

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made and entered into this ____ day of _____, 2010, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **WORK OPTIONS FOR WOMEN**, a nonprofit corporation authorized to do business in the State of Colorado, with offices located at 1200 Federal Boulevard, Denver, Colorado 80204 (the "Concessionaire").

WITNESSETH:

WHEREAS, the City leases from the Denver Public Facilities Leasing Trust 2005A certain real property and leasehold improvements located in the southeast corner of Federal Boulevard and West Holden Place in Denver, Colorado (the "Property") pursuant to a Lease Purchase Agreement No. 2005A (Human Services Center Properties) dated August 9, 2005 (the "DPFLT Master Lease"); and

WHEREAS, the City granted certain concession rights to the Concessionaire under a Concession Agreement dated December 28, 2006, to conduct cafeteria operations on the Property (the "Concession Agreement"); and

WHEREAS, the parties now desire to amend the Concession Agreement, extend its term for an additional five (5) years, modify the concession space to be used by the Concessionaire, and modify certain other terms of the Concession Agreement as set forth below;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

1. Paragraph 1 of the Agreement, entitled "**CONCESSION RIGHTS GRANTED**", is hereby deleted in its entirety and restated to read as follows:

1. **CONCESSION RIGHTS GRANTED**: The City hereby grants to the Concessionaire, within the Human Services Center, subject to all of the terms, covenants and conditions of this Concession Agreement, the right, privilege and obligation to occupy, equip, furnish, operate and maintain a cafeteria in and upon the portion of the Property more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Concession Space"). Effective January 1, 2010, Exhibit A is hereby replaced and superseded with Exhibit A-1 attached to the

DL-539-A

Amendatory Agreement and incorporated herein by this reference. All references to "...Exhibit A..." in the original Agreement shall be amended to read: "...Exhibits A and A-1, as applicable...".

The Concessionaire agrees that its use of the Concession Space locations shall be only for the purposes of offering for sale at the Human Services Center food and beverage services and for all other food services training purposes with prior written notice thereof to the City's Manager of Human Services, and for no other purposes, unless otherwise authorized in writing by the City's Manager of Human Services (the "Manager"), or her authorized representative.

The Concessionaire agrees that during hours of the day when it is not operating its cafeteria, the City may make use of the seating area portion of the Concession Space for such purposes as a staff break room and a special functions meeting room.

The Manager, or her authorized representative, shall be responsible for administering this Agreement for the City and will serve as the Concessionaire's point of contact in regard to its day to day operations.

The Parties agree that approval of special counsel as defined in the DPFLT Master Lease shall be a condition precedent to the effectiveness of this Amendment to Concession License pursuant to Section 13.2 of the DPFLT Master Lease. Concessionaire agrees that if the City, with the prior approval of the Concessionaire, the Manager, the Department of Law, and the City's outside legal special counsel, constructs or designates additional areas for occupancy and use by Concessionaire for the operation of cafeteria facilities or for the sale of food and beverages during the term hereof, Concessionaire shall thereafter develop and operate, at Concessionaire's sole cost and expense, and in accordance with the covenants and performance standards herein provided, any such facilities as if part of the original Concession Space hereunder. The parties hereto agree that Exhibit A or Exhibit A-1 to this Concession Agreement may be supplemented by filing with the City Clerk a supplemental Exhibit A or Exhibit A-1 which reflects such additional areas, signed as approved by the Concessionaire and the Manager, without the requirement of a formal amendment to this Agreement."

2. Paragraph 2 of the Agreement, entitled "**TERM**", is hereby deleted in its entirety and restated to read as follows:

2. **TERM**: The term of this Concession Agreement shall commence on the first day of January, 2005 (the "Commencement Date") and shall expire on the 31st day of December, 2014 (the "Expiration Date"), unless sooner terminated pursuant to the terms of this Concession Agreement.

If, however, the Master Lease is terminated for any reason prior to the expiration or sooner termination of this Concession Agreement, then the term of this

Concession Agreement shall terminate as of the date of termination of the Master Lease. The City agrees it will use its best efforts to provide notice to the Concessionaire of any such termination.”

3. Paragraph 12 of the Agreement, entitled “**CONSTRUCTION OF IMPROVEMENTS**”, is amended as follows:

A. Effective January 1, 2010, Exhibit B is hereby replaced and superseded with Exhibit B-1 attached to this Amending Agreement and incorporated herein by this reference. Effective as of January 1, 2010, Exhibit B will have no further force or effect. All references to “...Exhibit B...” in the original Agreement shall be amended to read: “...Exhibits B and B-1, as applicable...”.

B. The references in subparagraph B, on page 16, line one, to the “... Mayor’s Office of Contract Compliance...” are hereby amended to read “... Division of Small Business Opportunity...”.

C. Subparagraph D is hereby deleted in its entirety and restated to read as follows:

“ (1) **General Conditions:** Each contractor entering into a contract for the Improvements will secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Each such contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for eight (8) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-”VIII or better. Each policy shall contain a valid provision or endorsement stating “Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.” Additionally, each Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the contractor. Each contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum

requirements, and these requirements do not lessen or limit the liability of the contractor(s). Each contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

(2) **Additional Insureds:** For Commercial General Liability and Auto Liability, each contractor and subcontractors' insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

(3) **Waiver of Subrogation:** For all coverages, each contractor's insurer shall waive subrogation rights against the City.

(4) **Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) under an agreement with a contractor for the Improvements shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the contractor. Each contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Each contractor will provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

(5) **Workers' Compensation/Employer's Liability Insurance:** Each contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. If an exposure exists, the U.S. Longshore and Harborworkers Compensation Act endorsement shall be attached to the policy. Each contractor will expressly represent to the City that none of the contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date contractor executes an agreement for any Improvements.

(6) **Commercial General Liability:** Each contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate. Aggregate limits to be "per project" or "per location".

(7) **Business Automobile Liability:** Each contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

(8) **Builders' Risk or Installation Floater:** Each contractor shall maintain limits equal to the completed value of the project. Coverage shall be written on an all risk, replacement cost basis including coverage for soft costs, flood and earth movement, if in a flood or quake zone, and, if applicable, equipment breakdown including testing. Each contractor is responsible for payment of all policy deductibles. The City and County of Denver, all contractors, and all sub-contractors shall be named insureds under the policy. Policy shall remain in force until acceptance of the project by the City.

(9) **Additional Provisions:**

(a) For Commercial General Liability, the policies must provide the following:

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs in excess of policy limits;
- (ii) A severability of interests, separation of insureds or cross liability provision; and
- (iii) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(b) For claims-made coverage:

- (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier

(c) Each contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At its own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, each contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force."

D. Subparagraph E is hereby deleted in its entirety and restated to read as follows:

“E. **Proof of Insurance:** Each contractor shall provide a copy of this Agreement to its insurance agent or broker. No Contractor may commence work on any Improvements prior to placement of coverage. Each Contractor will that the certificate of insurance attached as part of the contract documents, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City’s contract number be referenced on the Certificate. The City’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of any contractor’s breach of this Agreement or of any of the City’s rights or remedies under this Agreement. The City’s Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.”

4. Paragraph 21 of the Agreement, entitled “**INDEMNIFICATION**”, is hereby deleted in its entirety and restated to read as follows:

“21. **DEFENSE AND INDEMNIFICATION**

A. Concessionaire hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Concessionaire or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

B. Concessionaire’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Concessionaire’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

C. Concessionaire will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive

remedy.

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Concessionaire under the terms of this indemnification obligation. The Concessionaire shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

E. This defense and indemnification obligation shall survive the expiration or termination of this Agreement."

5. Paragraph 22 of the Agreement, entitled "**INSURANCE**", is hereby deleted in its entirety and restated to read as follows:

"22. **INSURANCE:**

A. General Conditions: Concessionaire agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Concessionaire shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement stating "Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior." Additionally, Concessionaire shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Concessionaire. Concessionaire shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Concessionaire. The Concessionaire shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

B. Proof of Insurance: Concessionaire shall provide a copy of this Agreement to its insurance agent or broker. Concessionaire may not commence services or work relating to the Agreement prior to placement of coverage. Concessionaire certifies that the certificate of insurance attached as Exhibit C, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the

Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Concessionaire's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

c. **Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella, Concessionaire and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

d. **Waiver of Subrogation:** For all coverages, Concessionaire's insurer shall waive subrogation rights against the City.

e. **Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Concessionaire. Concessionaire shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Concessionaire agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

f. **Workers' Compensation/Employer's Liability Insurance:** Concessionaire shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Concessionaire expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Concessionaire's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Concessionaire executes this Agreement.

g. **Commercial General Liability:** Concessionaire shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

h. **Business Automobile Liability:** Concessionaire shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement

i. **Property Insurance:** Lessee shall provide 100% replacement cost for Lessee's tenant improvements and personal property. Coverage to be written on a

Covered Cause of Loss - Special Form, replacement cost coverage.

j. Additional Provisions:

(a) For Commercial General Liability and Excess Liability, the policies must provide the following:

(iii) That this Agreement is an Insured Contract under the policy;

(iv) Defense costs in excess of policy limits;

(iii) A severability of interests, separation of insureds or cross liability provision; and

(v) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(vi) No exclusion for sexual abuse or molestation.

(c) For claims-made coverage:

(i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier

(c) Concessionaire shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Concessionaire will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.”

6. Paragraph 36 of the Agreement, entitled “VENUE, GOVERNING LAW”, is hereby deleted in its entirety and restated to read as follows:

“36. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District.”

7. Paragraph 43 of the Agreement, entitled "**NOTICES**", is hereby deleted in its entirety and restated to read as follows:

"43. **NOTICES**: All notices required to be given to the Concessionaire hereunder shall be given by certified or registered mail, addressed to the Concessionaire at the address provided above; all notices required to be given to the City hereunder shall be given by certified or registered mail, addressed to the Manager of Human Services, 1200 North Federal Boulevard, Denver, Colorado 80204, the Director of Public Office Buildings, 201 West Colfax Avenue, Dept. 904, Denver, Colorado 80202, and the Director of Asset Management, 201 West Colfax Avenue, Dept. 1012, Denver, Colorado 80202. All notices required to be given to the Corporation/Lessor hereunder shall be given by certified or registered mail addressed to Denver Public Facilities Leasing Trust 2005A, c/o UMB Bank, n.a., as Trustee, 1670 Broadway, Denver, Colorado 80202, Attention: Corporate Trust & Escrow Services. Any of the parties may designate in writing from time to time substitute addresses or persons in connection with the said notices."

8. Paragraph 50 of the Agreement, entitled "**ACKNOWLEDGEMENT BY LESSOR UNDER MASTER LEASE**", is hereby deleted in its entirety and restated to read as follows:

"50. **ACKNOWLEDGMENT BY LESSOR UNDER MASTER LEASE**: This Concession Agreement is made with the full knowledge and consent of Lessor under the Master Lease. This Concession Agreement shall not be effective until the Lessor under the Master Lease has delivered its written consent to the terms and conditions of this Concession Agreement to the City by signing the last page hereof."

9. A new Article 54 is hereby added to the Agreement reading as follows.

"54. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:

A. This Agreement is subject to Article 17.5 of Title 8, Colorado Revised Statutes, and any amendments (the "Certification Statute"). The Concessionaire is liable for any violations as provided in the Certification Statute.

B. The Concessionaire certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

(2) It will participate in either the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., or the employment verification program established by the Colorado Department of Labor and Employment under § 8-17.5-102(5)(c), C.R.S. (the "Department Program"), to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

C. The Concessionaire also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) It shall not enter into a contract with a sub-consultant or subcontractor that fails to certify to the Concessionaire that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program or the Department Program.

(4) It is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement.

(5) If it obtains actual knowledge that a sub-consultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such sub-consultant or subcontractor and the City within three (3) days. The Concessionaire will also then terminate such sub-consultant or subcontractor if within three (3) days after such notice the sub-consultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the sub-consultant or subcontractor provides information to establish that the sub-consultant or subcontractor has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S.

10. The DPFLT Master Lease allows subleasing of portions of the Human Services Center Properties to charitable organizations that are Internal Revenue Code Section 501(c) (3) organizations. The Concessionaire hereby affirms, by execution of the certificate attached to this Amending Agreement marked as **Exhibit D** and incorporated herein by reference, that its 501(c)(3) status has not been revoked, rescinded or adversely amended and that, as of the date of execution of this Amending Agreement which is written on page one above, it meets certain other obligations

under the Concession Agreement concerning the Concessionaire's tax exempt status and Concession rights under the Concession Agreement, as amended herein.

11. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

12. This Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

13. This Amendment shall be executed in two (2) counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendatory Agreement as of the date first written above.

ATTEST:

CITY AND COUNTY OF DENVER

STEPHANIE Y. O'MALLEY, Clerk
and Recorder. Ex-Officio Clerk of the
City and County of Denver

By: _____
Mayor

RECOMMENDED AND APPROVED:

APPROVED AS TO FORM:

DAVID R. FINE, Attorney for the
City and County of Denver

By: _____
Manager of Human Services

By: _____
Director, Division of Real Estate
(formerly known Asset Management)

By: _____
Assistant City Attorney

REGISTERED AND COUNTERSIGNED:

By: _____
Auditor
Contract Control No. RC55006(1)
"CITY"

ATTEST:

WORK OPTIONS FOR WOMEN

Tax (IRS) Identification No. 84-1364292

By: _____
Title: Board Chair
Katherine Phillips

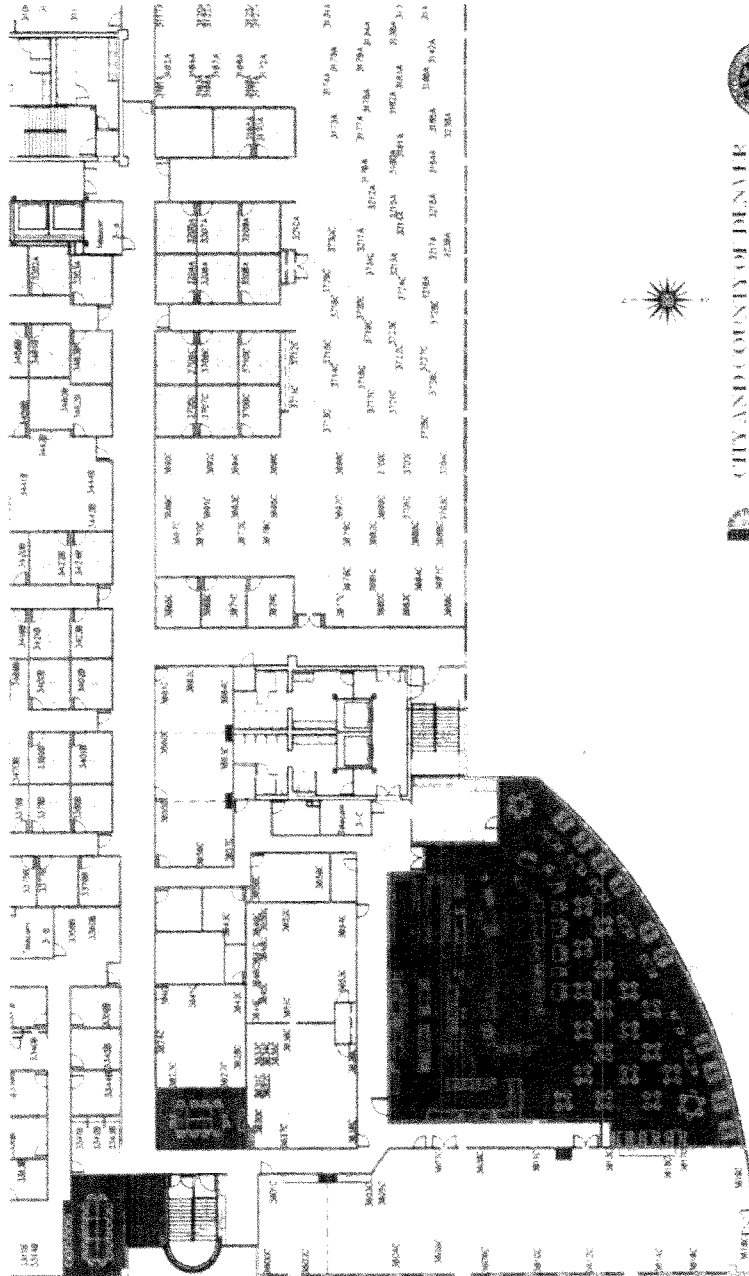
By: _____
EXECUTIVE DIRECTOR
CATHERINE J. HENRY
"CONCESSIONAIRE"

ACKNOWLEDGED AND CONSENTED TO:
DENVER PUBLIC FACILITIES LEASING TRUST 2005A

By: _____
Title: Senior Vice President UMB Bank N.A.
LESSOR UNDER MASTER LEASE

- Exhibit A-1 – Restated Space Map
- Exhibit B-1 – Restated List of Installed Concession Improvements
- Exhibit C – Certificate of Insurance
- Exhibit D - Concessionaire's Certificate with respect to its Concession Rights

EXHIBIT A 1



CITY AND COUNTY OF DENVER
 Department of Human Services
 Castro Building - Third Floor



ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID DES WORKO-1	DATE (MM/DD/YYYY) 01/04/10
PRODUCER Cherry Creek Ins. Agency, Inc. Suite 500 5660 Greenwood Plaza Blvd. Greenwood Village CO 80111 Phone: 303-799-0110 Fax: 303-799-0156		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Work Options for Women Catherine Henry 1200 Federal Blvd Denver CO 80201		INSURERS AFFORDING COVERAGE INSURER A Auto Owners Insurance Company INSURER B Pinnacol Assurance INSURER C INSURER D INSURER E	NAIC # 18988 41190

COVERAGES							
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR ADD'L	LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	7405870009	07/01/09	07/01/10	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COM/OP AGG \$ 2000000 Liquor 100000
A			AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	7405870009	07/01/09	07/01/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
A			EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	4805870000	07/01/09	07/01/10	EACH OCCURRENCE \$ 2000000 AGGREGATE \$ 2000000 \$ \$ \$
B			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	4006542	10/01/09	10/01/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500000 E.L. DISEASE - EA EMPLOYEE \$ 500000 E.L. DISEASE - POLICY LIMIT \$ 500000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

*10 day notice of cancelation for non-payment of premium. As required by written contract or written agreement, the Certificate Holder is included as Additional Insured with a Waiver of Subrogation in favor of the Additional Insured, with respect to the General & Automobile Liability & a Waiver of Subrogation in favor of the Additional Insureds applies to Workers' Comp.


CERTIFICATE HOLDER City and County of Denver Department of Human Services 1200 Federal Boulevard Denver CO 80204	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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Exhibit C

EXHIBIT D


**CERTIFICATE OF WORK OPTIONS FOR WOMEN
WITH RESPECT TO ITS CONCESSION RIGHTS
IN THE DENVER HUMAN SERVICES CENTER**

On behalf of Work Options for Women, a nonprofit corporation formed under the laws of the State of Colorado (the "Concessionaire"), the undersigned hereby represents, with respect to the Concessionaire's obligations under a Concession Agreement (Human Services Center Cafeteria), dated December 28, 2006 and amended by an Amendatory Agreement dated as of _____, 2010 to which this certificate is attached, that the Concessionaire:

1. is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended as evidenced by letter dated April 26, 2001 (the "2001 Letter") from the Internal Revenue Service a copy of which is attached hereto as Attachment 1 and which, to the best of our knowledge, has not been revoked, rescinded, amended or otherwise modified;
2. as indicated in the 2001 Letter, is not a "private foundation" as defined in Section 509(a) of the Code;
3. is not the beneficiary of more than \$150,000,000 of outstanding bonds which are neither "qualified hospital bonds" under the Code nor 501(c)(3) bonds issued for hospitals under the Internal Revenue Code of 1954, as amended.

Dated: May 12, 2010

WORK OPTIONS FOR WOMEN,
a Colorado nonprofit corporation, as Concessionaire

By: 
Name: CATHERINE J. HENRY
Title: EXECUTIVE DIRECTOR

Attachment 1 Follows

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: APR 28 2001

WORK OPTIONS FOR WOMEN
1200 FEDERAL BLVD
DENVER, CO 80204

Employer Identification Number:
84-1364292
DLN:
17053090713021
Contact Person:
JAMES JANSEN ID# 31312
Contact Telephone Number:
(877) 829-5500
Our Letter Dated:
March 1997
Addendum Applies:
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Letter 1050 (DO/CG)

Attachment 1
1 of 2

WORK OPTIONS FOR WOMEN

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

A handwritten signature in cursive script that reads "Steven T. Miller".

Steven T. Miller
Director, Exempt Organizations