

Denver Broncos Stadium 2001

SMC - Stadium Management Corporation, 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.

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BRONCOS STADIUM 2001
Stadium Management Corporation, LLC.

SPILL PREVENTION PROGRAM

September 12, 2000

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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 the Stadium Management Corporation, LLC. for the new Denver Broncos NFL Stadium which will be opened August, 2001.

This program will be developed, enhanced and updated on a regular basis throughout the life of the stadium by Stadium Management Corporation, LLC.

A regularly scheduled review process will be initiated to update this Spill Prevention Program and the employees of the Stadium Management Corporation, 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 new stadium without proper and prior approval by the governing authorities.

Responsibility Assignments

The Director of Stadium Operations and his staff, will be responsible for implementing any plan, procedure and/or directives 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 to 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 possibility 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 Area's
- ✓ 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. As we get closer to a move in date, we will be able to make such a list.

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 is 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 any 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 effected 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 employee's 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.

New 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 valves 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 the 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.

EXHIBIT A
CONSENT AND AGREEMENT

This requirement has been waived by Lender and therefore, is not applicable.

EXHIBIT B
OPINION LETTER

This requirement has been waived by Lender and therefore, is not applicable.

EXHIBIT C

Minority and Women Owned Business Participation Plan and Philosophy

Epicurean Catering believes in supporting local businesses and organizations that represent the ethnic diversity of Denver. One of our core principles is to *Always Buy Colorado*. In a specialized field such as catering we find it is a unique advantage to utilize small local specialty companies that produce authentic ethnic cuisine and products and incorporate them into our presentations. As stated in our response to the RFP, 25% of our current suppliers qualify as MBE/WBE. Our Plan is to maintain that same level of participation and to steadily increase that level where possible.

Epicurean has the flexible purchasing program that allows it to add any vendor at any time. As a result, Epicurean Catering is able to build relationships with smaller local companies that provide specialty products. Such capability affords minority and women owned businesses to participate in our business. We plan to continue to build such relationships with all local businesses including minority and women owned businesses. For example, we order sushi from a local sushi restaurant owned by an Asian Family. Southwestern or Mexican food is ordered from a local restaurant owned and operated by a local Hispanic family. When the need is for authentic BBQ, we use one of the best-known local restaurants owned by a prominent African American family. When we need temporary staff our primary resource is a local women owned business. Our paper supply company is also a local woman owned business.

Furthermore, whenever reasonably possible, Epicurean plans to heed to the suggestions and recommendations of the District for the participation of a particular minority or woman owned business supplier or vendor of quality products or services.

Our commitment does not stop there. Internally 43% of our upper and middle management are women. 33% of our total workforce is of Hispanic, Asian or African American descent. We are Equal Opportunity Employers and recognize individuals based on merit and ability. Epicurean intends to maintain these same policies and procedures at the New Stadium.

EXHIBIT D

Pre-Opening Budget

Salaries and Wages	\$53,000	
Professional Fees	75,000	
Advertising and Promotional Costs	25,000	
Staff Hiring Costs	3000	
Training Costs	6000	
Opening Celebration Costs	<u>20000</u>	
Sub-total	\$182,000	
Less Overage	<u>32000</u>	
Total		\$150,000

EXHIBIT F

GUARANTY AGREEMENT (Premium Concession Management and License Agreement)

THIS GUARANTY AGREEMENT ("Guaranty") is given effective as of the 28th day of October, 1999, by **EPICUREAN CATERING, LLC**, a Colorado limited liability company ("Guarantor"), for the benefit of **the METROPOLITAN FOOTBALL STADIUM DISTRICT**, a body corporate and politic and a political subdivision of the State of Colorado (the "District") **STADIUM MANAGEMENT COMPANY, LLC**, a Colorado limited liability company ("SMC") and **PDB SPORTS, LTD.**, a Colorado limited partnership ("PDB").

RECITALS

A. The District, SMC, PDB and Epicurean Entertainment, LLC d/b/a Epicurean Sports Enterprises, LLC, a Colorado limited liability ("Premium Concessionaire") have entered into that certain Premium Concession Management and License Agreement dated as of October 28, 1999 (the "License Agreement") pertaining to the management and operation of Catering services at the new football stadium located at 1700 Eliot Street, Denver, Colorado and commonly known as INVESCO Field at Mile High.

B. Premium Concessionaire is a wholly-owned subsidiary of Guarantor and Guarantor desires to have Premium Concessionaire enter into the License Agreement with the District, SMC and PDB.

C. The District, SMC and PDB are unwilling to enter into the License Agreement with Premium Concessionaire unless payment of the Premium Concessionaire's liabilities and any other sums arising under the License Agreement and the performance of Premium Concessionaire's obligations under the License Agreement are unconditionally, independently, and directly guaranteed by Guarantor pursuant to the terms of this Guaranty.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, and to induce the District, SMC and PDB to enter into the License Agreement, Guarantor hereby undertakes and agrees as follows:

1. **Guaranty of Payment.** This Guaranty is a guaranty of payment and not of collection. Guarantor hereby unconditionally and irrevocably guarantees to the District, SMC and PDB the payment when due of all indebtedness now or hereafter arising under or identified in the License Agreement, as the same may be amended or modified, including but not limited to payment of all Obligations, as defined in the License Agreement.

indebtedness evidenced by the License Agreement; or (iii) any failure by the District, SMC or PDB or anyone acting on their behalf to perfect or continue any lien or security interest upon any collateral given at any time to secure the repayment of said indebtedness.

(b) This Guaranty shall remain and continue in full force and effect notwithstanding the institution by or against Premium Concessionaire or any of its officers, directors, shareholders, partners, members or managers, of bankruptcy, reorganization, readjustment, receivership, or insolvency proceedings of any nature. In the event any payment by or on behalf of Premium Concessionaire to the District, SMC and/or PDB is held to constitute a preference under federal bankruptcy laws, or if for any other reason the District, SMC and/or PDB is required to refund such payment or pay the amount thereof to any other party, such payment by or on behalf of Premium Concessionaire to the District, SMC and/or PDB shall not constitute a release of Guarantor from any liability hereunder, but Guarantor agrees to pay such amount to the District, SMC and PDB upon demand if such amount is included within the obligations hereby guaranteed.

9. Representations and Warranties. Guarantor hereby represents, warrants and covenants as follows:

(a) Guarantor is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Colorado, and is duly qualified to do business and in good standing under the laws of the State of Colorado.

(b) Guarantor is the sole member of Premium Concessionaire.

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

(d) Guarantor's execution, delivery and performance of this Guaranty will not conflict with, contravene, violate or result in a material breach of any order or agreement to which Guarantor is bound.

(e) No consent of or notice to any other Person or Governmental Authority is required in connection with Guarantor's execution, delivery and performance of this Guaranty other than the consents obtained by Guarantor.

(f) 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 Guarantor which could individually or, in the aggregate, reasonably be expected to have a material adverse effect upon the Guarantor's ability to perform its obligations hereunder.

(g) Guarantor 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.

(h) The audited balance sheet and income statement of the Guarantor dated December 31, 1999 and the interim balance sheet and income statement of Guarantor dated December 31, 2000, previously delivered to the District and SMC are 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 Guarantor's financial condition has not materially and adversely changed since December 31, 2000. Except as expressly reflected in such financial documents, Guarantor currently has no material liabilities or obligations of any nature.

10. **Use of Records.** The books and records showing the Premium Concessionaire's account with the District, SMC and PDB shall be admissible in evidence in any action or proceeding as *prima facie* proof of the items therein set forth.

11. **Binding Effect.** This Guaranty shall inure to the benefit of the District, SMC and PDB and any of their respective successors or assigns, and, subject to the provisions of Section 16, shall be binding upon Guarantor and its successors, and assigns. Guarantor's obligations hereunder shall continue in full force notwithstanding the Transfer (as hereinafter defined) or attempted Transfer of Guarantor's interest in Premium Concessionaire.

12. **Applicable Law; Severability.** This Guaranty shall be construed and enforced in accordance with the laws of the State of Colorado. Wherever possible, each provision of this Guaranty shall be interpreted so as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Guaranty.

13. **Consent to Jurisdiction.** Guarantor hereby irrevocably consent to the non-exclusive jurisdiction of the state and federal courts of the State of Colorado for all purposes in connection with this Guaranty.

14. **Jury Waiver. WAIVER OF TRIAL BY JURY--GUARANTOR AND THE DISTRICT, SMC AND PDB (EACH BY THEIR ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG THE DISTRICT, SMC, PDB AND GUARANTOR ARISING OUT OF OR IN ANY WAY RELATED TO THIS GUARANTY OR ANY OTHER DOCUMENT REFERENCED HEREIN. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE DISTRICT, SMC AND PDB TO ENTER INTO THE LICENSE AGREEMENT WITH PREMIUM CONCESSIONAIRE.**

15. **Number.** Wherever appropriate in this Guaranty, the singular shall be interpreted as the plural in the event that there are multiple guarantors hereunder.

16. **Joint and Several Liability.** If two or more guarantors execute this Guaranty, each Guarantor shall be jointly and severally liable hereunder or thereunder.

17. **Assignment and Transfer Restrictions.** Without the prior written consent of the District and SMC which may be withheld in their sole and absolute discretion, Guarantor shall not, either voluntarily or by operation of law, assign, encumber, pledge, hypothecate or otherwise transfer any interest in this Guaranty, or any part thereof, or any interest in Premium Concessionaire (any such assignment, encumbrance, pledge, hypothecation, or transfer is hereinafter referred to as a "Transfer"). For purposes of this Guaranty, the term "Transfer" shall also include (a) if Guarantor 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 Guarantor 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 Guarantor, 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 Guarantor (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 Guarantor's net assets. Any Transfer or attempted Transfer by Guarantor in contravention of the provisions of this Section shall be null, void, and of no effect and shall constitute a breach of this Guaranty and a breach of the License Agreement.

IN WITNESS WHEREOF, the undersigned Guarantor has executed this Guaranty as of the date first written above.

GUARANTOR:

EPICUREAN CATERING, LLC, a Colorado
limited liability company

By: _____

Name: _____

Title: _____

STATE OF COLORADO

)

) ss.

CITY AND COUNTY OF DENVER

)

The foregoing instrument was acknowledged before me this 25th day of May, 2001, by _____, as _____ of
EPICUREAN CATERING, LLC, a Colorado limited liability company

WITNESS my hand and official seal.

My commission expires: _____

Notary Public