

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT (“Amendment”) is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, for and on behalf of the Department of Aviation (the **"City"**), and **CI/CP, LLC**, (the **"Concessionaire"**) (collectively, the **"Parties"**).

WITNESSETH:

WHEREAS, the Parties entered into Concession Agreement No. 201737101 (the **"Agreement"**) for the operation of two concessions in Concourse A at Denver International Airport (**"DEN"**) known as Freshens and Panda Express; and

WHEREAS, the Freshens concession is open and operating, but delays caused by the COVID-19 pandemic and changes to DEN's Concessions Master Plan have delayed the development and opening of Panda Express; and

WHEREAS, the Parties are ready to proceed with the new location for the Panda Express concession in the new food court in Concourse A that will be developed concurrently with the concession; and

WHEREAS, the Parties wish to update the terms of the Agreement to give effect to their understanding and negotiations regarding the development and operation of the Panda Express and Concourse A food court; and

NOW, THEREFORE, for and in consideration of the privileges granted by the Agreement and other good and valuable consideration, the sufficiency of which is acknowledged, the Parties hereto agree as follows:

1. The Agreement's Section 1.01 Summary of Contract Provisions is modified to include the new Panda Express location at R17-1-3-W5-S6, with 1,205 sq. ft. and \$750 Total Minimum Capital Investment per sq. ft. The corresponding Premises **Exhibit A**, which contains the entire food court, is attached hereto and incorporated in the Agreement as an additional **Exhibit A**. The prior version of **Exhibit A** depicting the Panda Express concession is hereby deleted. The **Exhibit A** attached hereto is subject to change pending development of the food court; therefore, Section 1.01 and this **Exhibit A** may be modified accordingly by written notice from the City without formal amendment.

2. The Term for the Agreement's Panda Express concession is modified to 10 years, subject to Concessionaire's performance as a Common Area Developer as described in Section 4 below. Therefore, the Panda Express concession's Package Completion Date is modified to August 1, 2025 and Expiration Date is modified to August 1, 2035. The Agreement's Section 1.01 Summary of Contract Provisions is modified accordingly and Section 2.01 JJ. is deleted and replaced with "JJ. **Expiration Date:** July 3, 2027 for Freshens; August 1, 2035 for Panda Express."

3. To compensate for the significant design costs the Concessionaire incurred for the previously expected Panda Express locations, Concessionaire is hereby granted a rent credit of \$130,626.41. This amount will be credited against Concessionaire's Privilege Fee after the Panda Express is Open for Business.

4. A new Section 3.08 FOOD COURT COMMON AREA is added to the Agreement and inserted after Section 3.07 as follows:

“SECTION 3.08 FOOD COURT COMMON AREA

- A. Concessionaire’s operations are part of a food court and will share non-exclusive common use of a seating area with other concessionaires located in the food court. The common seating area is depicted in **Exhibit A** and referred to herein as the **“Common Area.”** City will at all times retain sole ownership in the Common Area and all improvements therein. Except for the non-exclusive rights of entry and use expressly granted by the City under this Agreement, Concessionaire will at no time have and will never make a claim for any property interest or rights to the Common Area, including but not limited to any improvements, fixtures, or furniture therein.
- B. Concessionaire will, together with all food court concessionaires sharing the Common Area (collectively referred to as **“Common Area Developers”**), design, construct, and furnish (altogether **“Develop”** or **“Development”**) the Common Area at the sole, shared cost of the Common Area Developers. Concessionaire will, as a member of the Common Area Developers, collaborate with the other Common Area Developers in performance of all duties necessary to Develop the Common Area to the satisfaction of the City and subject to all approvals and requirements for design and construction under Article X and otherwise required by the City. The prohibitions and covenants regarding liens in Article XI apply to the Common Area to the same extent as the Premises. Failure by Concessionaire to materially perform its respective duties or obligations as a member of the Common Area Developers may, in the sole discretion of the City, be treated as a default under this Agreement subject to all available remedies, including but not limited to liquidated damages under Article VIII and termination under Article XIII.
- C. Concessionaire and every member of the Common Area Developers (through their respective contracts with the City) are jointly and severally liable to the City for the cost and performance necessary to Develop the Common Area. Concessionaire will not demand or cause demand of any compensation from the City for the Common Area, regardless of any unexpected increases in the cost to Develop the Common Area. The cost to Develop the Common Area is additional to the Total Minimum Capital Investment amount listed in Section 1.01 Summary of Contract Provisions. The Common Area Developers will obtain surety in amounts satisfactory to the City to sufficiently guarantee payment and performance of the Common Area Development.
- D. Concessionaire’s performance under this Section 3.08 is material consideration for the Term length. If the City determines that the Concessionaire failed to materially perform any of Concessionaire’s respective obligations and duties as a member of the Common Area Developers, the City may, in addition to any other available remedies for default, reduce the Term and modify the Expiration Date by any amount in the City’s discretion up to three years. Such modification to the Term and Expiration Date will occur in accordance with Section 1.02 without the need for formal amendment. [continued on next page]

E. Concessionaire's rights and obligations regarding entry, use, and maintenance of the Common Area are contained in **Exhibit J Food Court Common Area Rights And Obligations**, attached and incorporated hereto."

5. Section 5.04, subsections C. Commons Area Capital Improvements and D. Commons Area Maintenance are deleted and replaced by the following:

"C. Common Area Maintenance. Concessionaire agrees to be charged and pay the Common Area Maintenance Fee ("CAM Charges") as described and required in **Exhibit J**."

6. The **Exhibit J Food Court Common Area Rights and Obligations** attached hereto is incorporated in the Agreement.

7. The **Exhibit K Equity, Diversity, and Inclusion Plan** (the "EDI Plan") attached hereto is hereby incorporated in the Agreement. Concessionaire will comply with the EDI Plan as attached and as it may be modified in the future by DSBO. The City will monitor Concessionaire's compliance with the EDI Plan. Failure to adhere to any representations, policies, or efforts contained in the EDI Plan, as determined by the City, will amount to default.

8. The **Exhibit F City and County of Denver Insurance Requirements for Department of Aviation Concession Agreement** is hereby incorporated in the Agreement and replaces the previous **Exhibit F**.

9. The Agreement's Section 1.01 Summary of Contract Provisions is further modified to incorporate updated dates and information relative to the changes contemplated herein. The Section 1.01 Summary of Contract Provisions attached hereto contains all updated terms and is hereby incorporated in the Agreement, replacing the prior version.

10. Except as provided herein, all provisions, terms and conditions of the Agreement shall remain in full force and effect as if fully set forth herein.

11. This Amendment to the Agreement shall not be effective or binding on the City until approved and fully executed by all signatories of the City and County of Denver.

**END OF AMENDMENT
SIGNATURE PAGES AND EXHIBITS TO FOLLOW**

Contract Control Number: PLANE-202371259-03
Contractor Name: CI /CP, LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver


By:

By:

By:

Contract Control Number:
Contractor Name:

PLANE-202371259-03
CI /CP, LLC

By:  _____
DocuSigned by:
Donata Ross
040E23865F334D2...

Donata ROSS
Name: _____
(please print)
CEO
Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

**STANDARD FOOD AND BEVERAGE
CONCESSION AGREEMENT
201737101**

This Standard Concession Agreement for the Denver International Airport (“DEN”)’s Concessions Program (“Agreement”) is entered into as of the date stated on City’s signature page, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, for and on behalf of its Department of Aviation (hereinafter “**City**”) Party of the First Part, and **CI/CP, LLC**, a Colorado limited liability company (hereinafter referred to as “**Concessionaire**”), Party of the Second Part (collectively, “**Parties**”).

For and in consideration of the mutual covenants hereof, the Parties do hereby agree as follows:

ARTICLE I. SUMMARY OF CONTRACT PROVISIONS

SECTION 1.01 SUMMARY OF CONTRACT PROVISIONS

City Address for Notices:		Attn: Chief Executive Officer City and County of Denver Department of Aviation Denver International Airport Airport Office Building, 9th Floor 8500 Peña Boulevard Denver, CO 80249-6340					
Concessionaire Address for Notices:		CI /CP, LLC 566 Wells Street, SW Atlanta, GA 30312					
Guarantor Name and Notice Address:		Concessions International, LLC 566 Wells Street, SW Atlanta, GA 30312 City Park Food Services, LLC 3401 Quebec Street, Suite 9350 Denver, CO 80207					
Concession Location(s): See Exhibits A and B:							
Location	Space	Sq. Ft.	Reserved	Min. Invest. per Sq. Ft.	Trade Name	Assets	Hours of Ops
A Conc	R17-2.3E1-S6-1	337.8		\$400	Freshens	See Exhibit I	16
A Conc	R17-1-3-W5-S6	1,205		\$750	Panda Express	See Exhibit I	16
		1,542.8					
Support Space(s):			See Exhibit A:				
	Space	Type Space	Sq. Ft.	Fd. Crt. Sq. Ft.	Compen sational Rate		

Sub-Total:					
Premises Total:	1,542.8 sq. ft.				
Effective Date:	May 21, 2018				
Commencement Date:	July 3, 2019				
Package Completion Date:	Freshens (R17-2.3E1-S6-1): July 3, 2019 Panda Express (R17-1-3-W5-S6): August 1, 2025 ¹				
Expiration Date:	Freshens (R17-2.3E1-S6-1): July 3, 2024 Panda Express (R17-1-3-W5-S6): August 1, 2035 ²				
Support Space Compensation	(X\$ per sq. Ft)				
Privilege Fee	Initial MAPF for Freshens (R17-2.3E1-S6-1): \$282,968.56 Initial MAPF for Panda Express (R17-1-3-W5-S6): \$593,371.16 ³ Percentage Fee for Freshens (R17-2.3E1-S6-1): 15.11% Percentage Fee for Panda Express (R17-1-3-W5-S6): 17%				
Common Maintenance Services:	See Exhibit J				
Common Maintenance Services Fee:	See Exhibit B				
Concession Services	A) N/A				
Concession Services Fee:	\$ 0				
Total Minimum Capital Investment:	Freshens: (337.8 sq. ft. X \$400 = \$135,120) Panda Express: (1,205 sq. ft. X \$750 = \$903,750)				
Joint Marketing Fee Rate:	1 %				
Common Area Capital Improvement and Maintenance Share [Food Court]:	See Exhibit J				

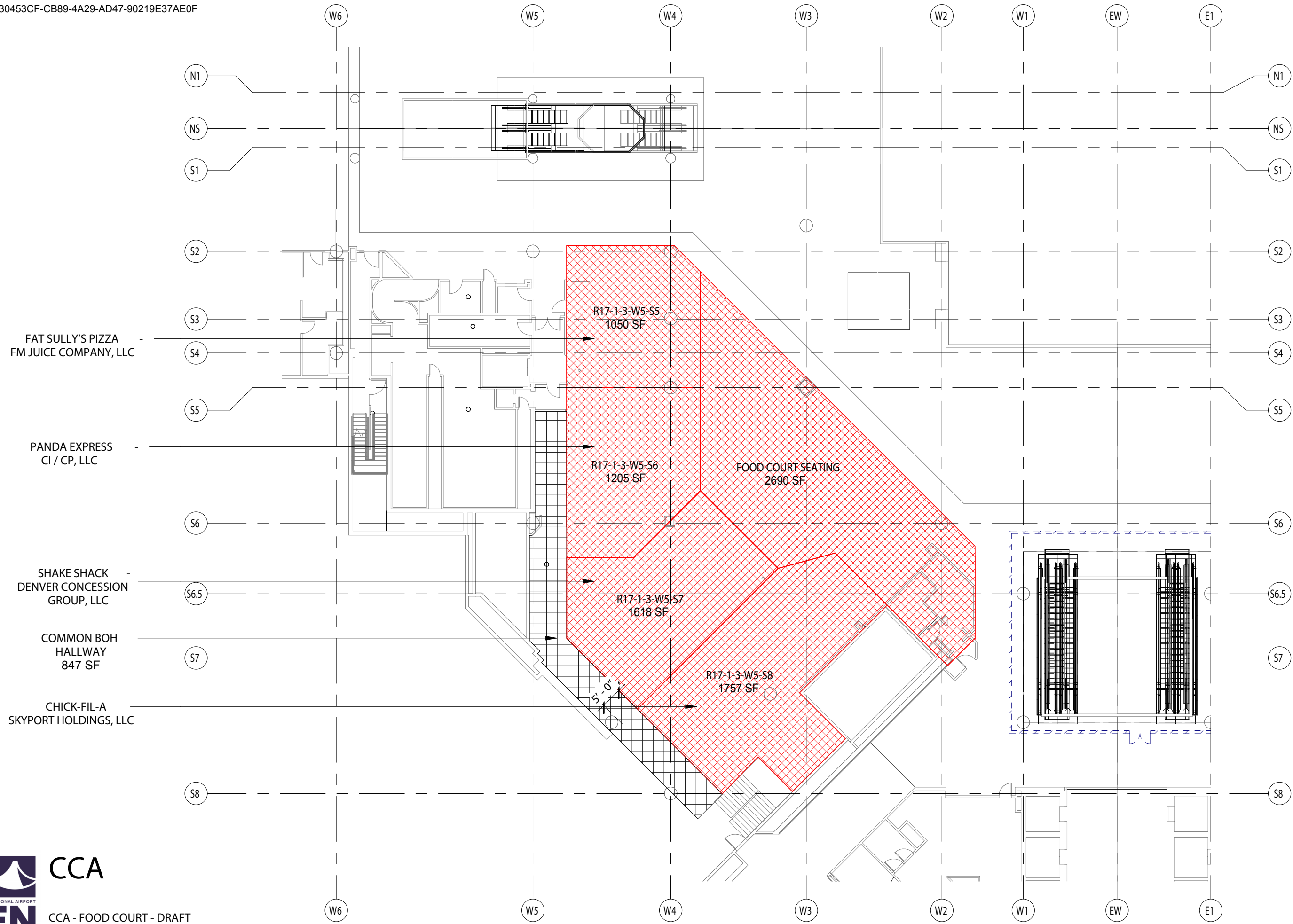
¹ Each concession is assigned a separate Package Completion Date for purposes of defining the beginning of each concession's respective Term under this Agreement. For the avoidance of doubt, once a concession's individual Term expires, any and all rights and responsibilities in connection with that concession under this Agreement will be extinguished, while the other concession's rights and responsibilities will continue under this Agreement for the time remaining under its separate Term. These terms are intended to govern the separate Package Completion Date for each concession notwithstanding anything to the contrary contained in this Agreement, and in case of any perceived or actual conflict, including in connection with the consolidated definition of Package Completion Date below referencing "all Concession Locations," these terms will control.

² These terms are intended to govern the separate Expiration Date for each concession notwithstanding anything to the contrary contained in this Agreement, and in case of any perceived or actual conflict, these terms will control.

³ Given that the Panda Express concession is not yet Open for Business, and recognizing the need to promote clarity and ease of accounting, the original initial MAPF of \$876,339.72 is hereby apportioned to establish separate initial MAPF amounts allocated to the Freshens concession (R17-2.3E1-S6-1) and the Panda Express concession (R17-1-3-W5-S6) as specified herein. Notwithstanding anything to the contrary contained in this Agreement, no Privilege Fee requirements are in effect for the Panda Express concession until the Panda Express Package Completion Date, and Section 5.03 will be applied to each concession separately based on their individually defined MAPFs and Percentage Fees. For the avoidance of doubt, any instance of "Commencement Date" in Section 5.03 will be understood to mean "Panda Express Package Completion Date" as applied to the discrete Privilege Fee requirements for the Panda Express concession. The MAPF amounts established herein are subject to further adjustments as provided for in this Agreement; such adjustments may occur before the Panda Express Package Completion Date without formal amendment. These terms are intended to govern Privilege Fee requirements notwithstanding anything to the contrary contained in this Agreement, and in case of any perceived or actual conflict, these terms will control.

Surety:	\$438,169.86	
Major Merchandise Category:	Food and Beverage (R17-2.3E1-S6-1); Food Court (R17-1-3-W5-S6)	
Minor Merchandise Category:	Snack (R17-2.3E1-S6-1); Quick Serve Restaurant (R17-1-3-W5-S6)	
Concessionaire's Brand(s):	Freshens; Panda Express	
ACDBE Goal	Percent	33%
	Ownership Participation	City Park Food Services, LLC 8%
	Purchasing Participation	City Park Food and Beverage Services, LLC 25%
MWBE Goal	Percent	25%

EXHIBIT A
PREMISES DESCRIPTION



CCA

CCA - FOOD COURT - DRAFT
 SCALE: 3/64" = 1'-0" DATE: 10/10/2023

EXHIBIT F
INSURANCE REQUIREMENTS

EXHIBIT F

**CITY AND COUNTY OF DENVER
INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION
CONCESSION AGREEMENT**

A. Certificate Holder and Submission Instructions

Contractor must provide a Certificate of Insurance as follows:

Certificate Holder: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard
Denver CO 80249
Attn/Submit to: DEN-Concessions@flydenver.com

- ACORD Form (or equivalent) certificate is required.
- Contractor must be evidenced as a Named Insured party.
- Electronic submission only, hard copy documents will not be accepted.
- Reference on the certificate must include the City-assigned Contract Number, if applicable.

The City may at any time modify submission requirements, including the use of third-party software and/or services, which may include an additional fee to the Contractor.

B. Defined Terms

1. "Agreement" as used in this exhibit refers to the contractual agreement to which this exhibit is attached, irrespective of any other title or name it may otherwise have.
2. "Contractor" as used in this exhibit refers to the party contracting with the City and County of Denver pursuant to the attached Agreement.

C. Coverages and Limits

1. Commercial General Liability

Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations annual aggregate; if policy contains a general aggregate, a minimum limit of \$2,000,000 annual per location aggregate must be maintained.

- a. Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
- b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.
- c. If a "per location" policy aggregate is required, "location" shall mean the entire airport premises.
- d. Coverage shall include Fire Damage Legal Liability in a minimum limit of \$100,000 per fire.
- e. Coverage shall include Liquor Legal Liability in minimum limits of \$2,000,000 each occurrence, \$2,000,000 annual aggregate, if Concessionaire serves or sells alcoholic beverages in its operations. This coverage may also be provided under a separate Liquor Legal Liability policy.

2. Business Automobile Liability

Contractor shall maintain a minimum limit of \$1,000,000 combined single limit each occurrence for bodily injury and property damage for all owned, leased, hired and/or non-owned vehicles used in performing services under this Agreement.

- a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.

- b. If Contractor does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.
 - c. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
 - d. If Contractor does not own any fleet vehicles and Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.
 - e. If Contractor will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services this requirement is waived.
3. Workers' Compensation and Employer's Liability Insurance
Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$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.
 - a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
4. Builder's Risk Insurance or Installation Floater:
During the duration of any tenant buildout activity, Contractor shall provide, coverage on a Completed Value Replacement Cost Basis, including value of subsequent modifications, change orders, and cost of material supplied or installed by others, comprising total value of the entire project at the site. Such insurance shall:
 - a. apply from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site;
 - b. be maintained until formal acceptance of the project by DEN or the placement of permanent property insurance coverage, whichever is later;
 - c. include interests of the City and if applicable, affiliated, or associate entities, the General Contractor, subcontractors, and sub-tier contractors in the project;
 - d. be written on a Special Completed Value Covered Cause of Loss form and shall include theft, vandalism, malicious mischief, collapse, false-work, temporary buildings, transit, debris removal, demolition, increased cost of construction, flood (including water damage), earthquake, and if applicable, all below and above ground structures, piping, foundations including underground water and sewer mains, pilings including the ground on which the structure rests and excavation, backfilling, filling and grading;
 - e. include a Beneficial Occupancy Clause, specifically permitting occupancy of the building during construction. Commercial Operator shall take reasonable steps to obtain consent of the insurer and delete any provisions with regard to restrictions within any Occupancy Clauses within the Builder's Risk Policy;
 - f. include Equipment Breakdown Coverage (a.k.a. Boiler & Machinery), if appropriate, which shall specifically cover insured equipment during installation and testing (including cold and hot testing).

5. Commercial Crime

Contractor shall maintain a minimum limit of \$1,000,000 per occurrence covering, but not limited to, loss arising from employee theft, employee dishonesty, forgery or alteration, robbery, burglary, embezzlement, disappearance, destruction; money orders and counterfeit currency; depositor's forgery; computer fraud, on premises and in transit.

6. Property Insurance

Contractor is solely responsible for any loss or damage to its real or business personal property located on DEN premises including, but not limited to, tenant improvements and betterments, materials, supplies, tools, equipment, vehicles, inventory, furnishings, structures and any personal property of its employees, subcontractors or other entities on DEN premises on behalf of Contractor. If Contractor carries property insurance on its property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.

7. Property Insurance – Contractor Improvements and Betterments

Contractor shall maintain All-Risk Form Property Insurance on a replacement cost basis. If leased property is located in a flood or earthquake zone (including land subsidence), flood and/or earthquake insurance shall be provided separately or within the property policy.

a. City shall be included as First Loss Payee, as its interests may appear.

b. The City and County of Denver shall maintain All-Risk Form Property Insurance coverage for the real property occupied by Contractor.

8. Property Insurance – Business Interruption Coverage

Business Interruption Coverage in such amounts as will reimburse Contractor for direct or indirect loss of earnings attributable to the perils commonly covered by business interruption insurance, which shall include losses arising from mechanical failures on or interruption of services to DEN premises.

9. Excess/Umbrella Liability

Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

D. Reference to Project and/or Contract

The City Project Name, Title of Agreement and/or Contract Number and description shall be noted on the Certificate of Insurance, if applicable.

E. Additional Insured

For all coverages required under this Agreement (excluding Workers' Compensation, Employer's Liability and Professional Liability, if required), Contractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, successors, agents, employees, and volunteers as Additional Insureds by policy endorsement.

F. Waiver of Subrogation

For all coverages required under this Agreement (excluding Professional Liability, if required), Contractor's insurer(s) shall waive subrogation rights against the City and County of Denver, its elected and appointed officials, successors, agents, employees, and volunteers by policy endorsement.

If Contractor will be completing all services to the City under this Agreement remotely and not be traveling to locations under direction of the City to perform services, this requirement is waived specific to Workers' Compensation coverage.

G. Notice of Material Change, Cancellation or Nonrenewal

Each certificate and related policy shall contain a valid provision requiring notification to the Certificate Holder in the event any of the required policies be canceled or non-renewed or reduction in required coverage before the expiration date thereof.

1. Such notice shall reference the DEN assigned contract number related to this Agreement.
2. Such notice shall be sent thirty (30) calendar days prior to such cancellation or non-renewal or reduction in required coverage unless due to non-payment of premiums for which notice shall be sent ten (10) calendar days prior.
3. If such written notice is unavailable from the insurer or afforded as outlined above, Contractor shall provide written notice of cancellation, non-renewal and any reduction in required coverage to the Certificate Holder within three (3) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification. Contractor shall replace cancelled or nonrenewed policies with no lapse in coverage and provide an updated Certificate of Insurance to DEN.
4. In the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits, Contractor will procure, at its own expense, coverage at the requirement minimum per occurrence limits. If Contractor cannot replenish coverage within ten (10) calendar days, it must notify the City immediately.

H. Cooperation

Contractor agrees to fully cooperate in connection with any investigation or inquiry and accept any formally tendered claim related to this Agreement, whether received from the City or its representative. Contractor's failure to fully cooperate may, as determined in the City's sole discretion, provide cause for default under the Agreement. The City understands acceptance of a tendered claim does not constitute acceptance of liability.

I. Additional Provisions

1. Deductibles or any type of retention are the sole responsibility of the Contractor.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. Coverage required may not contain an exclusion related to operations on airport premises.
4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.
6. If the Contractor procures or maintains insurance policies with coverages or limits beyond those stated herein, such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.
7. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended reporting period placed for three years (eight years for construction-related agreements) beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
8. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by an authorized representative and must be submitted to the City at the time Contractor signed this Agreement.
9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
10. Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. All coverage requirements shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements.

11. The City shall have the right to verify, at any time, all coverage, information, or representations, and the insured and its insurance representatives shall promptly and fully cooperate in any such audit the City may elect to undertake including provision of copies of insurance policies upon request. In the case of such audit, the City may be subject to a non-disclosure agreement and/or redactions of policy information unrelated to verification of required coverage.
12. No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
13. Contractor shall be responsible for ensuring the City is provided updated Certificate(s) of Insurance prior to each policy renewal.
14. Contractor's failure to maintain required insurance shall be the basis for immediate suspension and cause for termination of this Agreement, at the City's sole discretion and without penalty to the City.

J. Part 230 and the DEN Airport Rules and Regulations

If the minimum insurance requirements set forth herein differ from the equivalent types of insurance requirements in Part 230 of the DEN Airport Rules and Regulations, the greater and broader insurance requirements shall supersede those lesser requirements, unless expressly excepted in writing by DEN Risk Management. Part 230 applies to Contractor and its subcontractors of any tier.

EXHIBIT J
Food Court Common Area
Rights and Obligations

EXHIBIT J

THIS EXHIBIT J FOOD COURT COMMON AREA RIGHTS AND OBLIGATIONS (“Exhibit”) is attached to and made a part of that certain Concession Agreement (201737101) (“**Agreement**”) between the **CITY AND COUNTY OF DENVER** (the “**City**”) and **CI/CP, LLC** (“**Concessionaire**”). Capitalized terms that are not specifically defined herein are defined in the Agreement.

1. SUMMARY OF BASIC PROVISIONS

The Summary of Basic Provisions may be modified from time to time as provided herein without the requirement of a formal amendment to the Exhibit.

FOOD COURT INFORMATION

Food Court Location	Total Food Court Concession Premises Square Feet	Common Area Square Feet	Concession Premises Square Feet	Pro Rata Share (%)	Annually Budgeted CAM Charges	Monthly Pro Rata Share of CAM Charges
Conc. A	5,630	2,690	1,205	21.4%	TBD Annually	TBD Annually

****Pro Rata Share**” means Concessionaire’s proportionate share of the Common Area costs, derived by dividing the Concession Premises Square Feet listed above by the Total Food Court Concession Premises Square Feet listed above. These numbers may be modified without amendment to incorporate the actual as-built square footage after buildout of the food court concessions premises and common area.

2. COMMON AREA RIGHTS GRANTED

A. Rights Granted. The concession area comprised of the common seating area together with the adjacent respective concession premises are collectively referred to in this Exhibit as the “**Food Court**.” Concessionaires occupying adjacent premises spaces in the Food Court, including Concessionaire, will share the common seating area for their customers and are collectively referred to in this Exhibit as “**Food Court Concessionaires**.” The common seating area, which is referred to in this Exhibit as the “**Common Area**,” is depicted in **Exhibit A**. Accordingly, as of the earlier to occur of the Actual Opening Date or Required Opening Date and subject to all the terms and conditions of this Exhibit and the Agreement, the City grants to Concessionaire the non-exclusive license to use the Common Area in common with the other Food Court Concessionaires. The City retains full authority to install new Food Court Concessionaires in the Food Court if the City deems it is in the City’s best interests, and in such instance this Exhibit will be modified accordingly without amendment.

B. Limitations on Use. Concessionaire may use the Common Area only to share a common seating area for its customers in support of Concessionaire's food and beverage services and for no other purposes, unless otherwise authorized in writing by the CEO or the CEO's Authorized Representative.

C. Means of Access. Concessionaire, its agents, invitees, guests, employees, and suppliers have a non-exclusive right of ingress to and egress from the Common Area by a means of access located outside the boundaries of such space as specified by the City. Such access shall, without exception, be in common with such other persons (including the general public at the City's option) as the City may authorize or permit. The City may at any time close, relocate, reconstruct, or modify such means of access to the extent deemed necessary by the City for DEN's operational needs.

D. City's Right of Access. With or without advance notice, without liability, and without in any manner affecting Concessionaire's rights and obligations under the Agreement, the City retains the full right of entry in and to the Common Area for any purpose necessary, incidental to, or in connection with its rights and obligations hereunder.

3. **RATE-MAKING PROCEDURES AND REESTABLISHMENT**

A. General Provisions. The City, through its CEO, may from time to time establish rates, fees, and charges for Capital Improvements and additional maintenance of the Common Area not included in Section 4 below. Said rates, fees, and charges will be set after consultation with the Food Court Concessionaires, will be reasonable in relation to the cost of Capital Improvements and additional maintenance of the Common Area, and charged to each Food Court Concessionaire in accordance with their Pro Rata Share.

B. Projection of Rentals, Rates, Fees and Charges. If the City elects to establish rates, fees, and charges for Capital Improvements and additional maintenance of the Common Area, every Contract Year thereafter the City will furnish the Food Court Concessionaires with a projection of the rates, fees, and charges for the next ensuing year. The City will convene a meeting with the Food Court Concessionaires prior to the end of each Contract Year to consult and review with the concessionaires the projection of rentals, fees, and charges for the next ensuing year.

4. **MAINTENANCE OF COMMON AREA AND REIMBURSEMENT OF COMMON AREA MAINTENANCE EXPENSES**

A. Maintenance of the Common Area. The City will at the outset of the Term provide the services of the "**Anchor Concessionaire**" or "**Anchor**" as further described hereafter. However, at any time, the City in its sole discretion may designate one Food Court Concessionaire as Anchor Concessionaire to be responsible, at its own expense, for cleaning, clearing, maintaining, and stocking the Common Area. The designated Anchor accepts such responsibilities. The City retains full ownership of the Common Area, and the Anchor is entrusted merely to maintain the Common Area. The City in its sole discretion reserves the right to provide the services of an Anchor Concessionaire or to designate a different Food Court Concessionaire as the Anchor from time to time based on the best interests of the City. In such

case, the City will notify the Food Court Concessionaires and provide the old and new Anchor Concessionaires up to a 90 day period to transition into their responsibilities. Each Food Court Concessionaire shall provide and clean its own trays, identified by color or other approved means, and the Anchor will collect and return the trays to the appropriate Food Court Concessionaire for cleaning. The Anchor will keep the Common Area free at all times of all paper, rubbish, spills, and debris. At frequent intervals, the Anchor will clear and wipe the tables and chairs, as well as collect and deposit all trash and refuse at collection station locations specified by the City. Accumulation of boxes, cartons, barrels, or other similar items shall not be permitted in any public area in the Airport. Food Court Concessionaires will be jointly and severally liable and responsible for ensuring all trash chutes and shared areas within and contiguous to the Food Court but outside of the Common Area are clean, maintained, and free of debris and dangerous conditions; however, the Anchor Concessionaire may elect to include maintenance and cleaning of such areas in the CAM as defined below.

B. Common Area Maintenance Expenses. Food Court Concessionaires who are not responsible for the maintenance of the Common Area are referred to in this Exhibit as "**Non-Anchor Concessionaires**" or "**Non-Anchors.**" In exchange for the license to use the Common Area, Non-Anchor Concessionaires are obligated to reimburse the Anchor for the Common Area Maintenance ("**CAM**") expenses the Anchor incurs in maintaining the Common Area. Such expenses attributable to Concessionaire are listed in Paragraph 1 Summary of Basic Provisions above, and are further defined below and referred to in this Exhibit as "**CAM Charges.**" The City, in its sole judgment and at any time without formal amendment, may change the methodology used to allocate the cost of providing CAM to the Non-Anchor Concessionaires to the extent the City finds it in the best interests of the City and the successful and fair operation of the Food Court.

C. CAM Charges. Cam Charges shall mean the following costs or expenses, including wages, fringe benefits, and other labor payments, which are paid or incurred by the Anchor Concessionaire in operating, repairing, maintaining, and managing the Common Area pursuant to this Exhibit. Such CAM Charges shall include the costs and expenses for the Common Area of the following: (a) electricity, light, or other utility services if invoiced separately to the Anchor by the City; (b) trash and garbage disposal, janitorial, and cleaning; (c) general maintenance and repair of the Common Area, including furniture and fixtures; (d) any assessments and fees levied against the Common Area by the City for common use services; (e) taxes or assessments levied with respect to the Common Area or personal property thereon; (f) casualty, liability, and other insurance; (g) costs to obtain or rent any equipment necessary to maintain the Common Area; and (h) capital improvement costs or expenses for any necessary replacement of the Common Area Improvements. CAM Charges shall expressly exclude the following: (a) operating expenses that are attributable to any individual concession premises; (b) costs reimbursed by warranty or insurance proceeds; and (c) expenses not specifically included in the definition of CAM Charges. The City may in its discretion add or remove acceptable costs or expenses from CAM Charges without the need for formal amendment.

5. CAM BUDGET, EXPENSE REVIEW, AND RECONCILIATION PROCEDURES

A. CAM Budget. On or before December 1st of each year, the Anchor Concessionaire shall provide Non-Anchor Concessionaires with a written "**Projected Budget**" in a form

approved by the City showing the amount(s) that the Anchor estimates to be the CAM Charges for the upcoming calendar year (the "**Budget**"). The form for the for Projected Budget, which the City may revise from time to time, is found at the end of this **Exhibit J**. For the purpose of evaluating the new Budget, the Anchor shall submit to the Non-Anchor Concessionaires and the City an estimated summary of actual expenses incurred for the Common Area for the previous calendar year. The City will invoice each Non-Anchor Concessionaire for its pro rata share of the approved Budget. Accordingly, Concessionaire will pay its monthly Pro Rata Share of the CAM Charges to the City in advance and without demand on the first day of each calendar month the Food Court is open for business.

B. CAM Charges, Review, and Reconciliation. On or before March 1st of each year, the City will approve the new Budget after reviewing the Anchor's previously submitted summary of actual CAM expenses incurred for the previous calendar year. The Anchor may include a management fee of up to ten percent (10%) of actual expenses in the totals ("**Management Fee**"). If the City provides the services of an Anchor Concessionaire, the City may include a Management Fee of up to twenty percent (20%). The Management Fee shall cover the Anchor's CAM management, overhead, and depreciation costs of maintenance equipment. Non-Anchor Concessionaires may request documentation to support each cost claimed. Upon approval from Non-Anchor Concessionaires, which approval will not be unreasonably withheld, the Anchor will send a summary of the actual expenses with supplemental documentation to the CEO or the CEO's Authorized Representative. The Anchor shall reconcile amounts previously paid by Non-Anchor Concessionaires and prepare a "Notice of Reconciliation" as of the specific date of issue. Amounts actually paid by Non-Anchor Concessionaires shall be used when preparing the reconciliation, rather than amounts invoiced. Any outstanding balances and over- or under- payments shall be considered in calculating the reconciliation amounts. The City will issue reimbursement credits or invoices to the Non-Anchor Concessionaires based upon the reconciliation. Each Non-Anchor shall pay to the City its share of any underpayment within thirty (30) days an invoice is issued. All payments and credits must be accomplished on or before May 1st. If the budget or reconciliation is disputed or a Non-Anchor refuses to pay its Pro Rata Share, any Food Court Concessionaire may request the City's assistance in review of the documentation and reaching resolution. The City's review and recommendation is final and binding. The City will then issue reimbursement credits or invoices to the Non-Anchor Concessionaires based upon the City's review and recommendation. Each Non- Anchor shall pay to the City its pro-rata share of any underpayment within thirty (30) days of issuance of an invoice. Thereafter, a Non-Anchor's refusal to pay its Pro Rata Share will be treated as a breach of its Agreement. In circumstances where the Anchor is a concessionaire, the City will provide the Anchor applicable credits for reimbursement of the CAM costs paid by the Anchor concessionaire for Non-Anchors. The City may at any time and in its discretion modify the timing, contents, or form of reporting, payment, and reconciliation described herein, without formal amendment, in order to improve or give effect to evolving practices while the Agreement is in effect.

6. RENOVATION

A. City Right to Remodel. The City reserves the right of entry in and to the Common Area to repair, remodel, and renovate the Common Area. The City may repair, remodel, and renovate the Common Area at the City's sole and absolute discretion, including but not limited

to the timetable for demolition, removal, destruction, construction, and installation, as well as design, cost, quality, aesthetics, layout, and seating in numbers and in a manner the City deems appropriate for all Food Court Concessionaires. Such entry by the City for this purpose shall be without liability and without in any manner affecting Concessionaire's obligations under the Agreement or this Exhibit. No such entry by or on behalf of the City upon the Common Area shall constitute or cause a termination of the Agreement, nor shall such entry be deemed to constitute an interference with the use thereof by Concessionaire.

B. The City's Plans to Remodel. Along with a statement of the time required to complete Common Area renovations, the City will share design plans and specifications of proposed renovations of the Common Area, and ask Food Court Concessionaires for their input and comments prior to undertaking such renovations. Concessionaire, however, agrees that it shall have no right to reject any designs for renovation, that the City's decisions concerning Common Area Renovations are final, and that the City's discretion is absolute.

C. Inconvenience to Concessionaire. No liability shall attach to the City, its officers, agents, employees, contractors, subcontractors, or representatives by way of any inconvenience caused by City's renovation or closure of the Common Area or any area near the Food Court, and Concessionaire hereby expressly waives any right to claim damages or other consideration from the City including but not limited to loss of profits as a result of any interruption to Concessionaire's business. To the maximum extent possible, during any remodeling and renovation of the Common Areas, Anchor Concessionaire will continue to maintain the Common Area. Concessionaire agrees not to improve, change, alter, add to, remove, or demolish Common Area improvements or renovations without the prior written consent of the CEO or the CEO's Authorized Representative.

7. OPERATION AND USE

A. Objectionable Practices. The CEO or the CEO's Authorized Representative has the right to make reasonable objections to the character of the services rendered to the public, as well as the appearance and condition of the Common Area. To fully comply with the requirements of this Exhibit, the Anchor Concessionaire agrees to promptly discontinue or remedy any objectionable practice or condition within five (5) days of notice of objection.

B. Hours of Operation. The Anchor Concessionaire agrees to keep the Common Area open for business to the public continuously during the hours required by the City for the Food Court to be open, which may change from time to time. The Anchor Concessionaire shall use its best efforts to respond to any weather emergency and/or flight diversion situations that might require certain locations to open or remain open before or beyond normal hours. In unusual circumstances (e.g., diversions, delayed flights, weather), the City reserves the right to require the Anchor Concessionaire to maintain the Common Area before or remain open beyond normal operating hours.

C. Title to Common Area and Improvements. Title to the Common Area, including all Capital Improvements shall at all times be solely vested in the City. Concessionaire will not cause a lien or other encumbrance of any sort to be asserted, filed, ordered, levied, or in any way made by any person or entity against any part of the Common Area.

D. Interruption of Services. Concessionaire agrees that the City will not be liable for any loss incurred by Concessionaire resulting from the City's failure to supply any utility services to the Common Area or for any closures or modifications to DEN operations.

8. INDEMNITY AND INSURANCE

A. Indemnity. Concessionaire agrees and acknowledges that the indemnity provision in the Agreement shall apply to Concessionaire's license and use of the Common Area.

B. Insurance. The Anchor Concessionaire, if not being performed by the City, shall ensure that the insurance requirements, including worker's compensation insurance, described in the Agreement cover the Anchor's use and maintenance obligations of the Common Area. Likewise, the Concessionaire shall ensure that the insurance requirements, including worker's compensation insurance, described in its Agreement cover its use of the Common Area. The Anchor, if not the City, shall cause the City and all Non-Anchors to be listed as additional insureds for the Common Area coverage.

C. Liens. Concessionaire agrees to promptly pay when due all bills, debts, and obligations incurred by it and to suffer no lien, mortgage, judgment, or execution to be filed against the Premises or Common Area, or improvements thereon, which will in any way impair the rights of the City under this Agreement. The Anchor, if not the City, agrees that it shall be responsible for the prompt payment of worker's compensation insurance, all required licenses, and all taxes, excises, license fees, and permits applicable to the Common Area.

9. DEFAULT AND REMEDIES

Concessionaire acknowledges that any action or failure to act required by this Exhibit constitutes a material breach of the Agreement, which shall entitle the City to exercise all of its rights and remedies under the Agreement, at law, or in equity for such material breach. No breach of this Exhibit by the City shall relieve Concessionaire of its obligation and duty to pay all fees and charges when due.

10. MISCELLANEOUS PROVISIONS

A. Advertising and Public Displays. Concessionaire may not advertise in the Common Area, except with an advertising company that has contracted with the City's advertising contractor to sell advertising at the Airport in the Common Area. Without prior written approval of the CEO or the CEO's Authorized Representative, Concessionaire shall not install, have installed, or allow to be installed upon or within the Common Area any sign, poster, or other display of advertising media, including material supplied by manufacturers.

B. Modifications To This Exhibit. The City may, in its reasonable discretion, modify this **Exhibit J** without the need for formal amendment by letter executed by the CEO or the CEO's Authorized Representative.



**Projected Budget Common Area Maintenance Expenses
Concourse A Food Court**

Account	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Cleaning Services													\$ -
Supplies													\$ -
Storage													\$ -
Labor													\$ -
Plant Services													\$ -
Maintenance and Repair													\$ -
Furniture Replacement													\$ -
Electricity													\$ -
Insurance													\$ -
Water													\$ -
Legal													\$ -
Other*													\$ -
Total Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Management Fee @ 10.00%													\$ -
Allocable Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Fat Sully's Pizza	18.65%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Panda Express	21.40%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Shake Shack	28.74%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Chick Fil A	31.21%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Anchor #4	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Anchor #5	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Total Allocated	100.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Days in Operation	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Fat Sully's Pizza	1050.00	31	28	31	30	31	30	31	31	30	31	30	31	
Panda Express	1205.00	31	28	31	30	31	30	31	31	30	31	30	31	
Shake Shack	1618.00	31	28	31	30	31	30	31	31	30	31	30	31	
Chick Fil A	1757.00	31	28	31	30	31	30	31	31	30	31	30	31	
Non-Anchor #4	0.00													
Non-Anchor #5	0.00													
Total SQ FT Allocated	5630.00	5630.00	5630.00	5630.00	5630.00	5630.00	5630.00	5630.00	5630.00	5630.00	5630.00	5630.00	5630.00	

EXHIBIT K
Equity, Diversity, and Inclusion Plan

CI CP LLC
Concessions International
City Park Food And Beverage
Contract # 201737101
Freshens Food Studio
Panda Express (Future)
(Center Core Concourse A)

Donata Russell Ross – Concessions
International President CEO

Wayne Vaden – City Park Food and
Beverage CEO

Mike Perez – City Park Food and
Beverage Partner/ Operations Manger

Charles Bluemle – Concessions
International Vice President

Andre Wiggins – Concessions
International Treasurer



Equity, Diversity and Inclusion Plan



I. CULTURE:

How EDI has been promoted internally and rooted within your company through programs that include but are not limited to 1) company policy and programs that advance equity, diversity, and inclusion priorities, 2) employment practices of recruitment/hiring, employee development/advancement, training (i.e., implicit bias), and 3) expectations of valuing and actively collaborating through business partnerships.



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CULTURE:

- CI/CP LLC is an equal opportunity employer that values diversity, equity, and inclusion. We make employment decisions on a non-discriminatory basis and remain committed to maintaining work environments free from any form of harassment.
- It has been and shall continue to be our policy that we do not discriminate in employment decisions or tolerate any form of harassment based upon sex, race, color, religion, national origin, ancestry, citizenship, pregnancy, age, physical and mental disability, genetic information, marital status, medical condition, sexual orientation, gender, gender identity, gender expression, military and veteran status and/or any other status, classification, or factor protected by federal, state, or local law.
- We strive to treat all employees with honor, dignity and respect and create a culture of care and belonging that values diversity, equity and inclusion.
- We offer competitive wages and benefits, creating a work environment that treats everyone with honor, dignity, and respect, and complying with all applicable federal, state and local laws.
- It is represented in our History, our mission and our Values.
 - <https://cintl.com/about-us/history>
 - <https://cintl.com/about-us/values-and-mission>
 - <https://www.facebook.com/CityParkFood/>



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CULTURE:

- **Equity Diversity and Inclusion –We practice at the first and most important part recruiting and hiring talent that is diverse enables us to best serve our customers (airport employees and the traveling public). To help us do that, we participate in many diverse job fairs including:**
 - **Denver, Arapahoe and Douglas County Workforce Centers.**
 - **High School Job fairs throughout the metro Denver and Aurora Areas.**
 - **Aurora Mental Health.**
 - **Goodwill**
- **We also have relationships and attend job fairs with the African/Ethiopian Community Center and the Asian Pacific Development Center in Aurora. We have worked with several schools such as Emily Griffith Technical School, Aurora Community College, Metro State College, and Pickens Tech School and have a new relationship with the Hispanic Colorado Restaurant Association.**

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II. EQUITY, DIVERSITY, AND INCLUSION STRATEGIES AND TACTICS:

- **The Company will use the following equity, diversity, and inclusion strategies and tactics to increase participation of new and existing historically underutilized businesses and communities in concessions opportunities, and the degree to which these and other strategies drive or play a role in upholding a culture of equity, diversity, and inclusion in the firm's organization.**



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EQUITY, DIVERSITY, AND INCLUSION STRATEGIES AND TACTICS:

Outreach and Networking:

- **CI/CP LLC will Actively reach out to historically underutilized businesses and communities through targeted outreach programs, community events, and networking opportunities. This helps in building relationships and creating awareness about concession opportunities within these communities. Some of our adopted Networks include the following <https://russellcenter.org/> Russell Innovation Center for Entrepreneurs promoting and developing Black owned Businesses. All local Development Workforce centers, Colorado Restaurant Association, Denver Concessionaires Association, Hispanic Colorado Restaurant Association, Latin American Education Foundation, A Precious Child, Work Options, USO, Recycle Colorado, Light the World Giving Machines. Through our CI Cares charitable arm, we continue to build relationships and networks that promote Equity, Diversity and Inclusion.**



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EQUITY, DIVERSITY, AND INCLUSION STRATEGIES AND TACTICS:

Supplier Diversity Programs:

- **Implement and promote supplier diversity programs that encourage the inclusion of historically underutilized businesses in the company's supply chain. We have partnered with Domenico Food Products (Woman Owned), US Supply House Certified ACDBE for Compostable and sustainable Paper supplies and City Park Food Services in the region. We always request and seek underutilized businesses by requesting from DEN and AMAC any MWBE and ACDBE service providers actively doing business in the airport and region. It is inherent in our Purchasing Policy and Manual.**
- **Small, Women, and Minority-Owned Businesses – To the fullest Extent possible, as defined by the business need, Concessions International, LLC and its affiliates will be deliberate and assertive in including, small, minority, and women owned business in supplier opportunities provided by the company. Employees must document their search and inclusion efforts and provide the documentation their immediate supervisor/manager.**



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EQUITY, DIVERSITY, AND INCLUSION STRATEGIES AND TACTICS

Mentorship and Capacity Building:

- We actively establish mentorship programs to support historically underutilized businesses and communities. Provide resources, guidance, and training to help these businesses develop their capabilities, improve operations, and compete effectively for concessions opportunities. We work actively with AMAC and Mori Russell Concessions International Business Development serves as Vice Chair, Southeast Regional Director and Emerging Leaders where we build of a network of partnerships and mentorships serving the minority airport and aerospace industry.

Subcontracting and Joint Ventures:

- Encourage prime concessionaires and contractors to actively seek subcontracting opportunities with historically underutilized businesses. Foster collaborations and joint ventures that promote knowledge transfer, capacity building, and economic empowerment for these businesses. We promote this through our RFP process, and actively seek underutilized businesses in all aspects of our enterprise. This is made Policy into our Procurement and selection process



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EQUITY, DIVERSITY, AND INCLUSION STRATEGIES AND TACTICS

Diversity and Inclusion Training:

- Provide diversity and inclusion training to employees and contractors involved in the concession process. This training should focus on recognizing unconscious biases, fostering inclusive decision-making, and promoting equal opportunities for historically underutilized businesses and communities. We adapt and adopt resources and tools provided by the Colorado Equity Alliance <https://sites.google.com/state.co.us/colorado-equity-alliance/home/tools-resources>

Measurement and Reporting:

- Regularly measure and report on the participation and success of historically underutilized businesses in concession opportunities. Use these metrics to identify areas for improvement and adjust strategies accordingly. Our back-office reporting allows for this as we measure our targets and goals within contracts.



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EQUITY, DIVERSITY, AND INCLUSION STRATEGIES AND TACTICS

Community Engagement:

- Engage with local communities and stakeholders to understand their needs and priorities. Collaborate with community organizations and advocacy groups to ensure the company's efforts align with the community's goals and aspirations. Our CI cares team continually networks and supports events and fundraisers that can help propel communities forward in quality of life and security.
<https://cintl.com/community>

By implementing and withholding these strategies and tactics, we can drive the participation of historically underutilized businesses and communities in concession opportunities while upholding a culture of equity, diversity, and inclusion within the organization. These initiatives help create economic opportunities, promote social justice, and foster a more inclusive business environment.



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III. TECHNICAL ASSISTANCE & SUPPORTIVE SERVICES:

- Assistance and/or guidance the company is providing to historically underutilized businesses and communities that helps move this next generation of historically underutilized populations forward. This assistance and/or guidance could include technical, financial, or support services to the historically underutilized communities that allow them to have meaningful participation. Community resource organizations the firm partners with and/or sponsors to aid and/or guidance to historically underutilized communities.



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TECHNICAL ASSISTANCE & SUPPORTIVE SERVICES:

- Through our aligned Partnership and participation with AMAC (Airport Minority Advisory Council), The Colorado Restaurant Association, RICE (Russell Innovation Center for Entrepreneurs), Denver Concessionaires Association as well as ongoing networking CI Wystone JV LLC Ownership and Leadership supports fosters and mentors underutilized businesses and Owners through our industry to build successful long-term ventures.



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IV. COMMUNICATION MANAGEMENT

- **Communication strategies to align the contracted historically underutilized businesses with the contract's requirements including, but not limited to, training for internal and external staff to ensure effective communication, scheduling, safety requirements, terms and conditions, performance expectations, document control, and dispute resolution.**



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COMMUNICATION MANAGEMENT

Training for Internal and External Staff:

- **We Provide training to internal staff involved in managing the contract, such as project managers, procurement officers, and contract administrators. We focus on effective communication practices, including clear and concise messaging, active listening, and cultural sensitivity.**
- **We Offer training to the contracted historically underutilized businesses on contract requirements, including scheduling, safety protocols, terms and conditions, performance expectations, document control procedures, and dispute resolution mechanisms. This training ensures that all parties have a clear understanding of their roles and responsibilities.**



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COMMUNICATION MANAGEMENT

Document Control:

- We have a document control system that ensures effective management and distribution of contract-related documents. This includes a centralized document repository via a cloud-based platform where all parties can access the necessary documentation.
- We document control procedures, including version control, approval processes, and access rights, to ensure that all parties are working with the most up-to-date and accurate information.

Safety Requirements and Performance Expectations:

- We Clearly communicate safety requirements, protocols, and expectations to contracted historically underutilized businesses. This can include safety training sessions, safety manuals, and regular updates on safety regulations and procedures.
- Establish performance expectations and communicate them clearly to all parties involved. This includes setting specific goals, timelines, quality standards, and reporting requirements. Regular performance reviews and feedback sessions can help monitor progress and address any performance gaps.



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COMMUNICATION MANAGEMENT

Dispute Resolution:

- We Clearly outline the dispute resolution process in the contract and communicate it to all parties involved. This should include escalation procedures, mediation options, and the involvement of relevant stakeholders.
- We Foster an open and transparent communication environment where concerns and disputes can be addressed promptly and fairly. Encourage open dialogue, active listening, and a problem-solving mindset to resolve any disputes that may arise during the contract.

Regular and effective communication, supported by training, clear documentation, and transparent processes, ensures that all parties involved in the contract are aligned with the requirements, expectations, and safety protocols. This helps mitigate misunderstandings, improves collaboration, and fosters a positive working relationship between the contracting company and historically underutilized businesses.



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V. PAST PERFORMANCE

Historical success in promoting the use of historically underutilized communities in the delivery and completion of previous contracts and/or the assistance provided to the historically underutilized communities to promote their growth and success.



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PAST PERFORMANCE

Utilization of Historically Underutilized business

- CI/CP LLC has at the inception of both ventures independently began as two Historically underutilized businesses achieving success and growth through the hurdles and obstacles of through history. A joint Venture formed to promote each others growth in our industry.
 - <https://www.facebook.com/CityParkFood/>
 - <https://www.theholleran.com/wayne-vaden>
 - <https://cintl.com/about-us/history>
 - <https://russellcenter.org/>
 - <https://cintl.com/community>
- Through our vendors needs we have helped companies in their growth and success, and we align where business needs and services meet in alignment. US Supply House, City Park Food & Beverage. Through RICE Russell Innovation Center for Entrepreneurship, we are continuously collaborating to see where new underutilized entrepreneurs and our concessions programs can synergize and grow with each other.



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PAST PERFORMANCE

- **Concessions International began as a concessionaire graduating through the Airports Affirmative Action Program graduating as well the ACDBE program Graduating to a Prime Operator. Today Concessions International with its Partners have grown into 100+ million-dollar revenue company employing over 500 team members and 8 ACDBE Joint Ventures.**
- **Our Current Employee Roster at Freshens Food Studio consists entirely of Latino and African Countries representing a 100% minority and International work force.**

By showcasing past performance in promoting the use of historically underutilized communities and supporting their growth and success, we demonstrate our commitment to equity and inclusion. This track record helps build trust and credibility, positioning the company as a preferred partner for future contracts and initiatives.



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VI. FUTURE INITIATIVES

The work the company intends to do over the next 5 years to promote equity, diversity, and inclusion both internally and externally. Describe practices the company intends to use in youth mentoring & development, employee recruitment, training, development, and succession planning to promote equity, diversity, and inclusion. Describe any plans the company has made to promote these values to both businesses and communities that they serve.



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VI. FUTURE INITIATIVES

Youth Mentoring and Development:

- In Partnership and participation AMAC emerging Leaders, RICE Russell Innovation Center for Entrepreneurs, and Precious Child.

Employee Recruitment:

- We will continue partner with Denver, Arapahoe and Douglas County Public Schools, Aurora Mental Health, Emily Griffith Technical School, Aurora Community College, Metro State College, Pickens Technical College, Work Options, Housed working and Healthy, Denver Workforce Center, African/Ethiopian Community Center, Asian Pacific Development. Through AMAC emerging Leaders, and RICE Russell Innovation Center for Entrepreneurs.

Training and Development:

- Our Employee handbook and initial orientation provided, trained and review with every new Team members the pillars of Equity, Diversity and Inclusion.



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VI. FUTURE INITIATIVES

- In addition to these internal initiatives, the company also plans to promote its values of equity, diversity, and inclusion to the businesses and communities it serves:
- Engage with local communities through partnerships, sponsorships, and outreach programs that focus on economic empowerment and capacity building. This can include providing resources, training, and networking opportunities to historically underutilized businesses.
- Collaborate with community organizations and advocacy groups to raise awareness about equity, diversity, and inclusion and share best practices within the industry. This can involve participating in industry conferences, hosting workshops, or providing resources to support businesses and communities in fostering inclusive practices.
- We foster a development program for leadership that identifies High-potential individuals from underrepresented background, providing them with necessary development opportunities, and actively grooming the for future leadership roles.

By maintaining and implementing future initiatives, the company aims to create a more diverse and inclusive workforce, provide opportunities for growth and advancement, and build stronger relationships with the businesses and communities it serves. These efforts contribute to a more equitable and inclusive culture within the organization and promote positive social impact in the broader community.



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Our Equity, Diversity, and Inclusion Plan is dedicated to creating an inclusive and equitable environment both internally and externally. Through comprehensive programs and policies, we promote diversity, equal opportunities, and empowerment for historically underutilized businesses and communities. Our commitment includes inclusive recruitment, employee development, and partnerships that drive collaboration and value diverse perspectives. We actively support historically underutilized populations through technical assistance, financial support, and guidance, while ensuring clear communication, safety compliance, and dispute resolution in contracted engagements. Our past performance highlights our success in promoting underrepresented communities and our future initiatives will focus on mentoring, inclusive recruitment, training, development, and succession planning. We believe that by fostering equity, diversity, and inclusion, we can drive innovation, economic growth, and positive societal impact.