, such Party shall give prompt notice thereof to all other Parties.

65.2 If at any time during the Term of this Agreement, the Concession Areas or any part thereof or any part of the Stadium which materially affects Concessionaire's ability to perform the Obligations shall be damaged or destroyed by fire or other cause of loss of any kind or nature, ordinary or extraordinary, foreseen or unforeseen, SMC and the District shall determine in good faith and notify the Concessionaire in writing within ninety (90) days after the occurrence of such damage, destruction or loss, whether or not the Concession Areas or the Stadium (as applicable) may be restored or repaired within a period of two hundred forty (240) days from the date of the damage and whether SMC and the District reasonably anticipate having adequate funds available for such restoration and repair.

65.2.1 If SMC and the District determine in good faith that the Concession Areas or the Stadium (as applicable) may not be restored or repaired within a period of two hundred forty (240) days from the date of the damage or if SMC and the District do not have adequate funds available for such restoration or repair then any Party may terminate this Agreement by giving notice to the other Parties within thirty (30) days after all Parties have received notice of such determination. If such option to terminate is exercised by SMC, the District or Concessionaire, this Agreement shall terminate as of the date of such damage or destruction.

65.2.2 If SMC and the District determine in good faith that the Concession Areas or the Stadium (as applicable) may be restored or repaired within a period of two hundred forty (240) days from the date of the damage and that SMC and the District have adequate funds available, SMC and the District shall diligently restore the Concession Areas or the Stadium (as applicable) to the condition described on **Schedule II**, and Concessionaire shall replace any damaged Equipment.

65.3 In the event that the Stadium is so severely damaged by fire or other casualty (although the Concession Areas may not be affected) that SMC and the District shall determine in good faith not to rebuild or reconstruct the Stadium, then this Agreement shall terminate on the date specified by SMC and the District in a notice

given to Concessionaire not later than ninety (90) days after the date of such casualty.

- 65.4 In the event SMC, the District or Concessionaire elects to terminate this Agreement pursuant to the provisions of this Article 65, SMC and the District shall pay to the Concessionaire an amount equal to the Unamortized Concessionaire Investment in accordance with the provisions of Section 62.1. The Parties agree to reasonably cooperate with each other in the filing and processing of any insurance claims pertaining to damage to the Stadium, Improvements or Equipment by fire or other casualty. The provisions of this Section 65.4 shall survive the termination of this Agreement.

66. Condemnation

- 66.1 In the event that the whole of the Concession Areas shall be lawfully condemned or taken for a public or quasi-public use, this Agreement shall terminate as of the date that possession is to be surrendered to the condemnor or taking authority. In the event that there shall be a lawful condemnation or taking for any public or quasi-public use of more than twenty-five percent (25%) of the Concession Areas or more than twenty-five percent (25%) of the seating areas in the Stadium Bowl and Club Seats, then, at the option of SMC and the District or Concessionaire, exercisable by notice given to the other Parties not later than ninety (90) days after the date upon which the Parties receive notice of the taking or condemnation, this Agreement shall terminate as of the date that possession of the condemned portion of the Concession Areas or the Stadium is required to be surrendered to the condemnor or taking authority. In the event of any such taking or condemnation of all or any part of the Concession Areas or all or any part of the Stadium or the Real Property, Concessionaire shall have no claim against SMC or the District and shall not have any claim or right to any portion of the amount that may be awarded as damages or paid as a result of such taking or condemnation. Concessionaire shall have no claim against SMC or the District or, to the extent such claim would diminish any claim of SMC or the District, the condemnor, for the value of the unexpired Term of this Agreement. In the event of any such partial taking or condemnation of the Concession Areas, if this Agreement is not terminated as permitted above, the Commissions, F&NAB Net Profit Payments, Bonus Compensation, and any other sums payable by Concessionaire hereunder shall not be reduced.

- 66.2 In the event SMC and the District or Concessionaire elects to terminate this Agreement pursuant to the provisions of Section 66.1, SMC and the District shall pay to the Concessionaire an amount equal to the Unamortized Concessionaire Investment in accordance with the terms of Section 62.1 herein. 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 SMC or the District and

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 of 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. License of Executive Suite

68.1 Beginning with the 2019 NFL Season and during the remainder of the Term, Concessionaire will license a mutually agreed-upon Executive Suite at the Stadium, at an annual license fee in the initial amount of \$150,000.00 per year, which shall increase by three percent (3%) for each subsequent Contract Year during the Term. The license fee for the first Contract Year must be paid by Concessionaire to SMC within sixty (60) days of the Effective Date, and the license fee for later years must be paid within thirty (30) days of the start of each Contract Year. Concessionaire will sign the standard form of license agreement then in use by SMC for the Executive Suite. The lease payments will be the sole responsibility of Concessionaire, and those expenses (along with any other expenses related to the suite) will not be deemed Direct Operating Expenses or part of Concessionaire's Investment. Concessionaire may provide the Food and Beverage products desired for the suite, provided that it must acquire Alcoholic Beverages from the Premium Concessionaire.

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; Replacement of Interim Concession 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 Concessionaire's response and 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 SMC or the District to make any representations, understandings, stipulations, agreements or promises, oral or written, with respect to the matters addressed in this Agreement. This Agreement surpasses, supersedes, and replaces the Interim Concession Agreement. It is expressly agreed that SMC shall have no obligation to pay or reimburse Concessionaire for the Transition Costs or Start-Up Capital Termination Payment as defined in the Interim Concession Agreement, such

amounts being subsumed and administered pursuant to the terms of this Agreement. For purposes of clarity, all costs and expenses incurred by Concessionaire pursuant to the Interim Concession Agreement shall be deemed Direct Operating Costs hereunder except the items set forth on **Schedule III** totaling \$6,163,353.08 through September 6, 2019 which items shall be deemed Equipment and/or Improvements, as applicable, as part of Concessionaire's Investment.

- 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 PDB Third Party Beneficiary Rights; No Other Third Party Beneficiaries. Concessionaire acknowledges and agrees that PDB is a third party beneficiary of this Agreement and may enforce any provision thereof against Concessionaire to the same extent as SMC and to the extent that such provision grants any additional rights to PDB specifically. Otherwise, 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 Concessionaire, SMC, and the District, 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 Concessionaire, SMC, and the District that any Person other than Concessionaire, SMC, the District or PDB receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- 69.5 No Guarantees. None of SMC, the District nor PDB, has promised or guaranteed to the Concessionaire any level of Attendance at Events.
- 69.6 Intentionally Omitted.
- 69.7 No Liens or Encumbrances. Concessionaire will hold SMC, the District and PDB harmless from actions by Concessionaire's or any Concessionaire Parties' suppliers and will permit no liens whatsoever to be placed against the Stadium, the Real Property or any property of SMC, the District, or PDB as a result of the failure of Concessionaire or any Concessionaire Party to make all payments required of them. 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 SMC, the District or PDB free from any liens arising out of any work performed, material furnished or obligations incurred by or through 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 SMC or the District by a supplier of Concessionaire or any Concessionaire Party, or as a result of some action by Concessionaire or any Concessionaire Party, then Concessionaire shall cause such lien to be discharged within five (5) Business Days after notice from SMC or the District. If Concessionaire fails to discharge any such lien, then SMC and the District 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 Concessionaire's Event of Default under the terms of this Agreement. Should SMC or the District elect to pay or discharge any such lien or claim of lien, then Concessionaire shall pay to SMC or the District all of the District's or SMC's expenses incurred, including reasonable attorneys' fees. In addition, SMC or the District may, at their option and with 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 SMC and the District from 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
1701 Bryant St, Suite 500
Denver, Colorado 80204
Attn: Matt Sugar

If given to SMC, Notices shall be addressed to:

Stadium Management Company, LLC
1701 Bryant St, Suite 700
Denver, Colorado 80204
Attn: Jay Roberts

with a copy to:

Stadium Management Company, LLC
13655 Broncos Parkway
Englewood, Colorado 80112
Attn: Richard P. Slivka, Esq.

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

Aramark Sports and Entertainment Services, LLC
2400 Market Street
Philadelphia, PA 19103
Attn: President, Sports and Entertainment

with a copy to:

Aramark Sports and Entertainment Services, LLC
2400 Market Street
Philadelphia, PA 19103
Attn: Associate General Counsel, Sports and Entertainment

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 Concessionaire, SMC, and the District 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 American Arbitration Association then in effect except as modified in this Section 69.10. Notwithstanding the foregoing, any Dispute where SMC or the District seeks payment of any Commissions, F&NAB Net Profit Payments, Bonus Compensation, or any other payments, or where Concessionaire seeks payment of any Unamortized Concessionaire Investment or other sums due to Concessionaire hereunder, 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), and such Disputes may instead be brought in a state or federal court of competent jurisdiction in the City and County of Denver, Colorado.

- 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 JAG with a copy to all other Parties subject to the dispute. The arbitration shall be held before one (1) arbitrator. The Party requesting the arbitration will request JAG to submit a list of five (5) potential arbitrators from which the choice will be made. Each potential arbitrator supplied by JAG must be a former judge with at least ten (10) years of experience as an attorney and/or judge and shall have experience as an arbitrator. The Parties shall first attempt to agree on the arbitrator from the list provided by JAG. In the event that the Parties are not able to agree upon the arbitrator within five (5) Business Days of the date that the names are provided by JAG, then the arbitrator will be selected by the Parties striking names from that list. The Party requesting the arbitration will strike one (1) potential arbitrator first, followed by alternative striking until one name remains. Each Party shall notify the other Party and JAG of its strike decision, which notice may be given via e-mail or otherwise in writing. The first Party striking will have two (2) Business Days from the expiration of the time for the Parties to agree upon the arbitrator in which to provide notice of the first arbitrator it chooses to strike. Thereafter, each Party shall have two (2) Business Days from receiving the other Party's notice of a striking (or the expiration of the other Party's time to strike) to provide notice of its own striking. If any Party fails to comply with these deadlines, then the right to strike the next arbitrator shall pass to the other Party. A similar procedure will be followed if there are more than two parties to the Dispute.
- 69.10.4 Once the arbitrator is selected, an arbitration hearing shall be commenced as soon as practicable. Such arbitration shall be held in accordance with the Commercial Arbitration Rules of the American Arbitration Association, unless otherwise provided herein.
- 69.10.5 Unless the Parties otherwise agree, discovery shall be limited to no more than four (4) depositions per Party and an informal exchange of documents related to the subject matter of the arbitration, as the arbitrator may direct. Any depositions in excess of this number may be scheduled only with the permission of the arbitrator and for good cause shown.
- 69.10.6 In any arbitration conducted pursuant to this Agreement, the arbitrator shall express its decision in a writing delivered to each of the Parties, 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 arbitrator shall render a written decision

on and deliver the decision to the Parties within fifteen (15) days after the close of the hearing.

69.10.7 The arbitrator shall award to the prevailing Party, if any, as determined by the arbitrator, all of its costs and fees. "Costs and fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees.

69.10.8 Any Party to an arbitration conducted hereunder may seek reconsideration of all or any part of the original decision of the arbitrator by filing a written request with the arbitrator and serving the same on all the other Parties to the arbitration within ten (10) days after the date of delivery of the arbitrator's 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 arbitrator shall consider any such request either based solely on the documents filed or after a hearing, as it may determine in its sole discretion. The arbitrator 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 arbitrator in any arbitration conducted hereunder, except on those grounds set forth in the Federal Arbitration Act or where the arbitrator has failed to follow the applicable law. The decision shall be final and binding on the Parties, and judgment upon any decision rendered by the arbitrator 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 CONCESSIONAIRE, THE DISTRICT, AND SMC 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 SMC or the District 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”). This provision will be self-operative, and no further instrument or subordination will be required in order to effect it. Nevertheless, Concessionaire will execute, acknowledge and deliver to SMC and the District at any time, or from time to time, upon demand by SMC or the District, such documents as may be reasonably requested by SMC or the District, to confirm or effect this subordination, subject to a grant of non-disturbance of Concessionaire by SMC’s and/or the District’s lessor, sublessor, and/or mortgagor, as applicable, provided that Concessionaire is not in default in the performance of its obligations hereunder. If Concessionaire is obligated to and fails or refuses to execute, acknowledge and deliver any such document within ten (10) Business Days after written demand, Concessionaire shall be in default under this Agreement. SMC and the District agree not to disturb Concessionaire’s rights under this Agreement provided that Concessionaire is not in default in the performance of its obligations hereunder.

- 69.13 Estoppel Certificates. Concessionaire shall, without charge, at any time and from time to time within fifteen (15) days of receipt of written request therefor from SMC or the District, 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 Concessionaire has accepted a license to the Concession Areas and is currently operating the Stadium Concessions; (iii) whether or not Concessionaire has knowledge of any then uncured default by SMC or the District under this Agreement (and if Concessionaire has such knowledge, specifying the same in detail), (iv) the address of Concessionaire to which notices should be sent, and (v) any other factual information reasonably requested by SMC or the District (with respect to this clause (v), to be provided by Concessionaire subject to its actual knowledge as of the date of such estoppel).
- 69.14 Relationships. All Parties to this Agreement understand and agree that Concessionaire is an independent contractor and not an agent, servant, employee, joint venturer or partner of SMC or the District, 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 Concessionaire, SMC, and the District.
- 69.15 Concessionaire Assignment and Transfer Restrictions. Without the prior written consent of SMC and the District which may be withheld in their sole and absolute discretion, Concessionaire shall not, either voluntarily or by operation of law, assign, encumber, sublicense, pledge, hypothecate or otherwise transfer any interest in this Agreement, or any part thereof (any such assignment, encumbrance, sublicense, pledge, hypothecation, or transfer is hereinafter referred to as a “Transfer”). For purposes of this Agreement, the term “Transfer” shall also include (a) if Concessionaire is a partnership, the withdrawal or change, voluntary,

involuntary or by operation of law, of a majority of the partners, or a transfer of a majority of partnership interests, within a twelve (12) month period, or the dissolution of the partnership, and (b) if Concessionaire is a closely held corporation (i.e. whose stock is not publicly held and not traded through an exchange or over the counter) or a limited liability company, the dissolution, merger, consolidation, division, liquidation or other reorganization of Concessionaire, or within a twelve month period: (y) the sale or other transfer of more than an aggregate of fifty percent (50%) of the voting securities or membership interests of Concessionaire (other than to an Immediate Family Member by reason of gift or death) or (z) the sale of more than an aggregate of fifty percent (50%) of Concessionaire's net assets. Notwithstanding the foregoing provisions of this Section 69.15 to the contrary, Concessionaire shall be permitted to transfer all, but not less than all, of its interest in this Agreement to an Affiliate provided all of the following are delivered to SMC and the District: [A] the name, address and phone number of the Affiliate proposed to receive the transfer of Concessionaire's interest in this Agreement (the "Permitted Successor Concessionaire"); [B] financial information with respect to the Permitted Successor Concessionaire as SMC and the District shall reasonably require; and [C] four (4) originally signed copies of the document evidencing the transfer of Concessionaire's interest in this Agreement to the Permitted Successor Concessionaire on a form approved by SMC and the District. Notwithstanding any transfer of Concessionaire's interest in this Agreement to a Permitted Successor Concessionaire, Concessionaire shall remain fully and primarily liable for the payment of the Commissions, F&NAB Net Profit Payments, or Bonus Compensation, 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 Concessionaire in contravention of the provisions of this Section 69.15 and any transfer or attempted transfer of Concessionaire's interest in this Agreement to a Permitted Successor 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 shall constitute a material breach of this Agreement by Concessionaire. In the event that SMC and/or the District elect to terminate this Agreement for a material breach of the provisions of this Section 69.15, neither the District nor SMC shall be obligated to pay any Early Termination Fee but the Terminating Party shall be obligated to pay the Unamortized Concessionaire 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, F&NAB Net Profit Payments, Bonus Compensation, and other amounts receivable by SMC hereunder to the Bank, the Lenders or any other bank, lending or financing institution, to secure any indebtedness of SMC. If SMC notifies Concessionaire of any such assignment to the Bank or the Lenders, then Concessionaire shall, if and when requested by the Bank in writing, pay all Commissions, F&NAB Net Profit Payments, Bonus Compensation, and other amounts payable by Concessionaire to SMC hereunder directly to the Bank.

69.17 District/SMC Transfer of Interest. SMC shall have the right, upon notice to 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 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 Lenders or the Bank) 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, provided SMC's successor-in-interest shall assume in full all such obligations of SMC under this Agreement.

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 Force Majeure. If Concessionaire, the District, or SMC 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, 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 Concessionaire, the District, or SMC, 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.
- 69.22 Continuing Obligation to Provide Services. Notwithstanding Section 69.21, in the event of a strike, lockout or other labor dispute involving employees of Concessionaire, Concessionaire shall use all reasonable efforts to continue to provide all of the services required by this Agreement. In the event that 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 69.21, SMC and the District may provide such service or portion thereof, in such manner as each may deem proper and to the extent necessary to provide such services. In the event SMC and the District provide such service or portion thereof, SMC and the District shall be permitted to retain all revenue generated from such service or portion thereof and to use therefor any of the Concessionaire's Inventory which are available provided that SMC and the District, as may be applicable, shall reimburse Concessionaire for Concessionaire's Inventory actually used at the actual cost thereof to Concessionaire.
- 69.23 Deliveries. Concessionaire shall monitor the movement of products in and out of the Stadium to avoid conflicts with and disruption of Home Games, Field Events and Non-Field Events. Concessionaire shall cover or otherwise protect all Food, Beverages and Food handling equipment being moved through public areas of the Stadium.
- 69.24 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 69.24 shall be construed to override or conflict with any grace or cure periods provided in this Agreement.
- 69.25 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.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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.

SMC:

STADIUM MANAGEMENT COMPANY, LLC, a
Colorado limited liability company

By: _____
Name: _____
Title: _____

DISTRICT:

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

By: _____
Name: _____
Title: _____

CONCESSIONAIRE:

ARAMARK SPORTS AND ENTERTAINMENT
SERVICES, LLC, a Delaware limited liability
company

By: _____
Name: _____
Title: _____

SCHEDULE I

(Schedule of Defined Terms)

“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.

“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 Amended and Restated General Concession Management and License Agreement.

“Alcohol Awareness Training” shall mean program(s) approved by the Colorado Department of Revenue Liquor Enforcement Division which provides bartenders, servers and other staff with techniques that help prevent alcohol abuse situations, drunk driving and underage consumption of Alcoholic Beverages, such as Techniques in Effective Alcohol Management (TEAM) or Training for Intervention Procedures (TIPS). 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, Concessionaire, Concessionaire Parties, SMC, the District 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 31.1.

“Amortization Period” shall have the meaning set forth in Section 30.1.

“Annual Marketing Fund Contribution” shall have the meaning set forth in Section 23.8.

“Approved Budget” shall have the meaning set forth in Section 26.10.1.

“Approved Depreciation” for any period shall mean the reduction applied in the Unamortized Concessionaire Investment for all items during that period based on the Amortization Periods attributed to those items.

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

“Attendance” shall mean the total number of Patrons in the Stadium Bowl and Club Seats and twenty percent (20%) of the total number of Patrons in the Executive Suites as measured by turnstile count, physical count of ticket stubs, bar code reading, weighing of tickets or other reliable means employed by SMC or its designee to count the actual in-Stadium number of Patrons.

“Bank” shall mean U.S. Bank National Association, acting in its capacity as agent and Collateral Agent for the Lenders, and any successor agent appointed in accordance with the Credit Agreement.

“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 V** hereto as the same may be amended and supplemented; it being understood and agreed that the same shall be applied without duplication of any requirements of any separate agreement between SMC and Concessionaire or its Affiliate pertaining to cleaning and other facilities services related to the Stadium.

“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.

“Bonus Compensation” shall have the meaning set forth in Section 26.3.

“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.

“Brew Pubs” shall mean brew pubs that may be open to the general public on Non-Event Days irrespective of the purchase of an admission to the Stadium or that may be open to Patrons on Event days by virtue of the purchase of an admission to the Stadium.

“Broncos Marks” shall mean any logo, trademark, trade name, emblems, insignia, symbol or likeness of the Denver Broncos.

“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.

“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.

“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.

“Centerplate” shall mean SERVICE AMERICA CORPORATION d/b/a CENTERPLATE, a Delaware corporation.

“Champions Club” shall mean that area of the Stadium which is generally depicted as the “Q.B. Club” on **Schedule II** as the same may be changed or modified.

“Charities” shall have the meaning set forth in Section 63.2.

“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 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 premium club seats at the Stadium that are generally designated as such in promotional, marketing or other documents or publications, currently in sections 300 to 315 and 331 to 346 of the Stadium.

“Collateral Agent” shall have the meaning set forth in the Credit Agreement.

“Commissions” shall mean the commissions payable to SMC or the District pursuant to the terms of Sections 26.1 and 26.7.

“Complimentary Samples” shall have the meaning set forth in Section 22.1.

“Concession Areas” shall mean areas within the Stadium for the management, administration, storage, preparation and sale of Concessions by Concessionaire as designated from time to time by SMC and the District pursuant to the provisions of Section 4.1 and each such area is defined as a “Concession Area.” Concession Areas shall include those areas delineated on **Schedule II** hereof, as the same may be changed or modified pursuant to the provisions of Section 4.1.

“Concession Areas Alteration” shall have the meaning set forth in Section 4.1.

“Concession Areas and Equipment Repairs and Replacements” shall have the meaning set forth in Section 56.1.

“Concession Areas and Equipment Repairs and Replacement Reserve Fund” shall have the meaning set forth in Section 56.1.

“Concessionaire” shall have the meaning set forth in the introduction to this Agreement.

“Concessionaire Gross Receipts” shall mean Gross Receipts excluding Net Subconcessionaire Sales.

“Concessionaire Parties” shall mean the Concessionaire and any of its officers, directors, employees, agents, Subconcessionaires, subcontractors, and sublicensees and any of their respective officers, directors, members, managers, employees or agents.

“Concessionaire Trash Receptacles” shall have the meaning set forth in Section 41.3.4.

“Concessionaire’s Event of Default” shall have the meaning set forth in Section 58.1.

“Concessionaire’s Inventory” shall mean Concessionaire’s inventory of Food and Beverages available from time to time at the Stadium Premises for the operation of Stadium Concessions.

“Concessionaire’s Investment” shall mean the total amount spent by Concessionaire for (i) Pre-Opening Expenses, (ii) the Improvement Investment, (iii) the Equipment Investment (including the Technology Capital Funding, but not including the costs of Concessionaire’s Inventory) and (iv) any other sums expressly set forth in this Agreement, or otherwise mutually agreed by the Parties in writing, to be deemed part of Concessionaire’s Investment.

“Concessions” shall mean the preparation, marketing and sale of Food and Beverages.

“Confidential Information” shall have the meaning set forth in Section 69.25.

“Contract Year” shall mean that period from April 1st to March 31st; provided, however, that the first Contract Year under this Agreement shall mean that period from February 22, 2019 to March 31, 2020.

“Counties Gateway Plaza” shall mean that area of the Stadium which is generally depicted on **Schedule II** as the same may be changed or modified.

“Credit Agreement” shall mean that Credit Agreement dated as of October 18, 2013 between SMC and Lender concerning a \$112,195,863.70 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.

“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.

“Direct Operating Costs” shall mean and include (a) all costs and expenses incurred by Concessionaire directly attributable to the operation of the Foodservices or other services provided by Concessionaire hereunder, including, but not limited to, all costs of all products (subject to the Food Cost Credit (as described below)), supplies, equipment and services purchased and used, by Concessionaire in the performance of the Foodservices or other services provided by Concessionaire hereunder, and any other costs set forth in this Agreement as costs chargeable or reimbursable as to the operations hereunder, payroll and personnel costs of Concessionaire’s employees assigned to the Stadium (including relocation costs only if approved by SMC in advance, bonuses and gratuities), all funds contributed by Concessionaire to the Concession Areas and Equipment Repairs and Replacement Reserve Fund, the Annual Marketing Fund Contribution, permitting and licensing fees and costs, taxes (including state and local sales taxes), costs of required employee uniforms, costs of utilities (to the extent not the responsibility of SMC and/or the District pursuant to the terms of this Agreement), costs of installation of cash and product computerized control systems, costs of any repair and/or maintenance of equipment, costs of any Smallwares, cleaning costs, disposal of grease costs, vending operation costs (if applicable), extermination costs, costs of alcohol awareness training (TIPS or TEAM) for Stadium Employees and other Concessionaire Parties providing services at the Stadium pursuant this Agreement, costs of training of staff and management for Stadium Employees, costs of required annual health examinations of Stadium Employees, and the Commissions payable as part of this Agreement, and (b) charges established by Concessionaire, which are equitably and reasonably allocated to the operation of the Foodservices and/or other services provided by Concessionaire hereunder, including allocated insurance costs (including liquor liability insurance), fringe benefit and human resource services, and the development, implementation, operation and maintenance of Concessionaire’s information technology system (which may include, but not be limited to, hardware, owned and licensed software and systems support and training), to support certain services provided by Concessionaire to client locations Notwithstanding the foregoing, for purposes of determining direct product costs, any discounts, allowances, and rebates received by Concessionaire related to supplier contracts or volume purchases, and/or any cash discounts received by Concessionaire in connection with the same, shall not be credited to such direct product costs nor applied in reduction of the cost of products, and shall instead be retained by Concessionaire; provided that Concessionaire shall provide a credit (the “Food Cost Credit”) to Direct Operating Costs (reducing the same for purposes of F&NAB Net Profits and Net Losses calculations herein) on each Monthly Accounting Period operating statement in an amount equal to seven percent (7%) (annually) of the corresponding invoice cost of FCC Eligible Products (as defined below). As used herein, “FCC Eligible Products” shall mean food and non-alcoholic beverage products purchased by Concessionaire for performance of the Foodservices at the Stadium (a) through Concessionaire’s broad-line distributor purchasing program and (b) for which Concessionaire receives volume discounts, rebates or allowances from its distributors on such product purchases. FCC Eligible Products shall in no event include any products purchased at the direction of SMC or the District, such as pursuant to a sponsorship or other branded product agreement, to the extent outside of Concessionaire’s designated broad-line distributor purchasing program. For informational purposes, the Parties acknowledge and agree that the fixed percentage rate provided herein for the Food Cost Credit was determined in recognition of the totality of the financial arrangements negotiated among the Parties as set forth in this Agreement, including, at least in part, anticipated variability in volume and costs of food products required to perform the Foodservices due to, among other factors, event schedules, ability to use Concessionaire’s broad-line distribution program and/or accommodation of sponsorships and other branded product

requirements as contemplated in this Agreement (including, without limitation, Section 16 herein). Direct Operating Costs shall exclude (i) expenses incurred in connection with this Agreement solely as a direct result of Concessionaire's gross negligence or willful misconduct; and (ii) any other amounts which this Agreement expressly provides are not to be deemed Direct Operating Costs.

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

"District Event" shall mean a Field Event or Non-Field Event sponsored or hosted by the District.

"District Liaison" shall have the meaning set forth in Section 8.1.

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

"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.

"Edge Sports" shall mean EDGE SPORTS & ENTERTAINMENT, INC., a Colorado corporation.

"Edge Sports Parties" shall mean Edge Sports, its partners and their respective officers, directors, shareholders, trustees and beneficiaries and its employees and agents.

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

"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 28.2.

“Equipment Investment” shall mean the total amount of costs and expenses incurred by Concessionaire in the purchase and installation of the Equipment that have been approved by SMC and the District.

“Event” shall mean any event conducted, in whole or in part, at the Stadium or on the Real Property (including any Home Game, Field Event, or Non-Field Event) whether sponsored or hosted by SMC, the District or some other third party. “Event” also includes any Catered Event, unless otherwise indicated.

“Event Host” shall mean SMC or the District, whichever is hosting or promoting the Event at the Stadium or on the Real Property. SMC shall be deemed to be the Event Host with respect to Non-Host Events for all purposes under this Agreement.

“Event Participants” shall mean the actual participants in an Event (e.g., for Home Games, Event Participants would be the NFL team members, coaches, trainers, officials and other similar employees).

“Event Summary Report” shall mean a report in electronic format in form and content specified or approved by SMC which will reflect the Gross Receipts attributable to each Event, customer pricing, guarantees, sales by location, total inventory sales, total register sales, cash overages and shortages, and other information requested by SMC. Concessionaire agrees to deliver a proposed format for the Event Summary Report and SMC on or before April 10, 2019.

“Exclusions” shall have the meaning set forth in Section 10.1.

“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 (levels two and four of the Stadium as of the Effective Date).

“Existing CL & CC Arrangements” shall have the meaning set forth in Section 10.1.

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

“F&NAB Direct Operating Costs” shall mean those Direct Operating Costs incurred in connection with the operation of the Foodservices hereunder other than with respect to the sale of Alcoholic Beverages.

“F&NAB Gross Receipts” shall mean the Gross Receipts other than those obtained from the sale of Alcoholic Beverages.

“F&NAB Net Losses” shall mean the positive amount, if any, of the F&NAB Direct Operating Costs less F&NAB Gross Receipts.

“F&NAB Net Profit Payment” shall have the meaning set forth in Section 26.2.

“F&NAB Net Profits” shall mean the positive amount, if any, of the F&NAB Gross Receipts less F&NAB Direct Operating Costs.

“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.

“Foodservices” shall mean all food and beverage sales and operations at the Stadium and Real Property, of any type of Food or Beverage, to be provided by Concessionaire hereunder, including Concessions and Catering.

“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 Effective Date, as well as any such franchise in existence as of the Effective Date.

“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.

“General Manager” shall have the meaning set forth in Section 8.3.

“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, administrative, service and equipment rental charges and any other similar charges received or charged by the Concessionaire, any agent, any employee or any Subconcessionaire for all sales, cash or credit (whether collected

or not), in performance of the Foodservices hereunder, excluding (i) applicable sales taxes and rents, (ii) credit/debit/gift card transaction fees and charges, (iii) receipts retained by Subconcessionaires, or payments made by Concessionaire to Subconcessionaires, including commissions and reconciliation of any other costs incurred between Concessionaire and the Subconcessionaire (i.e., out of the Subconcessionaire Gross Receipts, only amounts that are Net Subconcessionaire Sales are included in Gross Receipts), (iv) tips and gratuities, which are disbursed to employees, (v) reasonable shortages or shrinkage not to exceed seventy-five one hundredths of one percent (.75% or .0075) of Gross Receipts per Contract Year, (vi) royalties or franchise fees paid by Concessionaire in connection with Branded Products or franchises at the Stadium (without duplication of any payments in clause (iii) above), and (vii) discounted sales (including those set forth Section 11.2 herein)). Gross Receipts shall also not include (a) receipts from the portion of the sale of Food and Beverages relinquished by Concessionaire at any Special Stadium Events, (b) receipts from any Non-Stadium Events, and (c) any revenues expressly excluded from Gross Receipts under the provisions of this Agreement. Bad debts (unless as a result of credit extended by SMC and/or the District) and cash shortages (except as set forth in clause (v) above) for the Concession Services shall not be deducted from Gross Receipts.

“HACCP” shall mean Hazard Analysis and Critical Control Point, the food safety program 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 any 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.

“Home Games Gross Receipts” shall mean Concessionaire Gross Receipts arising from Home Games.

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

“Improvement Investment” shall mean the total amount of costs and expenses incurred by Concessionaire in the purchase and installation of Improvements that have been approved by SMC and the District.

“Improvements” shall mean means any alterations, modifications, additions, or other construction, development, or improvement of any part of the Concessions Areas, Stadium, or Real Property.

“Indemnitee” shall have the meaning set forth in Section 54.3.

“Interim Concession Agreement” shall mean that General Concession Management and License Agreement dated as of February 22, 2019 by and among SMC, the District, and Concessionaire, as it may be amended, including pursuant to that First Amendment to General Concession Management and License Agreement dated March 19, 2019.

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

“IPTV Equipment” means the electronic menu boards at the Stadium related to any Foodservices, which constitute part of the Equipment.

“JAG” shall mean the Judicial Arbiter Group.

“Late Fee” shall have the meaning set forth in Section 26.8.

“Law” means 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 (including fire, building, health and sanitation codes and regulations). This include Environmental Laws.

“Lease” shall mean the Lease and Management Agreement, dated as of September 3, 1998, by and between the District, PDB, and SMC, assigned in substantial part by PDB to SMC pursuant to the Assignment and Assumption of Management Agreement, effective as of September 3, 1998, by and between PDB and SMC, as it has been and will be amended, and any replacement lease by and between SMC and the District.

“Lease Capital Replacement Reserve Fund” shall mean the Capital Replacement Reserve Fund defined in the Lease.

“Lenders” shall have the meaning set forth in the Credit Agreement.

“Licensee” shall mean any third Person that contracts with SMC or the District to use, license, or lease the Stadium or any portion thereof for a specific Field Event or Non-Field Event, or for any other purpose. “Licensee” includes PDB.

“Licenses” shall mean all licenses (including Liquor Licenses and sales tax licenses), permits, approvals, consents or orders required from any Governmental Authority for the full and complete operation of Concessions at Events at the level and in the manner contemplated under this Agreement by Concessionaire. Each of the Licenses are referred to individually as a “License”.

“Liquor License” shall mean all licenses, permits, approvals, consents or orders required from any Governmental Authority for the Concessionaire’s lawful storage, sale and distribution and Patron’s consumption of Alcoholic Beverages at the locations of the Stadium and during the Events in order to satisfy the Obligations.

“Liquor or Cash Storage Areas” means those areas of the Concessions Areas which are used exclusively for the storage of Alcoholic Beverages or for the deposit of cash receipts.

“Loading Dock Areas” shall mean those areas of the Stadium which from time to time are designated by SMC and the District to provide loading dock access to the Stadium.

“Locker Rooms” shall mean those areas of the Stadium, as the same may be changed or modified, used by the Event Participants for dressing or preparation.

“Management Team” shall have the meaning set forth in Section 33.4.

“Merchandise” shall mean all items other than Food, Beverages or the packaging thereof which may be sold at the Stadium, including, but not limited to, NFL souvenirs, novelties, clothing, Publications and other similar items.

“Mile High Monument” means that area of the Stadium delineated on **Schedule II** as the Mile High Monument, as the same may be changed or modified.

“Monthly Accounting Period” shall mean each monthly period (or portion thereof) in accordance with Concessionaire’s accounting calendar, which is arranged on a four-week, four-week, five-week basis for each quarter, during the Term.

“Mortgage” shall have the meaning set forth in Section 69.12.

“M/W/DBE” shall have the meaning set forth in Section 11.4.

“Naming Rights Agreement” shall mean any naming rights agreement entered into by the District, pursuant to Colorado Revised Statutes Annotated § 32-15-106(3), pertaining to the name of the Stadium.

“Net Losses” means the positive amount, if any, of Direct Operating Costs and Approved Depreciation (in the aggregate) *less* Gross Receipts for the applicable period.

“Net Profits” means the positive amount, if any, of Gross Receipts *less* Direct Operating Costs and Approved Depreciation (in the aggregate) for the applicable period.

“Net Subconcessionaire Sales” shall have the meaning set forth in Section 26.1.2.

“NFL” shall mean the National Football League, a not-for-profit association having its principal executive office at 345 Park Avenue, New York, New York, acting through its duly authorized officers, agents or committees.

“NFL Championship” means the Super Bowl, or equivalent playoff game sanctioned by the NFL as establishing the overall champion of the NFL.

“NFL Consent” shall mean the letter agreement, dated as of October 18, 2013, by and among the NFL and Bank, as administrative agent, collateral agent, and as Bank, SMC, PDB, Bowlen Sports Inc., Arapahoe Management Company, LLC, PDB Enterprises, Inc., Hambledon Sports, Inc., Patrick D. Bowlen, John M. Bowlen, and CalDen, Inc.

“NFL Governing Documents” shall mean the Constitution and Bylaws of the NFL and the Articles of Association and Bylaws of the NFL Management Council, including any amendments to either such document and any interpretations of either such document issued from time to time by the Commissioner which are in the Commissioner’s jurisdiction; all operative NFL or NFL Management Council resolutions that are within the NFL’s or the NFL Management Council’s respective jurisdiction; any existing or future agreements entered into by the NFL (including the NFL Consent) or the NFL Management Council, including any television contracts or any collective bargaining or other labor agreements (including any NFL player salary guarantees and pension fund agreements), and any agreements made in settlement of any litigation against the NFL, the NFL Management Council or the Clubs (including litigation against such Clubs, or agreements made by such Clubs, jointly or collectively); and such other rules or policies as the NFL, the NFL Management Council, or the Commissioner may issue from time to time that are within the issuing party’s jurisdiction.

“NFL Post-Season” means the football games played after an NFL Regular Season as part of the competition for the NFL Championship.

“NFL Pre-Season” means the NFL sanctioned football games played prior to the commencement of the NFL Regular Season.

“NFL Regular Season” means the football games counting in the standings for the purpose of determining the NFL teams that will participate in NFL post-season play.

“NFL Season” shall mean an NFL Regular Season together with the immediately preceding NFL Pre-Season and immediately following NFL Post-Season.

“Non-Event Day” shall mean any day on which no Event is conducted (other than Catered Events).

“Non-Field Event” shall mean any Event that involves the use of areas of the Stadium or Real Property other than the Stadium Bowl or playing field.

“Non-Host Event” shall mean any Event conducted, in whole or in part, at the Stadium or the Real Property (including any Field or Non-Field Event) which is not sponsored or hosted by SMC or the District.

“Non-Public Areas” shall mean those areas of the Stadium and Real Property where access is generally prohibited to the public, including offices, areas used by Event Participants such as Locker Rooms, back stage dressing rooms, and staging and preparation areas, Staff Areas, Press Box Areas, and the Production Bay.

“Non-Stadium Event” shall mean an event or function not held at the Stadium or on the Real Property where Concessionaire utilizes any portion of the Stadium Premises or Equipment to prepare or operate Concessions.

“Notices” shall have the meaning set forth in Section 69.8.

“Obligations” shall mean all of the obligations, responsibilities and liabilities of the Concessionaire under this Agreement.

“Occupancy Requirement” shall have the meaning set forth in Section 11.3.

“Original Concession Agreement” shall mean that General Concession Management and License Agreement dated October 28, 1999 by and among the District, SMC, PDB, and Centerplate.

“Other Agreements” shall mean any agreements entered into by SMC or the District with the City pertaining to the maintenance, operation or use of the Stadium (i.e., parking and pedestrian and automobile traffic control) as such agreements may thereafter be amended, supplemented, replaced or otherwise modified, provided that provided that a copy of such agreement(s) has been provided to the Concessionaire, and shall include the (i) Purchase and Sale Agreement between the City and the District dated August 27, 1998; (ii) Agreement for Public Improvements and Infrastructure between the City and the District dated August 27, 1998, and (iii) Conditional Termination of User Agreement between the City and PDB dated August 27, 1998. Prior to the execution of any new agreements or any amendments, supplements, replacements or other modifications to existing agreements coming within the definition of Other Agreements as set forth herein, SMC and the District agree to notify Concessionaire of the subject matter of such agreements, amendments, supplements, replacements or other modifications and to consider Concessionaire’s position with respect thereto; provided, however (i) that SMC and the District shall have no obligation to cause the incorporation of Concessionaire’s position into such agreements, and (ii) that such new agreements, amendments, supplements, replacements or other modifications do not materially restrict the operation of Stadium Concessions. A restriction or prohibition on the sale of specific items of Concessions by Other Agreements shall not be deemed to materially restrict the operation of Stadium Concessions.

“Parties” shall mean the Concessionaire, SMC, and the District, collectively, and “Party” shall mean each of Concessionaire, SMC, and the District, individually.

“Patron” shall mean an attendee at an Event, except for Concessionaire Parties, the District Parties, SMC Parties, PDB Parties, Event Participants or any other Person who attends an Event other than as a spectator or guest.

“Patron Complaint” shall have the meaning set forth in Section 15.3.

“PCI” shall have the meaning set forth in Section 22.1

“PCI DSS” shall have the meaning set forth in Section 22.1.

“PDB” shall mean PDB SPORTS, LTD., a Colorado limited partnership.

“PDB Parties” shall mean PDB, its partners and their respective officers, directors, shareholders, trustees and beneficiaries and its employees and agents.

“Performance Bond” shall have the meaning set forth in Section 49.1.

“Permitted Areas” shall have the meaning set forth in Section 6.5.

“Permitted Successor Concessionaire” shall have the meaning set forth in Section 69.15.

“Person” shall mean and include any individual, partnership, joint venture, firm, corporation, limited liability company, association or other unincorporated organization, trust or other enterprise or any Governmental Authority.

“Portable” shall mean any temporary stand, cart or similar apparatus installed by Concessionaire within the Stadium and the area of the Stadium on which such stand, cart or apparatus is situated, subject to the provisions of Section 4.2, for the purpose of offering Food or Beverages to Patrons.

“Premium Concessionaire” shall mean Epicurean Catering, LLC, a Colorado limited liability company, or any successor(s) providing Concessions or Catering (i) at the Stadium during certain Catered Events and (ii) at the Executive Suites and Executive Suites Concourse Levels of the Stadium during Field Events and Home Games.

“Premium Concessionaire Agreement” shall have the meaning set forth in Section 4.3.

“Premium Concessionaire Events” shall mean Catered Events hosted at the Stadium or on the Real Property where Food and Beverages (excluding Alcoholic Beverages) are provided by Premium Concessionaire.

“Premium Concessions” shall mean premium quality and gourmet Concessions and Concessions in demand by Patrons of the Club Seats.

“Pre-Opening Expenses” shall have the meaning set forth in Section 29.1.

“Press Box Areas” shall mean areas of the Stadium with seats for viewing Home Games and Field Events designated for members of the media (including Event broadcasters).

“Prime Rate” shall mean the “Prime Rate” as published by The Wall Street Journal in its listing of “Money Rates” (or, in the event The Wall Street Journal ceases publication of the “Money Rates,” the Parties in good faith shall designate a reasonably comparable index.

“Private District Functions” shall have the meaning set forth in subsection 11.2.6.

“Private SMC Functions” shall have the meaning set forth in subsection 11.2.6.

“Production Bay” shall mean that area at the south end of the Stadium typically used for press vehicles and equipment during Home Games, which is sometimes used for other purposes during other Events. The Production Bay is deemed a Non-Public Area even though in some events it may be opened up to the public.

“Proposed Budget” shall have the meaning set forth in Section 26.10.1.

“Publications” shall mean all printed scorecards, rosters, schedules, media guides, yearbooks, magazines, newspapers, programs, or other publications including but not limited to NFL and Denver Broncos publications.

“Real Property” shall mean the real property owned by the District and leased and managed by SMC pursuant to the Lease and all easements, rights, privileges and appurtenances to such property and all rights in any streets, ways or alleys adjoining such property.

“Renewal Term” shall have the meaning set forth in Section 3.2.

“Required Concessions” shall mean all Concessions, Premium Concessions and Catering that Concessionaire is required to provide pursuant to the provisions of Sections 11.1 and 11.2.

“Restaurants” shall mean restaurants that may be open to the general public on Non-Event Days irrespective of the purchase of an admission to the Stadium or that may be open to Patrons on Event days by virtue of the purchase of an admission to the Stadium.

“RFP” shall mean that document titled “A Request for Proposals for Food and Beverage Services at Broncos Stadium at Mile High” dated August 2, 2018, promulgated by SMC and the District.

“SAFETY Act” shall mean the Support Anti-Terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441–444.

“Similar Local Facility” shall mean similar sports and entertainment venues within the City including Coors Field, Pepsi Center, Convention Center, Denver Center for the Performing Arts, Denver Museum of Nature and Science and the Denver Art Museum. The facilities underlying this definition may be modified by SMC in its reasonable discretion from time to time during the Term.

“Similar Market Facilities” shall mean similar sports and entertainment venues (not limited to NFL stadiums) in the cities of Seattle, Miami, Minneapolis, Baltimore, Indianapolis, Detroit, Dallas, Phoenix, Tampa, and Charlotte. The cities underlying this definition may be modified by SMC in its reasonable discretion from time to time during the Term.

“Similar NFL Facilities” shall mean current NFL stadiums of Seattle, Miami, Baltimore, Pittsburgh, Carolina, Philadelphia, Tampa, and New England. The facilities underlying this definition may be modified by SMC in its reasonable discretion from time to time during the Term.

“Smallwares” shall mean the serviceware, utensils, crockery, glassware, dishware, cutlery, bar supplies, table top items, and food preparation utensils and tools used in the Foodservices.

“SMC” shall have the meaning set forth in the introduction to this Agreement.

“SMC Annual Report” shall have the meaning set forth in subsection 26.6.1.

“SMC Event” shall mean a Field Event or Non-Field Event sponsored or hosted by SMC and all Home Games.

“SMC Liaison” shall have the meaning set forth in Section 8.2.

“SMC Parties” shall mean SMC, its managers, members, employees and agents.

“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.

“Special Auditing Party” shall have the meaning set forth in Section 55.2.

“Special Stadium Event” shall mean an Event where, in order to book the Event, SMC or the District is required or asked to relinquish, in whole or in part, the direction and control of all or part of the sale of Food and Beverages to a third-party.

“Sponsorship Agreements” shall mean the SMC Sponsorship Agreements and the Naming Rights Agreement.

“Sports Legends Mall” means that area of the Stadium delineated on **Schedule II** as the Sports Legends Mall, as the same may be changed or modified.

“Stadium” shall mean the open-air, natural grass stadium located at 1701 Bryant Street, Denver, Colorado 80204, designed primarily for football, which is subject to the Lease, located in the City, together with all facilities, equipment and other items owned, leased or licensed by the District and SMC and located or used in connection therewith.

“Stadium Bowl” shall mean that area of the Stadium which contains the regular (non-premium) seats and the concourses adjacent thereto.

“Stadium Club” shall mean that area of the Stadium located on the east side of the service level as generally depicted on **Schedule II**, as the same may be changed or modified, which is intended to be used by a private club during Home Games and other Events during each Contract Year.

“Stadium Concessions” means the management and operation of Concessions at the Stadium or on the Real Property by Concessionaire as contemplated under the terms of this Agreement.

“Stadium Employee” shall mean any employee (full or part time) of the Concessionaire or any Subconcessionaire who works at the Stadium Premises.

“Stadium Events Account” shall have the meaning set forth in Section 55.4.

“Stadium Gate Opening” shall mean the first point in time that access to the interior of the Stadium is provided to Patrons for an Event.

“Stadium Insurance Coverages” shall have the meaning set forth in Section 4.6.

“Stadium Plans” means the plans and specifications for the Stadium currently existing as described in **Schedule II** hereto as the same may be amended and supplemented.

“Stadium Premises” means collectively the Concession Areas, Staff Areas, Portables and Improvements as the same may be changed, altered or amended in accordance with the terms of the Agreement.

“Stadium Rules” shall have the meaning set forth in Section 6.1.

“Stadium Systems” shall mean electrical, gas, sewer, air conditioning, telephone, sound, public address, mechanical, plumbing, heating, life-safety, drainage, structural and any other systems now, or hereafter, used in the operation or maintenance of the Stadium.

“Staff Areas” shall mean the training rooms and locker rooms to be shared by Concessionaire’s and Premium Concessionaire’s employees, as designated by SMC and the District, as the same may be changed or modified from time to time.

“Staffing Matrix” shall have the meaning set forth in Section 6.8.

“State”, “State of Colorado” or “Colorado” shall mean the State of Colorado acting by or through the Office of the Governor or other agencies of the executive branch of the State of Colorado.

“Subconcessionaire” shall mean any subcontractor, sublicensee or subconcessionaire of, or Person in a similar business relationship with, Concessionaire, at the first or any lower level (for example, a sublicensee of a sublicensee of Concessionaire), engaged in the operation of Concessions or Catering (or a portion thereof) at the Stadium.

“Subconcessionaire Agreement” shall have the meaning set forth in Section 11.6.

“Subconcessionaire Consideration” shall have the meaning set forth in subsection 26.1.2.

“Subconcessionaire Gross Receipts” shall mean the total amount of money, administrative, service and equipment rental charges and any other similar charges received or charged by Subconcessionaires or any agent or employee of Subconcessionaires.

“Sublease” shall mean the Amended and Restated Sublease Agreement, made effective as of September 3, 1998, by and between SMC, as sublessor, and PDB, as sublessee, as amended.

“Survey” means a written, electronic, or oral survey, focus groups, or any other methods designated by SMC to monitor Patron satisfaction.

“Technology Capital Funding” shall mean that portion of the Equipment Investment made for purposes of capital improvements to technology systems, as agreed upon by SMC, the District, and Concessionaire.

“Term” shall have the meaning set forth in Section 3.1.

“Terminating Party” shall mean (i) the Party (either the District and SMC when acting jointly, or the District or SMC, whichever is applicable, when acting independently) electing to terminate this Agreement pursuant to the any of Sections 7.2.1.1, 59.1, 59.3, 61.1, or 69.15, or (ii) the Party causing the District/SMC Event of Default resulting in the termination by Concessionaire under Section 58.2 or 60.1 (either [A] the District and SMC if the District/SMC Event of Default is attributable to both the District and SMC or [B] the District or SMC, whichever is applicable, if the District/SMC Event of Default is only attributable to one of them).

“Termination Date” shall mean the date that this Agreement actually terminates whether by expiration of the Term or as a result of any earlier termination.

“Third Party Commissions” shall mean any commissions paid to SMC or the District as a result of the sale of any Food, Beverages or Alcoholic Beverages by third party concessions as a result of the District’s or SMC’s exercise of their remedies under subsection 7.2.1.1 or 7.2.1.2.

“Third Party Consent” shall have the meaning set forth in Section 6.9.

“Third Party Event Services” shall have the meaning set forth in Section 11.8.

“Third Party Sales” shall mean any sales of Concessions generated by third parties as a result of the District’s or SMC’s election of any of the remedies provided under subsection 7.2.1.1 or 7.2.1.2.

“Transfer” shall have the meaning set forth in Section 69.15.

“Unamortized Concessionaire Investment” shall mean an amount, which is determined on an item-by-item basis depending on the underlying items purchased for Concessionaire’s Investment, which is equal to that portion of the Concessionaire’s Investment related to that item which has not yet been amortized by application of the applicable Amortization Period for that item.

“Unique Diet Catered Event” shall mean a Catered Event which primarily features unique diet or ethnic or religious-based items such as kosher food and Indian food, which is not regularly prepared and offered by Concessionaire hereunder.

“Volunteers” shall have the meaning set forth in Section 63.2.

SCHEDULE II

(Stadium Plans)

SCHEDULE III

(Schedule of Improvements and Equipment)

This Schedule lists certain initial Improvements and Equipment required hereunder. Additional Improvements and Equipment shall be acquired subsequently, and the Parties may (but are not required to) supplement this Schedule to address such additional items.

Appetize	
Appetize	\$2,000,000.01
Appetize Kiosks	\$151,632.00
Appetize - #13317	
Appetize - #13472	
Appetize - #13691	
Appetize - #13963	
Appetize - #14029	
	<hr/>
	\$2,151,632.01
Freedom Pay	
Freedom Pay	\$433,898.52
Freedom Pay for Appetize Kiosks	\$14,925.12
Invoice #DIRECTDBC	
Invoice #236342 - Freedom Pa	
	<hr/>
	\$448,823.64
Mashgin	
Mashgin	\$133,293.60
Freedom Pay for Mashgin Kiosks	\$7,581.70
	<hr/>
	\$140,875.30
Stand Renovations	
Richardson Design	\$455,760.00
JL Project Manager	\$186,000.00
Carts for Mashgin Kiosks	\$288,895.26
Mortenson Construction	\$2,338,011.52
Gallery Carts, Inc. - Invoice #58888	
	<hr/>
	\$3,268,666.78
Other Equipment	
Cash Room Equipment	\$24,487.42

CenterPlate - Invoice #00430-2-27-19	
Radios for the Operations Team	\$15,325.86
Radio Resource - Invoice #54958	
ABI Master Mind Time Keeping System	\$19,657.18
ABI - Invoice #41020	
Cash Room Alarm/Security System	\$18,954.25
Johnson Controls - Invoice #32700430	
Power Supply for Server	\$1,333.37
Network and Virtual Machine Server	\$16,200.00
Mile High Switches	\$ 5,799.28
Self Serve Soda Machines	\$12,401.50
Kitchen Display System - Tapin2 Mobile KDS	\$14,356.49
Smallwares	\$ 24,840.00
	<hr/>
	\$ 153,355.35
	<hr/>
Total	\$6,163,353.08

PROJECTED TOTAL – Contract Year #1 Capital Investment - \$7,000,000
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SCHEDULE IV

LEGAL ACTIONS

None.

SCHEDULE V

BEST MANAGEMENT PRACTICES

Empower Field at Mile High

SMC - Stadium Management Company, LLC

Non-Structural Best Management Practice Guidelines

Interior Non-Structural BMP's

- A) Defined Cleaning Process
- B) Defined Maintenance Operation
- C) Education of Janitorial, Operations and Concessionaire Crews
- D) Use of Specific Cleaning Solutions
- E) Fan Awareness Program
- F) Annual clean up practice

Exterior Non-Structural BMP's

- G) Management and Operation of the Discharge/Vault System

A) Defined Cleaning Process: Post Event Cleaning Process of Stadium Bowls and Concourses (refer to page 1 of 6 in J.F. Sato's report)

Outside (hard) seating areas

1. Dry Cleanup – Method defined for the goal of removing the highest percentage of debris possible.
 - Prior to gate opening of any event, by-pass valves to the storage vault will be open. Gate valves shall remain open until the wet cleaning process has been completed in order to contain contaminants contained in rain runoff.
 - Approximately fifteen (15) “pickers” will handpick the larger trash from the seating areas and concourses and place trash in plastic bags. Bags will be placed in the concourses and picked up in rolling trash containers, operated by three (3) to four (4) people. Bags will then be disposed in the stadium compactor.
 - A second group of cleaners will then follow behind with push brooms to sweep the remaining trash into piles. This will then be placed into plastic bags and disposed of in the stadium compactor.
 - Approximately fifteen (15) cleaning personnel, beginning in the Upper Bowl and working down towards the field (same personnel that went through the stadium on the first run), using backpack type power blowers and brooms will direct the remaining trash into piles, which will once again be bagged and disposed of in the compactor.

- Prior to proceeding with wet cleaning of the bowl areas, the Stadium Engineer will verify that the appropriate valves to the storage vault are open, verify vault condition, and verify vault capacity.

Defined Cleaning Process: Post Event Cleaning Process of Stadium Bowls and Concourses
(Continued)

2. Wet Cleaning – Wand pressure washing (Hotsy) of the seats, isles and riser areas.
 - Pressure washing will be conducted by a two (2) person team, washing the seating areas by sections (from top to bottom). When one-third (1/3) to two-thirds (2/3) of a section has been pressure washed, one (1) person will rake and/or broom all of the accumulated soiled debris to the isle area(s) where it will be bagged. This will help alleviate an accumulation of debris from being washed to the bottom of each seating section. The remaining seating area(s) will then be washed to the bottom of the section, where once again, a person will rake and/or broom the accumulated debris from the top of the drain grates and place it in plastic garbage bags.
 - **Grates are hinged to accommodate easy access to the secondary screens, for easy removal of debris.**
Personnel will be made aware that all grates and drain screens must be kept clean and clear of debris throughout the entire high pressure washing phase. Secondary screens are bolted in place with tamper resistant fasteners to eliminate unauthorized removal and any attempt to ingest debris into the drain leaders.
 - Approximately four (4) to twelve (12) personnel will use three quarter (3/4) inch hoses to wash the remaining solid and liquid waste from the seats, isles and riser areas.
 - When required and as a portion of our periodic maintenance, all grates and drain screens will be removed of debris. Stadium engineer or Authorized Personnel will direct flushing of the ten (10) service level mains (clean outs), with a one and one-half (1 ½) to two (2) inch fire hose, to prevent build-up of debris in the pipes. Any additional flush intervals will be prescribed by the on-site Maintenance Engineer. All relative valves to the vault will be closed at the conclusion of the wash down.
 - Concourses will be cleaned by four (4) to eight (8) personnel using ride-on or walk behind scrubbers. Excess water in the concourses will be removed by wet-vacs and/or mops.
3. It is anticipated that the total cleaning of the Bowl areas will be completed within a three (3) day time frame with the wash-down phase to be completed over a two (2) day period. This will allow us, Stadium Management Corporation, LLC., the ability to pump the storage vault in the prescribed time frame, 12:00 midnight – 6:00 am. Once wet clean is complete, valve bypass is activated for discharge of future precipitation or irrigation to the South Platte River.

Defined Cleaning Process: Post Event Cleaning Process of Stadium Bowls and Concourses
(Continued)

4. The “Club” will be serviced by a “maid” type service that will clean the area utilizing dusters, vacuums, and other appropriate cleaning tools and appliances. This cleaning procedure within the Club areas will not have any impact on our gray water BMP’s due to the fact that the cleaning process will not breach the exterior envelope.
5. Biodegradable products and solutions approved by the EPA will be incorporated as standard elements of all cleaning processes. These products will be used in spot treatment of heavily soiled areas during the wet cleaning process.
6. Cleaning will begin in the Southeast and Southwest corners of the stadium and progress towards the North end of the Bowl (closed end).

B) Defined Maintenance Operations (refer to page 2 of 6 in J.F. Sato’s report)

This portion defines the entire clean up procedure including the bowl clean up (above) and maintenance operations performed by the maintenance staff inside and outside the stadium:

1. Verify capacity in the storm vault prior to clean-up commencing; open valves
2. Flush mains at Service Level after bowl washdown:

This involves opening clean outs in approximately 10 locations around the service level and running an adequately sized hose to flush as necessary the lines. 2” water sources have been located near each clean out. Again, flush intervals will need to be prescribed by the on-site maintenance engineer.

3. Clean up of the “Stormceptor” and/or strainer vault (this is upstream of the main storage vault).
4. Pumping / Cleaning storage vault. See item “G”.

The entire Standard Procedure would include:

- Verifying water level in the vault
- Dry clean up
 - Sequence
 - Methods
- Wet clean up
 - Wash down sequence, methods
 - Drain flushing, maintenance

Defined Maintenance Operations

(Continued)

- Screen cleaning and maintenance
- Flushing of main laterals
- Cleaning of the strainer vault
- Pumping of the storm vault

Precautions will include:

- Cleaning operations to be delayed 24 hours should the collection vault be filled during an event due to rain and/or snowfall
- Closing of vaults
- Other

C) Education of Janitorial, Operations and Concessionaire crews.

1. Janitorial:

Managers and Crewleaders will be required to successfully complete an orientation and study sessions to be overseen by a qualified Engineer(s) / Technician(s), in the following areas, but not limited to:

- Locations of Drains
- Drain Maintenance
- Hose Bib Locations
- Refuse Disposal
- Storm Vault System
- Importance of Debris Removal Prior to Wash Down Procedure

Employee orientation will include the following OVERVIEW:

Whether stadium patrons are enjoying a Denver Broncos football game or any other event, few are aware that the various food and drink products they enjoy during the event have the potential of becoming a major environmental problem. If any of those food items find their way to the Platte River, they can cause serious pollution by chemically altering the water and reducing its ability to support life.

The storm drains throughout the stadium are designed to carry rainwater and snowmelt to the river. They are not connected to the sanitary sewer, so special care needs to be taken both during and after any event to keep all food debris from entering the storm drains.

The storm drainage system for the New Mile High Stadium is a state of the art gray water collection system designed to comply with the latest government Clean Water Act provisions. Proper operation of the system will minimize

Education of Janitorial, Operations and Concessionaire Crews

(Continued)

pollutant discharges into the Platte River. It is a significant piece of the overall environmental design of the new stadium.

2. Part-time personnel will be informed and supervised, on a daily basis, of the importance of:

- Drain Maintenance
- Refuse Disposal
- Debris Removal Prior to Wash Down Procedure

It is important to mention that historically, there is a high turn over in part-time personnel. Qualified Supervision of the crews by Stadium Management Corporation, LLC. will be an important factor in gaining the results required for cleanliness and Storm Vault operations.

As a reminder, the janitorial service(s) will be under contract with SMC and will abide by all rules and regulation of the Best Management Practices set forth by Stadium Management Corporation, LLC.

3. Maintenance:
Stadium Maintenance personnel will be trained and educated in the following by a qualified Engineer(s) / Technician(s), in the following areas, but not limited to:

- All acceptable materials that can run through the stadium drainage system
- Orientation of the Storm Vault System
- Refuse Disposal
- Importance of Debris Removal
- Keeping Drain Grates Clear and Clean of Debris
- Emergency Removal of Unacceptable Debris / Materials
- Knowledge of All Cleaning Materials
- Knowledge of Machinery and Equipment

4. The concessionaire's cleaning and operational plan(s) will be incorporated into the Stadium Management Corporation's Best Management Practices. Additionally, the concessionaire will be responsible for abiding by the contract set forth by Stadium Management Corporation, LLC. and the training and orientation of its employees. This will include, but is not limited to:

- Biodegradable Product Usage
- Citrus Cleaner Usage
- Grease Disposal

Education of Janitorial, Operations and Concessionaire Crews

(Continued)

- Drain Cleanliness
- Drain Acceptable Materials
- Concessionaire's portable carts will all be self-contained so there will not be any discharge or drainage to concourse drains.

D) Use of Specific Cleaning Solutions

- Biodegradable products and other solutions approved by the EPA and manufactured to comply with current standards set by the governing authorities will be incorporated as standard products.

E) Fan Awareness Program

In order to maintain a clean and healthy environment, Stadium Management Corporation, LLC. believes that it is the responsibility of the organization to inform and educate all of our fans and patrons on how they can help maintain a clean and healthy environment within the confines of the new stadium.

This may include, but is not limited to:

- Outside Stadium Public Address Announcements
- Printed Material
- Internal Signage (where applicable)
- Waste Container Identification
- Scoreboard Messages
- In Stadium Public Address Announcements
- Parking Lot Signage

As this plan matures, we will invite the public relation departments of the regulatory agencies to participate in the education of the stadium's patronage. Any messages regarding the environmental issues regarding the Greywater System of the stadium will be submitted to the regulatory agencies before public release.

F) Annual Clean-Up Practice

At the completion of the season, the system, including but not limited to underground vaults, sand/oil interceptors, pumps, controls, screens, valves, and the flap

Management and Operation of the Discharge / Vault System

(continued)

gate will be visually inspected for condition. Cleaning, repair, annual maintenance and a review of the previous season's operation and maintenance will follow with recommended changes for the upcoming year. Regulatory agencies will be given notice of any final inspections.

Exterior Structural BMP's

G) Management and Operation of the Discharge / Vault System

1. This portion of the cleaning process begins after the completion of all interior stadium cleaning and the final pumping of the storage vault to the sanitary sewer.
 - A sanitary contractor, licensed to clean sand/oil interceptors, will be scheduled to clean the streamflow strainer vault. This may be accomplished by either utilizing vacuum pumper technology or by lowering a sewage pump and discharging to the sanitary truck.
 - The contractor or their designee will be trained in confined space entry.
 - A controllable exterior water source, such as a fire or large wall hydrant and hose, may be necessary to guide solids to the low point for extraction.
 - Upon completion of the solids removal, the large trash rack screen will be inspected for larger debris. If debris is found here, the type of material may give indication as to its origin. This could be remaining construction debris or indicate a breach in the stadium grate and screen system. Inspection and repair may be needed at this time.
 - The contractor will then inspect the storm/sanitary bypass vault and clean, as previously described, as needed.
 - The bypass valves are now returned to the storm sewer flow position.
 - All operation and maintenance of the exterior structural vaults and related equipment will be performed in accordance with manufacturer and design engineer recommendations.

EMPOWER FIELD AT MILE HIGH

Stadium Management Company, LLC

SPILL PREVENTION PROGRAM

July 2019

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INTRODUCTION

The following Spill Prevention Program has been designed as an addition and inclusion to the Gray Water Management Plan authored by Stadium Management Company, LLC for the Empower Field at Mile High.

This program will be developed, enhanced and updated on a regular basis throughout the life of the stadium by Stadium Management Company, LLC. A regularly scheduled review process will be initiated to update this Spill Prevention Program and the employees of Stadium Management Company, LLC. This will cover training, MSDS information, and the potential introduction of any new chemical and/or compound to be stored on site. New chemicals will not be added to any inventory at the stadium without proper and prior approval by the governing authorities.

Responsibility Assignments

The Director of Stadium Operations and his or her staff, will be responsible for implementing any plan, procedure and/or directive that is used within the property of the facility and the facility itself. However, this does not take any responsibility away from any Manager, Supervisor, Lead or staff member, when it comes to working within City, State, OSHA and Federal Regulations.

Department Heads will be responsible for training and verifying that all regulations are followed by each member of his/her staff in accordance with the governing criteria.

Any training manuals, guidelines, plans, etc... that are developed solely for use within the facility and the surrounding property, are subject to change. Changes made within these documents, will be done so through the collaboration of the Director and the Manager/Supervisor of that department. These updates will then be made available to all employees. Should any extra training be needed to execute these changes, each employee that is involved with the changes will be trained and certified in the correct manner before the changes take effect. All employees of the Facility, who will be working with "heavy" equipment, chemicals, power tools, will be trained and certified regarding the equipment before they are authorized to use the equipment for work purposes. All employees will be required to follow all guidelines set forth in the use of any equipment and to use any personal protective equipment that is required when using such equipment.

It will be the responsibility of the Manager/Supervisor to have each of his/her employees trained and certified on any equipment before they allow that employee to use any such equipment. In addition to any scheduled mandatory training seminars, all manuals, videos, training material will be available all employees to use at any time. Managers and/or Supervisors will have available and/or posted for all employees, any MSDS information on any chemical (solid, liquid or gaseous), solutions, solvents and/or materials that employees may come in contact with, during hours of operation and/or their shift.

Spill Potential

Although the primary use of the facility is for Denver Broncos football games, that does not exclude the possibility that there could be some type of hazardous material spill, from another type of event. There is no possible way to avoid the liability of a spill when there is the risk of human error put into the equation.

That is why the Director of Stadium Operations, Department Managers and Supervisors, will be responsible for the proper training of all employees and subsequently all new employees brought on from that point forward. Therefore, it is the responsibility of each employee to make sure he/she follows all of the guidelines and rules that are implemented within the property of the facility, to help eliminate any such spill hazard.

Areas of concern on and within the facility property:

- ✓ Fuel Storage Area
- ✓ Paint Shop
- ✓ Maintenance Shop
- ✓ Field Supply Room
- ✓ Equipment Wash Down Room
- ✓ Commissary
- ✓ Kitchen Areas
- ✓ Trash Compactor Area
- ✓ Receiving Dock
- ✓ Television Truck Compound
- ✓ Laundry Facility

Before any chemicals (solid, liquid or gaseous), solutions, solvents and/or materials are introduced within or on the facility property, they will be cross-referenced with one another, as to not disrupt the compatibility, which may result in a chemical reaction, between any such materials; should a spill occur.

- ✓ All flammable liquids (stored within the facility) will be stored in approved containers and placed in a fireproof cabinet.
- ✓ All solid materials will be stored in their original container/packaging.
- ✓ All solvents will be stored in their original container/packaging.
- ✓ Used liquids and solids will be discarded in an approved container to either be discarded or picked up by the proper authorities.

The following is an example of used materials, but not limited to:

- ✓ All engine fluids that are used in motorized vehicles and need to be changed.
- ✓ Used floor dry and other absorbents.
- ✓ Solid materials that have spilled; i.e. fertilizers, cleaning materials, grass clippings, ice melt, etc.
- ✓ Vehicle batteries
- ✓ Used Spray Paint Cans
- ✓ Unused Paint

It is to be noted at this time, we do not have a list and/or quantities of chemicals, fuel (size of fuel tanks), paints (spray cans, field, brush-on), fertilizers, engine fluids, motor vehicle batteries, cleaning solutions/solvents, etc... that will be stored within and on the facility property. We may make such a list in the future.

Spill Prevention Procedures

Spill prevention procedures are only as good as the prevention and clean-up training that the employees receive. In order to maintain a safe and risk free environment, our plans are to follow all Federal, OSHA, State and City regulations in the storing and handling of all materials, chemicals, and industrial solutions/liquids et al that are to be used and stored within and on the facility property.

The following are steps and procedures that will be used, but not limited to, in spill prevention:

- ✓ Personal Protective Equipment (PPE)
- ✓ Proper Labeling/Following All Label Instructions
- ✓ Signage
- ✓ Equipment Maintenance
- ✓ The Use of Proper Equipment
- ✓ The Use of Approved Containers
- ✓ Know How to Handle Materials
- ✓ Understanding MSDS Sheets

Spill Control/Cleanup

Rooms that are used to store any chemicals, solutions, solvents, will be equipped with OSHA approved spill control “kits” and/or any approved absorbents. Should a spill occur on the facility premises, the following steps will be taken in conjunction with and/or all OSHA, Federal, State and Municipal spill plans.

ALWAYS WEAR:

APPROPRIATE PERSONAL PROTECTION EQUIPMENT (PPE)

- 1) **In the case of any type of liquid spill, extinguish any smoking material and immediately procure at least one spill prevention kit, and an absorbent. Try to stop the source of the spill safely and quickly.**
- 2) **Radio a Supervisor and contain the spill; prevent it from spreading.**
- 3) **Clear the area of any unnecessary people and/or animals.**
- 4) **If possible, cut off the electrical supply in the area.**
- 5) **Do not leave the area.**
- 6) **Keep the liquid from running into any drains and/or gutters.**
- 7) **Should any liquid run into a drain or gutter, flush with water for a minimum of 15 minutes.**
- 8) **Place all used materials in a proper/approved disposal drum.**
- 9) **Once the spill has been cleaned, wash down the area affected by the spill.**
- 10) **Should a dry spill occur, sweep up all spilled materials and dispose of it in a proper/approved disposal drum. Keep dust from becoming airborne. Cover lightly with damp soil sawdust and/or plastic.**
- 11) **Complete a written report on how the spill occurred.**

It is to be noted, that the contracted concessionaire, will have in their contract, that they will meet all Federal, OSHA, State, and Local regulations regarding spill control and cleanup in their work areas.

Notification Procedures

Procedures outlined by the Metro Wastewater Reclamation District, local sewer district and any other municipalities that may need notification, will be notified within the proper time frame.

Written reports will be made by the parties and/or department(s) responsible for the spill and will be submitted to the Director of Stadium Operations along with the proper municipalities.

Follow Up

A follow up meeting(s) and investigation will be held with all parties and/or departments along with the Director of Stadium Operations to discuss the spill. Any new procedures or actions, will be documented in the Spill Prevention Plan, should they be deemed as a possible solution in the prevention of future spills.

Housekeeping/Inspections

Housekeeping/Inspection plans will be implemented for all departments that deal with any substances that could pose a health and/or spill hazard.

It is to be noted that we will implement these plans at a future date.

Personnel Training

All training guidelines/material will be per all local ordinances and/or municipalities, except for those guidelines/materials that are Federally mandated. Written records of all employees, who have taken the training, will be available for review by all governing agencies and appropriate facility personnel.

Recurrent training will be scheduled for all employees who fall within the departments that are directly impacted by the use of all materials handled within the stadium.

Any new chemical, solution, substance, material, etc. which is introduced to the facility, that has been previously approved by the governing authorities will not be implemented into the operations of the facility until training and certification of employees and supervisors has been completed.

NFL Stadium Valve Operations for Gray Water System

Field Drainage Valve

(Normally Open)

- Closed only when field is irrigated during wash down activities.

Storm Vault Valves

(Normally Closed)

- Open during event and remain open until initial wash down or rain event is concluded and/or the vault has been filled
- Open during wash down activities

Sequence for operation of Gray Water Vault

See BMP's for overview including employee education and contract requirements in operation of the system. Storm vault, vortex vault, pumps, drains and other systems maintained and operated per BMP's.

- Normal storm vault mode is valves are closed and storm water by-passes vault to vortex vault then to river.
- Open valves when gates open and public arrives approx. 2 hrs before event.
- Valves remain open during and after event through wash down activity.
- Field drainage system valve will be closed when irrigating during wash down activities.
- Vault capacity monitored during wash down. Wash down procedure to be fine-tuned based on actual data showing rate at which the vault is filled for given wash down activities. (See wash down procedure in BMP's).
- Valves closed (manually or automatically) when levels in the vault reach capacity and/or during pump down periods. The vault will be pumped after each wash down activity whether it is full or not.
- For additional wash down activities following pumping of the vault, valves are manually re-opened when the vault is empty. If schedule or rain event dictates, the vault may be pumped on an accelerated schedule (if approved by Metro).
- Normal pumping interval is 12:00AM to 6AM. Special pumping times may be allowed on a case by case basis (we are working to obtain Metro's approval for a 6PM to 6AM interval). Vault fully discharges in 4.5 hours. Pumping during other hours may be permitted in case of:

Rain during event or clean up

Back to back events requiring accelerated wash down activities

If it rains during event:

- Vault collects contaminated storm water. Valves automatically close when vault is full, (this is after first 3/8" of rain is collected over the entire bowl and bulk of debris is collected).
- Screens, grates and other BMP's minimize additional food and debris from entering drain system.
- Rainwater by-passes the storage vault. Vortex vault removes solids that may have entered system prior to discharge to river.

- Following 4.5 hr. vault pump down (at normal or accelerated interval), valves are manually opened. Stadium wash down operations commence.

SCHEDULE VI

PRE-EXISTING CONDITIONS

Mile High "Pre-existing Conditions" Concessions			
Level	Location	Concession	Description
1	113	Base Camp Smokehouse	Damaged wall decal
1	114	Front Range Pizza	Damaged wall decal
1	115	Rivers Edge Tap Room	Damaged Fridge Door
1	115	Rivers Edge Tap Room	Damaged wall decal
1	107	Crafts and drafts	Damaged wall decal
1	107	Crafts and drafts	Damaged Paint, back of house, non fan facing.
1	106	106 Philly	Damaged wall decal
1	104	5280 Favorites	Damaged wall decal
1	104	Crafts and drafts	Damaged wall decal
1	100	Red Zone	Damaged wall decal
1	100	Blitz Burger	Damaged Paint, back of house, non fan facing.
1	135	First & Fusion	Damaged wall decal
1	133	5280 Favorites	Damaged wall decal
1	132	Mile High Pizza Pie	Damaged wall decal
1	131	End Zone Philly	Damaged wall decal
1	123	Yard Bar	Missing handle on equipment
1	118	Food service 118A	Damaged wall decal
1	114	Portable	Portable Damaged
1	111	Portable - Tavern	Portable Damaged
1	110	Portable	Portable Damaged
1	111	Portable	Damaged warmer draw units
1	110	Portable	Damaged popcorn machine
1	1216	1216 Equipment	Missing handle on equipment
1	110	Portable - Wings	Dent on portable
1	1210	1210	Damaged diamond plate flooring
1	1209	1209	Damaged table
1	1113	113	Damaged wall decal
1	104	Portable - Gyros	Damaged drawer
1	1902	Mile High Pizza Pie	Dirty Portable
1	1902	Mile High Pizza Pie	Missing knob on burner
1	1702	Carvery	Damaged wall decal
1	1622	5280 Favorites	Missing knob on burner
1	1101	Blitz Burger	Broken Handle on oven
1	1101	Blitz Burger	Damaged freezer door
1	1903	5280 Fan Favorite	Missing knob on burner
1	1509	Mile High Pizza Pie	Hose loose on perlick

1	1622	5280 Favorites	Missing knob on burner
1	128	Hog Heaven	Hole in protable
2	2101	2101 Food Service Area	Dented diamond plate flooring
1	1621	Food service area	Dent on stainless steel table top
1	1606	5280 favorites	Danged handle on oven
1	1606	5280 favorites	Missing knob on burner
1	1620	Food service	Broken Handle on oven
2	2101	Food Service	Damaged wall decal
5	522	Portable Bud	Light broken
3	318	Condiment Station	Damaged corner
3	300	Action Station	Missing Sneeze Guard & Damaged Corner
3	303	market	Double Stick tape on wall
3	303	market	Freezer running at 87 degrees
3	310	Fire side Bar Storage	Compressor to hots
3	312	Bar Storage	Ice Machine not working
3	313	Canned Beer Bar	Filter needs changed
3	313	Canned Beer Bar	Holes in granite counter top
3	314	Grill #3	Damage to Cooler
3	334	Traditions \$3	Drain hose needs replaced
3	340	Drip Rail	Drip Rail not attached to bar
3	341	Canned Beer Bar #1	Hole in granite
3	341	Canned Beer Bar #1	water filter needs changed
3	341	East Action Station Pieces #1	Damaged Cooler top
3	341	East Action Station Pieces #1	Scratches on side
3	341	East Action Station Pieces #1	Dent on corner
3	341	East Action Station Pieces #2	damaged action station
5	5117	5117 Observe	Damaged diamond plate flooring
5	503	Red Zone	Damaged wall decal
5	524	Fan Stand	Damaged wall decal
5	517	5117- Crafts and drafts	Damaged wall decal and dirty floor
5	539	Red Zone	Damaged wall decal
5	532	Fan Fav	Nacho Display case damaged
5	532	Fan Fav	Pipe insulation missing on Beer line
5	532	Fan Fav	Wall decal damaged

SCHEDULE 29.2
(PRE-OPENING EXPENSES)

Pre-Opening Expenses Broncos Concessions and Administration Overhead				
Payroll				
	March	April		
Management Payroll	\$ 13,886.00	\$ 33,367.00		
Taxes and Benefits	\$ 3,963.00	\$ 9,535.00		
Total Payroll	\$ 17,849.00	\$ 42,902.00		
Other Operating Expenses				
Taxes and Licenses	\$ 10,000.00	\$ -		
Office Expenses	\$ 1,297.00	\$ 47,777.00		
Recruiting Expense	\$ 1,833.00	\$ -		
Relocation Expense	\$ 40,105.00	\$ -		
Smallwares Expense	\$ 3,494.00	\$ -		
Travel and Meals	\$ 3,402.00	\$ 11,467.00		
Uniforms	\$ 798.00	\$ 4,516.00		
Total Other Operating Expenses	\$ 60,929.00	\$ 63,760.00		
			Total	
Total Pre-Opening Expenses	\$ 78,778.00	\$ 106,662.00	\$ 185,440.00	
Capitalized Pre-Opening Expenses				
CER-REQ 0784550 ABI TimeKeeping System	\$ 18,149.00			
CER-REQ 0784551 Centerplate Asset Purchase	\$ 24,487.42			
CER-REQ 0790031 New Radio Purchase	\$ 14,115.00			
CER-REQ 0799594 Cash Room Alarm/Security System	\$ 17,500.00			
CER-REQ 0805105 Aramark Network and Virtual Server	\$ 15,000.00			
CER-REQ 0807099 Network Switches	\$ 5,369.70			
CER-REQ 0821554 Server Power Supply	\$ 1,198.64			
Total	\$ 95,819.76			
			Grand Total	\$ 281,259.76

EXHIBIT A

CURRENT STADIUM RULES



Empower Field at Mile High CONTRACTOR RULES AND REGULATIONS

- 1. All general contractors, sub-contractors and service groups planning to perform work at Empower Field at Mile High must, prior to commencing work, register with the Engineering Department and submit working drawings or work order(s) for approval by Building Management, Engineering Department and/or the Communication's Department. If any changes to the approved construction plans or work order(s) are necessary, be sure to have them reviewed by SMC management, Engineering Department, and or the Communications Department prior to proceeding with the work.**
- 2. Upon request by Stadium Management Company, contractors will produce City and or State licenses necessary to perform the work as applicable.**
- 3. All contractors working at Empower Field at Mile High must carry the required amount of insurance. Work cannot begin until proof of insurance is on file in the Stadium Management Office.**
 - a. Insurance Requirements:**
 - a. General Liability Insurance of \$2,000,000 combined single limit or bodily injury and property damage following form umbrella or excess policies totaling \$2,000,000**
 - b. Automobile Liability Coverage of \$1,000,000**
 - c. Workers Compensation coverage of \$1,000,000**
 - d. We also require the following language to be included as additional insured: Stadium Management Company, LLC; PDB Sports Ltd. dba Denver Broncos Football Club; The Metropolitan Football Stadium District and each of their respective agents, directors, officers, employees, contractors and representatives are included as Additional Insured under General Liability on a primary basis as required by written contract.**
- 1. SMC is committed to maintaining a positive working environment free of unlawful harassment and which is sensitive to the diversity of its employees. In doing so, SMC prohibit harassment because of age, race, sex, color, religion, national origin, disability, sexual orientation, or any other legally protected status. Unlawful harassment includes verbal or physical conduct that has the purpose or effect of**

substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment. Actions based on an individual's race, color, national origin, religion, disability, sexual orientation, or any other legally protected characteristic will not be tolerated. Prohibited behavior includes but is not limited to the following:

- Written form such as cartoons, e-mail, posters, drawings, or photographs.
- Verbal conduct such as epithets, derogatory comments, slurs, or jokes.
- Physical conduct such as assault, or blocking an individual's movements.

Sexual Harassment

- a) Because sexual harassment raises issues that are to some extent unique in comparison to other harassment, SMC believes it warrants separate emphasis. SMC strongly opposes sexual harassment and inappropriate sexual conduct. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
 - Submission to such conduct is made explicitly or implicitly a term or condition of employment.
 - Submission to or rejection of such conduct is used as a basis for decisions affecting an individual's employment.
 - Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.
 - b) All employees are expected to conduct themselves in a professional and business-like manner at all times. Inappropriate sexual conduct that could lead to a claim of sexual harassment is expressly prohibited by this policy. Such conduct includes, but is not limited to, sexually implicit or explicit communications, whether in:
 - Written form, such as cartoons, posters, calendars, notes, e-mails, or letters.
 - Verbal form, such as comments, jokes, foul or obscene language of a sexual nature, gossiping or questions about another's sex life, or repeated unwanted requests for dates.
 - Physical gestures and other nonverbal behavior, such as unwelcome touching, grabbing, fondling, kissing, massaging, exposure, and brushing up against another's body.
2. All improvements at Empower Field at Mile High require applicable Denver Building permits. This includes any architectural, structural, electrical or mechanical changes. Cosmetic changes such as paint, wall coverings or floor coverings are not considered improvements and therefore do not require permitting. In order to obtain a City of Denver building permit, a stamped set of architectural drawings must be prepared by an architect licensed in the state of Colorado. Any electrical, mechanical, plumbing changes must be designed by an engineer that is licensed in the state of Colorado. Once the permit is obtained it needs to be properly displayed at the work site.
 3. A binder containing up to date MSDS sheets for all hazardous materials used during construction and to which employees may be exposed must be available to all employees in their work area for review during each work shift. Under no circumstance is the general contractor or subcontractors allowed to leave any hazardous materials on the stadium property after the job is completed.

- 4. A complete list of all individuals working on the job site who have read and signed a 'Right to Know' form must be displayed on the job site.**
- 5. All contractors must abide by Empower Field at Mile High Lock out / Tag out program. Please provide SMC's Engineering Department a written energy control program that ensures that an employee isolate machines from their energy sources and renders them inoperative before they service or maintain them. The standard applies to all sources of energy, including but not limited to: mechanical, electrical, hydraulic, pneumatic, chemical, and thermal energy.**
- 6. All tools, equipment and building materials must be provided by the contractor and enter the building via the loading dock and our freight elevators (NE-1 & NE-3) not under any circumstances will our passenger elevators be allowed for these purposes! Persons caught using our passenger elevators transporting tools, building materials, etc... will be escorted from the stadium. Tools and material will not be loaned or given out by Stadium Management Company.
Removal of trash, tools, building materials etc., must be made via the freight elevators and loading dock.**
- 7. The general contractor shall provide a trash dumpster for all construction related trash. Empower Field at Mile High dumpsters are not to be used under any circumstances. Location of contractor provided dumpster will be determined by SMC's Engineering Department and is to be clearly identified as pertaining to the general contractor and its subcontractors.**
- 8. Stadium keys will be issued to preapproved supervisors on a daily basis. These supervisors will be identified by a specific picture credential that is nontransferable.**
 - Keys are required to be signed out by the supervisor and signed in by 24 hour security before the key holder leaves the building. Keys are not to be loaned out or given to anyone other than the supervisor held responsible for the key.**
 - In the event a key is lost, a \$1,000.00 fine will be administered. Should your key not open an area required for work purposes, request for entry must be approved by stadium engineering, who will in turn contact security.**
 - No requests from security will be accepted from an outside contractor. In the event a key is being utilized to gain access to an unauthorized area or for non-work related affairs, the key holder will immediately lose their privilege to checkout a key and may be subject to further action, up to being prohibited from the building.**
- 9. Private suites are to be used for work purposes only. At no time is anyone permitted to use these areas for a break or any other non-work related purposes. It's important to be mindful of cleanliness and to use care when working in these areas, as they are occupied by personal effects belonging to the actual suite holder.**
- 10. Empower Field at Mile High is a non-smoking facility. Smoking is ONLY allowed in designated smoking area.**

- 11. Public corridors and stairways are not to be used for storage or as a workshop. Masonite must be laid out and taped down to protect carpet, tile, wood floors, doors, door frames and walls during construction. Tracking construction dirt into the public corridors or stairwells must be prevented. If the janitorial sink is used it must be cleaned properly before leaving the stadium.**
- 12. Construction noise must be limited during normal business hours. (7 AM to 6 PM, Monday – Friday) unless authorized by SMC, no core drilling, shooting of pins or roto-hammering will be permitted during normal business hours. Unavoidable construction noise (demolition, etc.) must be scheduled for other than normal business hours unless approved by SMC.**
- 13. The Stadium's Engineering Department must be consulted prior to cutting, drilling or coring any areas in the stadium. X-rays are required for all floor protrusions and columns. Contractor must have written approval from the Director of Facilities or the Lead Engineer prior to cutting, sawing, roto-hammering and coring.**
- 14. Contractor must take all necessary precautions to avoid setting off the stadium's fire alarm system. Contractor must contact the stadium's engineering department prior to bagging any smoke detectors. Smoke detectors that are located in the working area must be bagged. The Engineering Department can disable a particular zone. Prior to disabling a zone and or disabling horns and strobes the Fire Alarm monitoring system must be taken off line. Smoke detectors that were bagged during the construction day must have the bags removed prior to putting the system back on line and prior to leaving the work area. Horns and strobes need to be enabled prior to putting the system back on line. These rules must be strictly followed! One infraction will incur a fine of \$500 payable to SMC. A second infraction will be \$1000.00 and each following infraction will Increase by \$500 from the last incurred infraction! Contractor is responsible for contacting the Stadium's Lead Engineer to put the zone back on line at the end of every day.**
- 15. Prior to application of glue, paint or other mal-odorous materials, contact the Lead Engineer and/or Director of Facilities for application during business hours. Efforts should be made for application during non-business hours. Advance notification is required for proper ventilation of the area.**
- 16. Contractors are responsible to supply all vertical lifts. Safe maintenance and operations of lifts scissors lift, boom lifts is required at all times: adherence to Stadium safety rules is strictly enforced. SMC will not loan out any vertical lifts.**
- 17. Exceptions to any of the above regulations can be requested and must be in writing from SMC management.**
- 18. Failure to abide by the above regulations is cause for immediate dismissal from the stadium grounds.**

Empower Field at Mile High SAFETY RULES AND REGULATIONS

Utility Cart Operation

Use of utility carts or other motorized vehicles will follow all safety rules:

Qualifications:

- **Operator must have a valid Colorado driver's license**

General Operation:

- **Inspect vehicle before operation**
 - **Check for damage and general appearance; note any damage and immediately report to your supervisor**
 - **Check cleanliness**
 - **Check fuel level**
 - **Check lights**
 - **Check condition of tires**
 - **Check direction control; make sure backup warning device is working**
 - **Check brakes**
 - **Check oil level**
- **Always look around and behind you before starting and backing**
- **The vehicle may only be operated on the venue main campus and adjacent roadway sidewalks. The vehicle may not be used for personal errands such as food runs or drive-thru's.**
- **Employees may never operate the patrol vehicle under the influence of alcohol, drugs, or prescription medicines that cause physical or mental impairment. Violation will be cause for immediate termination.**
- **Any employee found to be operating the vehicle in a careless manner will lose driving privileges and risk additional disciplinary action up to and including termination of employment.**
- **Report any vehicle problems to supervisor immediately**
- **If involved in an accident do not move vehicle, immediately contact 24 hour security and your supervisor. Photos of the scene must be taken before any changes to the scene occur. Do not discuss accident with others and begin collecting information for an incident report. Once a report has been completed our company insurance carrier must immediately be contacted.**
- **When you must pass through bollards, always slow down, visually check, and verbally announce to any passengers they must have all body parts inside the cart before passing through bollards.**

Rules of the Road

All normal rules apply:

- **Keep right at all times**
- **Use reasonable speed for the area; do not speed**
- **Pedestrians always have the right of way**
- **Yield to the vehicle on the right at intersections**

- Drive defensively at all times
- Transport only the number of passengers the vehicle was designed to carry

Special Stadium Rules:

- Drive with lights on at all times
- Slow and use convex mirrors provided at dangerous intersections
- No carts on concourses after 30 minutes prior to gates are open
- Observe pedestrian warning strobes on field level
- Carts are not allowed to drive to gates from ring walk after one hour prior to Broncos game time
- Use extreme caution when driving into crowded parking lots
- Always set parking brake before exiting the cart
- When carrying passengers, make sure they are seated properly with all body parts inside the vehicle. When you must travel through bollards, always slow down, visually check, and verbally announce to any passengers they must have all body parts inside the cart before passing through bollards.
- Always instruct passengers to remain seated until the cart comes to a complete stop
- Do not drive through bollards except those specifically marked with orange bands
- Do not drive over curbs, unless absolutely necessary

Liability Considerations Discussion

- As the operator of a vehicle, you are always responsible for your actions.
- Careless operation or willful disregard for the safety of others leaves you and your company liable.

ManLifts, Boom Lift, Scissors Lifts

Qualifications:

- Only trained personal can operate lifts
 - Operators must be trained on that specific piece of equipment
- Safety harnesses must be supplied and maintained by contractors, Stadium Management Company will not loan out any personal protection equipment
 - Safety harnesses must be worn on all boom lifts and man lifts
 - Safety harnesses must be worn on all scissors lifts if they are moving while elevated
 - Safety chain must be latched on the back of the scissor lift while in operation

Welding or Open Flames

- Any welding or open flames within the stadium property must have a hot permit
 - All rules on the hot permit must be followed
 - Hot permits need to be picked up and filled out from security before work has commenced and returned back to security after work has been completed

Light Rack

- The light rack will be unlocked by security at 7:00 AM and locked by security at 5:00 PM
- All personal on the light rack must have supervisors permission
 - Supervisors must have a list of all personal on the light rack
- Safety harnesses and hard hats will be worn at all times up on the light rack
- Reflective vest must be worn on the light rack at all times
- Tools must have a safety rope or cable of some sort attached
- The light rack will only be available during daylight hours only
- No work will be done on the light rack in icy conditions
 - Snow and rainy conditions will be determined at that time in conjunction with the contractor supervisor and the chief engineer of Stadium Management
- Inspect working conditions and surroundings at all times
- Tie off on appropriate tie off anchors only
- Only personal working will be allowed on the light rack
 - Absolutely NO visitors will be allowed on the light rack at ANY time!!

Cease Work

If at any time your work area is encroached by someone other than those working in that specific area, it is your responsibility to cease work until they have cleared the working area. It is of the utmost importance to maintain a safe work environment, considering Empower Field at Mile High will continue to conduct normal business and activity during your work hours and potentially in your work areas. Please be respectful of anyone who may require passage through your work area by ceasing work.

Failure to abide by the above regulations is cause for immediate dismissal from the stadium grounds.

SAFETY RULES AND REGULATIONS SIGN-OFF SHEET

I _____ with _____
Name (please print) Company Name (please print)

have read the contractor rules and regulations for Empower Field at Mile High and agree to comply with all above rules and regulations. I agree to enforce the rules and regulations with applicable subcontractors. I understand that violation of any one rule and regulation stated above is cause for immediate and indefinite dismissal from the premises.

Signature_____

Date_____

EXHIBIT B

THIRD PARTY CONSENT AND AGREEMENT

This THIRD PARTY CONSENT AND AGREEMENT (this “Consent”), dated as of September 12, 2019 made by STADIUM MANAGEMENT COMPANY, LLC (with its successors and assigns, “SMC”) and ARAMARK SPORTS AND ENTERTAINMENT SERVICES, LLC, a Delaware limited liability company (with its successors and assigns, the “Consenting Party”), to U.S. BANK NATIONAL ASSOCIATION, as collateral agent (the “Collateral Agent”) for certain lenders (the “Lenders”) party to the Credit Agreement, dated as of October 18, 2013, among SMC, the Lenders, and U.S. Bank National Association, acting in its capacity as administrative agent for the Lenders (as amended, modified or supplemented from time to time, the “Credit Agreement”).

WHEREAS, SMC and the Consenting Party entered into that certain Amended and Restated General Concession Management and License Agreement, dated as of September 12, 2019 (as heretofore or hereafter amended, supplemented or otherwise modified from time to time, the “Assigned Agreement”);

WHEREAS, in connection with the refinancing of SMC’s leasehold interest in Empower Field at Mile High (the “Project”), SMC has assigned to the Collateral Agent for security purposes, all of SMC’s right, title and interest in the Assigned Agreement as collateral for SMC’s obligations under the Credit Agreement and the security documents executed in connection therewith (as amended, modified or supplemented from time to time, the “Security Documents”); and

WHEREAS, it is a condition precedent to the obligations of the Collateral Agent and the Lenders under Credit Agreement that the Consenting Party execute and deliver this Consent, and the Consenting Party will benefit from the extension of credit by the Lenders thereunder.

NOW, THEREFORE, in consideration of the foregoing and for other consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

SECTION 1. CONSENTS. The Consenting Party:

1.1 Consents to the assignment by SMC to the Collateral Agent of all of SMC’s right, title and interest in the Assigned Agreement as collateral for the obligations of SMC under the Credit Agreement and the Security Documents.

1.2 Acknowledges (and SMC confirms) the Collateral Agent’s right to enforce all obligations to, and exercise all rights and remedies of, SMC under the Assigned Agreement.

1.3 Agrees that the Consenting Party shall not terminate nor materially modify the Assigned Agreement without the prior written consent of the Collateral Agent.

1.4 Agrees that, in the event of any default by SMC under the Assigned Agreement, the Consenting Party will not terminate the Assigned Agreement until it first gives written notice to the Collateral Agent and affords the Collateral Agent 30 days to cure such default.

1.5 Agrees that the Collateral Agent shall not be subject to any duty or obligation under the Assigned Agreement unless and until the Collateral Agent exercises its rights to substitute itself or its designee for SMC under the Assigned Agreement.

1.6 Agrees that if the Collateral Agent shall sell, assign or transfer its rights, title or interest in the Assigned Agreement pursuant to the exercise of its remedies under the Security Documents, the purchaser, assignee or transferee (a) shall be substituted for SMC and the Consenting Party will continue to perform its obligations under the Assigned Agreement, (b) shall have no personal liability with respect thereto (such liability being limited to such person's interest in the Project), and (c) without limiting the provisions of Section 1.4 hereof, shall have no obligation to cure past defaults of SMC as a condition to such continued performance.

SECTION 2. REPRESENTATIONS AND WARRANTIES.

2.1 The Consenting Party represents and warrants that: (a) each of this Consent and the Assigned Agreement is in full force and effect and constitutes the legal, valid and binding obligation of the Consenting Party, except as enforceability may be limited by bankruptcy, insolvency, reorganization, or other similar laws affecting creditors' rights or by equitable principles; and (b) neither of the Consenting Party nor, to the best of the Consenting Party's knowledge, SMC, is in default of any obligation under the Assigned Agreement and neither has any existing counterclaims, offsets or defenses against the other.

SECTION 3. MISCELLANEOUS.

3.1 The Consenting Party shall pay all monies due to SMC under the Assigned Agreement directly to U.S. Bank National Association, as the account bank, to the account specified below (or to such other account as the Collateral Agent may designate):

If payment is made by electronic transfer:

Bank:	U.S. Bank National Association
ABA#:	102000021
Account Name:	Stadium Management Company, LLC Primary Collection Account
Account #:	1013-219
Reference:	Stadium Management Company, LLC Sponsorship Agreement

If payment is made by check:

Make check payable to Stadium Management Company, LLC
and send directly to:

Stadium Management Company, LLC
Department 1070
Denver, Colorado 80256-1070

3.2 All notices required or desired hereunder shall be delivered to the addresses specified on the signature page (unless otherwise directed by a party).

3.3 This Consent shall be binding upon the Parties and their respective successors and assigns. The Consenting Party acknowledges that, to the extent the provisions of the Assigned Agreement require the Consenting Party to obtain the consent of SMC to any assignment or other

transfer of its interest in the Assigned Agreement, SMC is required, under the Credit Agreement, to obtain the prior written consent of certain lenders thereunder prior to consenting to any such transfer or assignment by the Consenting Party.

3.4 No failure or delay by the Collateral Agent in exercising any right hereunder shall operate as a waiver thereof. The rights and remedies herein are cumulative and not exclusive of any rights or remedies the Collateral Agent otherwise may have.

3.5 This Consent may be executed and delivered in counterparts. Counterpart signatures to this Consent may be delivered by electronic mail or fax.

3.6 In case any provision of this Consent shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. In the event of a conflict between this Consent and the Assigned Agreement, the terms of this Consent shall control.

3.7 This Consent shall be construed under and be governed by the laws of the State of Colorado (without giving effect to conflicts of law principles that would direct the application of the law of another jurisdiction).

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Consenting Party, SMC, and the Collateral Agent have caused this Consent to be duly executed and delivered by their duly authorized officers, members or managers, as applicable, as of the date first above written.

COLLATERAL AGENT:

U.S. BANK NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

Address: _____

CONSENTING PARTY:

ARAMARK SPORTS AND
ENTERTAINMENT SERVICES, LLC, a
Delaware limited liability company

By: _____

Name: _____

Title: _____

Address: _____

AGREED AND ACCEPTED:

SMC:

STADIUM MANAGEMENT COMPANY, LLC
a Colorado limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT C

D/M/WBE PLAN

Exhibit C- M/W/DBE Plan

Our client base and the customers we serve represent the full range of diverse populations, and we believe that our local suppliers also should represent the diversity of the communities in which we live and work. We understand that each venue and market is different and that flexibility is key and we take a customized approach to supplier diversity in each unique area we serve.

For our first year at Empower Field at Mile High, we have been working with our program leaders to identify opportunities in two key areas- suppliers and staffing.

Suppliers

We have a centralized, enterprise-wide program focused on identifying appropriate diverse suppliers and ensuring compliance with our clients' expectations. We work with our program leaders to identify suppliers who meet M/W/DBE requirements in each local market and they provide a comprehensive list of suppliers in market who provide services and products that we use at each venue. They also track our usage of M/W/DBE businesses in market.

- Aramark has approximately 6,300 relationships with small businesses and other diverse suppliers or subcontractors, including over 1,750 relationships with M/WBEs across the enterprise.
- To support its diverse supplier outreach and engagement efforts, Aramark is a corporate member of the National Minority Supplier Development Council (NSMDC) and Women's Business Enterprise National Council (WBENC).
- Aramark also tracks 16 small and diverse owned business categories as part of our comprehensive spend analysis process, including minority, women, veteran, LGBTQ, native Alaskan, and disabled.
- In North America, Aramark's annual spend with small businesses and diverse suppliers exceeded \$662 million in FY2017, including over \$315 million with M/WBEs.

We are currently establishing vendors who fall into the M/W/DBE categories that can provide us with products we use in our operation and will track those efforts throughout our first year of operation. We have several vendors who meet the requirements currently being signed up as vendors.

We currently work with the following local vendors who have had a role in the food and beverage operation previously:

- City Pop
- Observe
- Mile High Kettle Corn
- Angelos Italian

Additionally we have recently added new local vendors who will be with us for the upcoming year:

- Maine Shack
- Biker Jim

- GQ BBQ
- Mini Doughnuts
- Wyly Coyote Concessions (local and woman owned)

Our new partners are eligible for M/W/DBE certification and we are providing support and assistance to those who don't currently have the certification to complete the process. We will plan to follow a similar process with any other future partners that we identify that need assistance in gaining certification. We will continue to source local partners who can add value to the fan experience and our menus. We will evaluate each of our current partners annually to ensure that the agreements are benefitting all parties. Our partnership with local chef Frank Bonanno will also be leveraged to examine further opportunities in this area.

Staffing and Community

- Guidestar has sent us a list of all the registered non-profit groups in the state of Colorado. We have sent out an email to the 985 groups inviting them to learn more about the opportunities to fundraise through Aramark. To date we have over 70 groups signed up to volunteer with us and plan to continue to grow that number.
- We are using two certified M/W/DBE staffing agencies- Denver Event Staffing and Snelling staffing that we use is also M/WBE. Both of these are agencies we have built strong partnerships with and utilized the last 3 years in Denver. They represent 2 of our 3 "top agencies" that provide us with quality temp workers These agencies will be used at Mile High throughout the Broncos season as we continue to build our NPO base for Concessions.
- We have a program including various elements- volunteering, teaching cooking classes, and hiring culinary staff for our team at SWIC (Southwest Improvement Council), at their community center. We plan to continue that relationship and expand it to add additional focus on the teaching and hiring aspects of our involvement to provide employment opportunities in culinary roles with varying degrees of skill sets. We also plan to investigate any other similar opportunities to engage with local community centers around the city over the course of the upcoming year.
- We plan to establish a partnership with a local food bank. We will be working with We Don't Waste to set up donations of food based on their needs and our ability to provide various types of leftover foodstuffs that conform to local health department safe food service requirements.

Program Oversight

We have named Frances Winn, our Concessions Operations Manager, as the leader and coordinator of our efforts to successfully execute this plan and lead continued efforts to identify further opportunities to engage local businesses and M/W/DBE partnerships.

EXHIBIT D

PREMIUM CONCESSIONS SUPPLEMENT

This is a Supplement (“Supplement”) to the Amended and Restated General Concession Management and License Agreement, dated as of September 12, 2019 (the “Agreement”), by and among STADIUM MANAGEMENT COMPANY, LLC, a Colorado limited liability company (“SMC”), the METROPOLITAN FOOTBALL STADIUM DISTRICT, a body corporate and politic and a political subdivision of the State of Colorado (the “District”), and ARAMARK SPORTS AND ENTERTAINMENT SERVICES, LLC, a Delaware limited liability company (“Concessionaire”). All capitalized terms used and not otherwise defined herein shall have the same meaning as set forth in the Agreement.

In the event that SMC exercises its right set forth in Section 12.4 of the Agreement to have Concessionaire provide those services provided by Premium Concessionaire under the Premium Concessionaire Agreement, then upon such notice by SMC to Concessionaire (the “Triggering Notice”), the Agreement will be deemed modified as follows:

A. Grant of Additional Rights. SMC and the District grant Concessionaire the exclusive right to manage, (i) operate and provide all Concessions and Catering in the Executive Suites and the Executive Suites Concourses, (ii) operate and provide all Concessions and Catering to the Club Lounges and Champions Club to the extent, and during those Events, designated by SMC, and (iii) to provide Concessions and Catering at Premium Concessionaire Events (which shall be designated by SMC). Sections 10.1.1, 10.1.8, and the final sentence in Section 10.1 of the Agreement are deemed deleted in their entirety. However, all remaining Exclusions in Section 10.1 of the Agreement shall continue to apply, and the following is added to the Exclusions:

A.1. Ten percent (10%) of the Executive Suite Catered Events (excluding Executive Suite Catered Events at the Executive Suites granted to PDB and the District) 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.

B. Executive Suite Catered Events. Concessionaire acknowledges that, except for certain rights reserved by the District under the Lease pertaining to a limited number of Executive Suites, SMC has the sole and exclusive right to grant licenses to use the Executive Suites during Home Games, Field Events and Non-Field Events. Upon Concessionaire’s request, within thirty (30) days prior to the commencement of each NFL Season during the Term, SMC shall provide the Concessionaire with a listing of Executive Suite licensees (“Executive Suite Licensees”), which listing shall include a contact person, telephone number, facsimile number and Executive Suite number for each such Executive Suite Licensee, to the extent that such Executive Suite Licensee has provided SMC with such information. Executive Suite Licensees may contract with Concessionaire for the provision of Catering at any Catered Event in an Executive Suite. Concessionaire shall coordinate menu selection, quantities and Catering services to be provided at each such Catered Event directly with each such Executive Suite Licensee. Concessionaire shall provide SMC with a copy of the agreement for such Catering services with respect to such Catered Event at any Executive Suite within three (3) Business Days prior to such Catered Event. In addition, in the event any amendments, supplements or modifications are made to such agreement for services,

Concessionaire shall promptly provide SMC with a copy of such agreement for services as amended, supplemented or modified.

C. Stadium Catered Events. All other Premium Concessionaire Events shall be scheduled and booked by SMC. SMC may establish terms and conditions for all Catered Events conducted pursuant to this Supplement, which Concessionaire must comply with.

D. Concessionaire's Obligations. Concessionaire shall (i) manage, operate, and provide all Concessions and Catering in the Executive Suites and the Executive Suites Concourses (to the extent Catering has been requested by Executive Suite Licensees), (ii) provide all Concessions and Catering in the Club Lounges and Champions Club to the extent, and at those Events, designated by SMC, and (iii) provide Concessions and Catering at Premium Concessionaire Events in accordance with the provisions hereof. Section 11.1 of the Agreement is deemed modified accordingly. In addition to the other special SMC and District concessions listed in Section 11.2 of the Agreement, at the request of SMC or the District, Concessionaire shall provide Catering to the PDB Executive Suite and the District Executive Suite at Concessionaire's actual cost plus ten percent (10%).

E. Incorporation into Agreement. The services performed under this Supplement are deemed part of the Concessions and Catered Events (as applicable), and part of the Foodservices and Obligations, as those terms are defined in the Agreement. In particular, the proceeds from such activities shall be included when calculating the Gross Receipts, F&NAB Net Profits, and total Net Profits (and associated Commissions, F&NAB Net Profit Payments, and Bonus Compensation payable thereon) under Article 26 of the Agreement, and the expenses associated with these services deemed part of the Direct Operating Costs. The Approved Budget and estimated F&NAB Net Profits and Net Profits determined in accordance with Article 26 of the Agreement will be recalculated at the time that SMC provides its Triggering Notice, to account for the additional services and obligations. Except as otherwise specified, all terms set forth in the Agreement shall apply to the services, obligations, and rights performed or granted under this Supplement. All terms related to the Equipment and Improvements in the Agreement shall also apply to any Equipment and Improvements provided or acquired for use in carrying out the supplemental services hereunder. Any additional Concessionaire's Investment related to these services must be agreed upon in good faith by the Parties. SMC may require Concessionaire to carry additional insurance coverage in an amount that reasonably reflects the increased duties of Concessionaire at any time following the Triggering Notice.

F. Additional Annual Suite Rights Payment. In addition to all amounts due under Article 26 and elsewhere in the Agreement, Concessionaire shall pay to SMC the amount of \$150,000.00 annually for the rights granted under this Supplement, which shall be due in advance within 10 days of the Triggering Notice and thereafter on each anniversary of the Triggering Notice during the Term. This additional payment shall not be considered a Direct Operating Cost or part of Concessionaire's Investment.

EXHIBIT E

PERFORMANCE BOND

CNA INSURANCE COMPANIES

CNA Plaza, Chicago, IL 60685

PERFORMANCE BOND

Form to be Used When Bonding Specified Term
of a Multi-Year Contract

(Page 1 of 2)

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: That, Aramark Sports and Entertainment Services, LLC
(hereinafter called Principal) as Principal and
The Continental Insurance Company a corporation duly organized
under the laws of the _____ of _____ PA _____ and duly authorized and
licensed to do business in the _____ of _____ CO _____
(hereinafter called Surety), as Surety, are held and firmly bound unto
Stadium Management Company, LLC and Metropolitan Football Stadium District, and PDB Sports, Ltd.
(hereinafter called the Obligor), as Obligor, in the full and just sum of
One Million Dollars and 00/100 DOLLARS,
(\$1,000,000.00) to the payment of which sum, well and truly to be made, the said Principal
and Surety bind themselves, their and each of their heirs, administrators, executors, successors and
assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a certain written contract with the above
mentioned Obligor dated February 22, 2019 for General Concession Management
and License Agreement

for a period of _____ years which contract is hereby referred to and made a part
hereof as fully and to the same extent as if copied at length herein, and

WHEREAS, the Obligor has agreed to accept a bond guaranteeing the performance of said contract for
the specified contract period.

NOW, THEREFORE, if Principal shall faithfully perform such contract or shall indemnify and save
harmless the Obligor from all cost and damage by reason of Principal's failure so to do, then this
obligation shall be null and void; otherwise it shall remain in full force and effect.

CNA

For All the Commitments You Make®

PERFORMANCE BOND

(Page 2 of 2)

PROVIDED, HOWEVER, that this bond is subject to the following conditions and provisions:

1. This bond is for the term beginning February 22, 2019 and ending February 21, 2020.
2. In the event of default by the Principal in performance of the contract during the term of this bond the Surety shall be liable only for the loss to the Obligor for actual excess costs of performance of the contract up to the expiration of the term of this bond and in no event shall the liability of the Surety exceed the penal sum stated in this bond.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be instituted or maintained against the Surety under this instrument unless same be brought or instituted and process served upon the Surety within one year after the expiration of the term of this bond.
4. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a performance bond for subsequent terms under said contract shall constitute loss to the Obligor recoverable under this bond.
5. The bond may be extended for additional terms at the option of the Surety, by continuation certificate executed by the Surety and the Principal but regardless of the number of extensions for additional terms and the number of premiums which shall be payable or paid, the liability of the Surety hereunder shall not be cumulative from year to year nor period to period.
6. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligor named herein or the heirs, executors, administrators or successors of the Obligor.

Signed and sealed this 18th day of June, 2019.

Aramark Sports and Entertainment Services, LLC
(Principal)

The Continental Insurance Company
(Surety)

By: _____

By: _____
Attorney-in-Fact