



GREAT HALL PROJECT

A PROJECT THAT WILL INSPIRE THE AIRPORT INDUSTRY

Concession Development and Management Plan

[Great Hall Project LLC](#)



Disclaimer

This document is delivered pursuant to the Development Agreement dated July [] 2017 between the City and County of Denver, acting through its Department of Aviation and Denver Great Hall LLC (the “DA” or the “Development Agreement”) and constitutes the initial CDMP as contemplated in Appendix 5 to the DA. . Capitalized terms used herein without definition shall have the respective meanings ascribed thereto in the DA.

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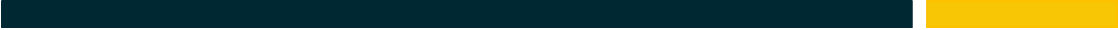
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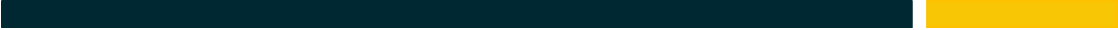
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A Sub Concession Agreements Mandatory and Spring Back Provisions

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- B Procurement Process and Evaluation Guidelines**
 - C ACDBE Strategic and Compliance Plan**
 - D Sub Concession Performance Survey**
 - E Concentration of Ownership Template**
 - F Revenue Forecasting Template**
 - G Commercial Due Diligence Report and Draft Bond Feasibility Report**
 - H Job Descriptions**
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1 Introduction

Our concept for The Great Hall is intended to launch Denver International Airport (DEN) into a position as the new industry benchmark by which all other airports are measured.

As Developer we have created this “Concession Development and Management Plan” in close partnership with DEN. The Concession Development Management Plan (CDMP) sets out the standard policies and procedures we expect our Sub Concessionaires to follow. The standard procedures outlined within this document satisfy Appendix 5-A of the Development Agreement. The Developer will follow these policies and procedures previously agreed with the Owner, which will ensure alignment with Owner requirements while allowing flexibility to keep the program fresh, vibrant and delivering a first class passenger experience.

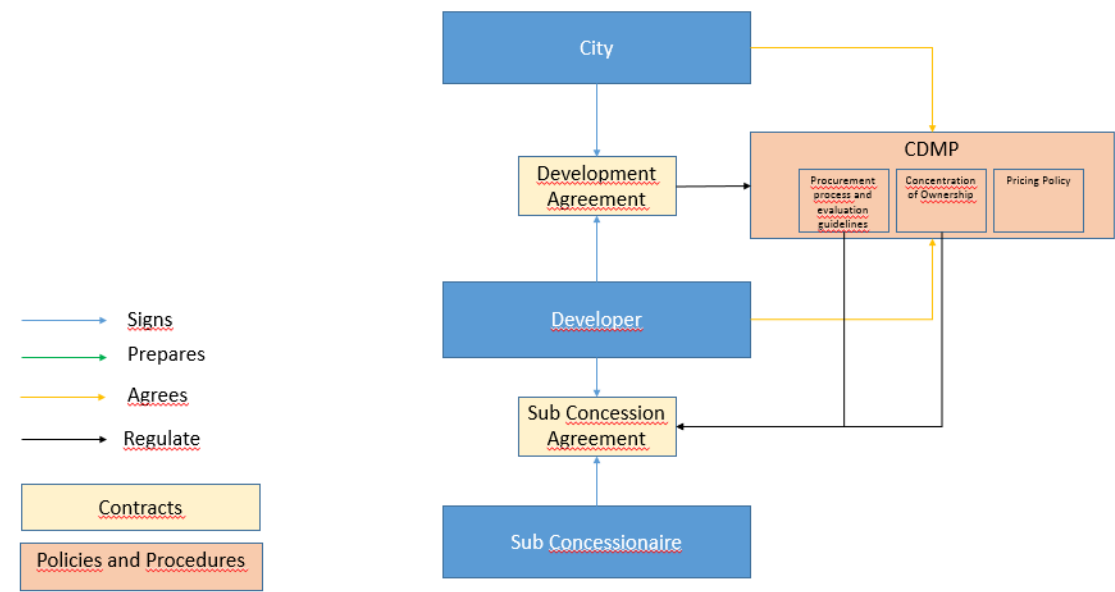
The CDMP will be a living document that will be updated every 2 years in accordance with the terms set forth in the Development Agreement. The CDMP is intended to provide a short/medium term strategy and outline the procedures, the means and methods for developing, managing and delivering the strategy. The regular review of the CDMP will comprise an analysis of the current and assessed future market trends. These will be compared with the current Great Hall offer and associated financial performance. Goals will be identified to fill potential gaps and strategies developed to enhance revenue generation and procedures means and methods updated accordingly, in agreement with the Owner.

In addition to the Plan itself this document also includes or refers to, among other things, the following contributory documents:

- Procurement process and evaluation guidelines
- Mandatory spring back provisions for the Sub Concession Agreement (Appendix 5-B of the Development Agreement)
- Appendix 5A of the Development agreement

The chart below explains where the CDMP sits in the contractual structure.

Figure 1 Flow chart for ~~the PDA phase~~ interfaces



1.1 Monitoring compliance with the CDMP by Sub concessionaires

The CDMP has been prepared by us as the Developer, and reflects what has been agreed within the Development Agreement. Ultimately, the majority of the policies and procedures for which we will be held accountable will also be required of our Sub Concessionaires through the Sub Concession agreement. A set of mandatory provisions agreed with the Owner of the Sub Concession agreement is included in Appendix A of this document. Below is a check-list covering key obligations for each Sub Concessionaire. This check-list will be updated at least annually by the Developer’s Commercial Team.

Figure 2 Sub concessionaire key obligations checklist

Item	Notes
Concessionaire	
Location	
Date of Survey	
Time of Survey	
Surveyed by	

Obligations	Compliance	Remarks	Action
Copies of permits to the Developer		All received by the Developer within 30 days of contract year	None
Display of permits		Displayed in shop window but peeling off	Sub concessionaire to affix window securely
Out of store advertising		No approval sought or granted	Sub concessionaire to remove out of store advertising and seek approval

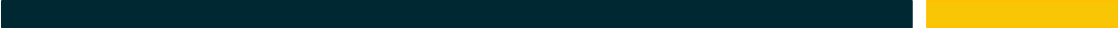
Key

- Full compliance
- Partial compliance
- Non-compliance

Figure 3 Full list of obligation checklist

Obligation

Permits and licenses submitted	30 days prior to start of each contract year
Permits and licenses displayed	Ongoing
Compliance with permitted uses	Ongoing with 1 formal check annually
Mystery Shopping Surveys	Quarterly
Out of store advertising	Ongoing
Product categories and brand compliance	Ongoing with 1 formal check annually
Product availability	Top 20% of sales lines reviewed monthly
Product pricing and communication	Ongoing with 1 formal check annually
Presentation of concession space	Ongoing with 1 formal check annually



Safety, sustainability and compliance
audits

Ongoing with 1 formal check annually

A copy of the survey will be handed to the store manager to facilitate immediate action and then sent in writing to the Sub Concessionaires head office. Action will be required as set out and agreed within the Sub Concession agreement.

2 Concessions Development Strategy

2.1 Concession Program Supporting Analysis

This section presents a summary of the supporting analyses by section. This analysis provides a more detailed understanding of the market needs based on information available and will be used as the basis to assess strategies and actions designed to achieve our goals. It is based on information that can be found within the Draft Bond Feasibility Report (Draft Bond Report) and sections of the Commercial Due Diligence Report (CDD), both appended to this document. The Draft Bond Report offers the most up to date supporting analysis of traffic, sales forecasts and methodologies.

2.1.1 Demand Analysis

Table 2.1 Annual passenger enplanements: Top 10 US Airports, CY 2016¹

Rank	Airport	Code	CY 2016 Enplanements (000's)	Share of National Enplanements
1	Hartsfield - Jackson Atlanta	ATL	52,045	6.12%
2	Los Angeles	LAX	40,556	4.72%
3	Chicago O'Hare	ORD	37,298	4.54%
4	Dallas/Fort Worth	DFW	32,800	3.82%
5	John F Kennedy	JFK	30,284	3.53%
6	Denver	DEN	29,140	3.38%
7	San Francisco	SFO	26,410	3.09%
8	Las Vegas	LAS	23,754	2.73%
9	Seattle	SEA	22,796	2.64%
10	Charlotte	CLT	22,174	2.61%
Subtotal Top 10			317,257	37.18%
Other Large Hubs			292,128	35.49%
Large Hub Subtotal			609,385	72.55%
Medium Hub Subtotal			128,372	15.60%
Small Hub Subtotal			68,095	8.27%
Non-Hub and Other Subtotal			28,451	3.46%
Total			834,303	100.00%

Source: Airport Websites, Bureau of Transportation Statistics and DOT T100.

The Great Hall Concession Program has been designed based on an analysis of current and forecasted future demand for the facility. We, as Developer, have used long-range passenger forecasts to underpin the analysis and projections of this CDMP.

Denver is classified as a Large Hub Airport by the US Federal Aviation Administration (see Table 2.1). The airport accounted for over 29 million passenger enplanements in 2016, making it the sixth largest airport by passengers in the country and responsible for over 3.3% of enplanements nationwide. Because Denver represents a relatively large share of the overall domestic passenger traffic, the Developer expects long-term passenger growth will track closely with the national growth rate.

Despite Denver's large passenger volumes, international traffic is relatively low, accounting for just 4% of passengers in 2016. However, while the current international market is small, the Developer anticipates it will grow as new aircraft technologies enable smaller international O&D markets to be

¹ Large Hubs are airports with over 1% of the United States annual passenger enplanements in a given year. Passenger numbers for the top 10 airports are based on full year traffic as reported by the airports. Other subtotals are based on YE Q3 2016 from the US DOT.

served effectively. As of April 2017, just 20 international destinations are served non-stop from Denver (see Figure 4).

Figure 4 International Destinations from Denver, April 2017

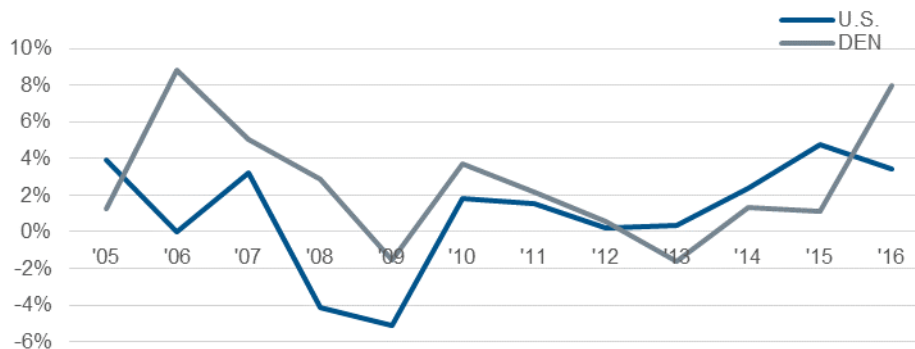


Source: SRS Analyzer, April 2017. Does not show seasonal routes.

Over the past 10 years, Denver’s growth has outpaced the national average, growing at 2.8% year over year from 2005-2016 compared to less than 1% for the nation overall (see Figure 5). Denver benefitted from the growth of Southwest’s hub at Denver, which helped the airport endure the financial crisis and resulting economic recovery of the mid to late 2000s. While consolidation across the US airline industry did constrain growth for a time, Denver has seen significant pick up in passenger growth since the beginning of 2015.

Figure 5 Comparison of Domestic Growth Rates: U.S. vs DEN, 2005 - 2016

CAGRs	2005-10	2010-16	2005-16
U.S. Domestic	-0.9%	2.2%	0.8%
DEN Domestic	4.0%	1.9%	2.8%



Source: Denver International Airport and US DOT T100

The primary drivers of growth at Denver have been the three dominant carriers at the airport – United, Southwest and Frontier. Together, the three airlines transport over 84% of passengers to and from the airport (see Table 2.2). United and Southwest both utilize Denver as a primary network hub, helping to bring passengers through Denver as connecting traffic. In 2016, over 35% of all passengers were

connecting through the airport. Frontier has historically utilized Denver as a hub but recently changed operating strategies to focus on point-to-point service. However, Frontier’s Denver operation remains sizable and is an important piece of the airport’s total passenger traffic.

Table 2.2 DEN Total Passengers by Carrier, CY 2016

Carrier	Passengers (millions)	Airport Share	Destinations ²	Connecting Passengers (millions)	Share of Connecting Passengers
United	24.5	42.0%	131	14.5	68.3%
Southwest	17.1	29.3%	59	4.5	21.3%
Frontier	7.1	12.2%	38	1.7	8.1%
American	3.3	5.7%	7	0.0	0.0%
Delta	3.0	5.1%	9	0.1	0.6%
Other	3.3	5.6%	42	0.4	1.7%
Total	58.3	100%	286	21.3	100%

Source: Denver International Airport and SRS Analyser

The Developer has developed its independent traffic forecast. However, the Developer and the Owner have agreed to use the one provided by the Owner (DEN), which the Developer has accepted to use as Base Case. This forecast is on public record and is used by the Owner for their Bond financing documents. The Owner’s forecast is slightly lower than that of the Developer’s independent forecast.

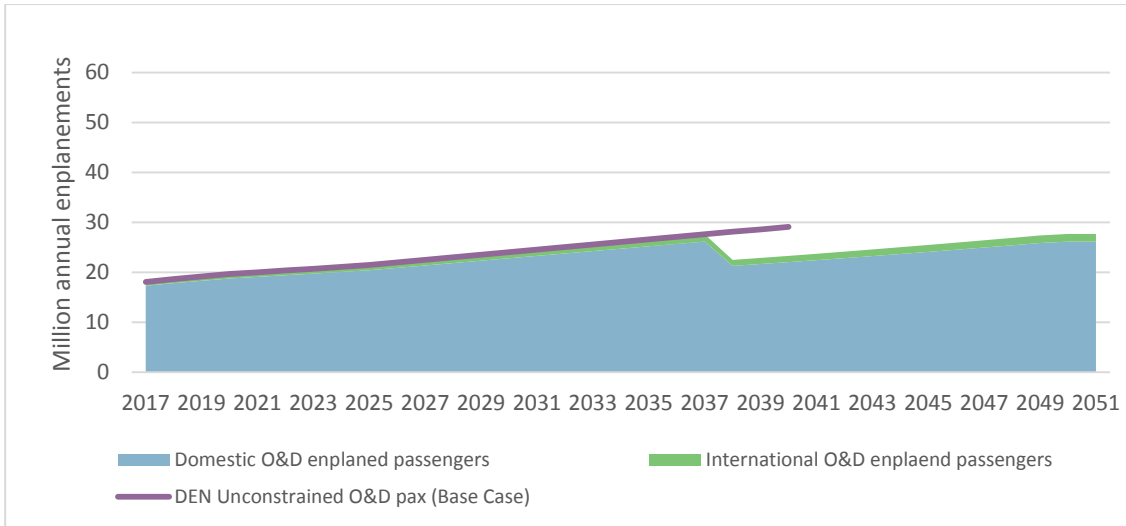
The Owner forecasts continued passenger growth throughout the forecast period. Overall, passenger growth at Denver was up 8% from 2015- 2016, which both the Owner and Developer views as unsustainable. International traffic will likely continue to grow due to new route opportunities from Denver. The Owner projects international traffic to grow faster than domestic traffic. The share of connecting traffic is forecast to remain constant. In total, the Owner forecasts over 65 million passengers in 2020, up from 54 million in 2015.

In the long term, the Developer forecasts demand at Denver will continue to grow and would exceed 116 million by 2051 if no capacity constraints existed. This equates to 71 million O&D passengers and 36 million O&D enplanements. This growth largely tracks national and regional growth forecasts and represents a 2.2% annual growth rate from 2015-2051.

However, given the terminal constraint, the parties agreed that compensation event is triggered if a new terminal processor will be operating before reaching 27.7 million originating passengers. On the basis of this agreement, the Developer assumes not to open a new terminal processor until 27.7 million originating passengers is reached. Based on The Owner’s forecast, this threshold will be reached in 2037 (See Figure 6).

Figure 6 Denver O&D Great Hall Constrained Forecast (in Millions)

As of April 2017. Includes destinations duplicated across carriers



Source: Owner Forecast

Passengers diverted through the bridge to Concourse A will have a further impact on passenger exposure to the Great Hall’s Airside Plaza. The Developer has developed projections of the diversion rate of passengers through the bridge based on a review of the security checkpoint traffic data received from the Owner. The Developer has assumed 14% of all originating passengers will utilize the bridge to access Concourse A, thereby bypassing the Great Hall.

2.1.2 Market Analysis

Passenger mix and dwell time are two of multiple drivers of sales per enplanement. In general, long dwell times and high incomes are associated with higher average spends per passenger if the program capitalizes on these factors with a carefully targeted mix of concepts and brands.

Survey data (see Table 2.3) indicates that the DEN passenger is highly educated, with 70% having completed college or graduate school and 26% with a household income of \$150k or greater.

The average reported dwell time in the Terminal/ Concourses is 2 hours 39 minutes. This long dwell time combined with the high income and high education levels present an ideal passenger profile for concession engagement. In addition, per passenger survey data, 42% of passengers fall into the 35 to 54 age range. This age range is an active shopping group and is highly prized by advertisers and retailers alike. Other demographic data is summarized in Table 2.3.

Table 2.3 2013 Passenger Information

Gender	
Male	46.3%
Female	53.7%
Age	
<35 years	37.6%
35-54	42.3%
55-64	15.1%
65+	5.0%
Household Income	
Less than \$25,000	8.8%
\$25,000-\$49,000	13.1%

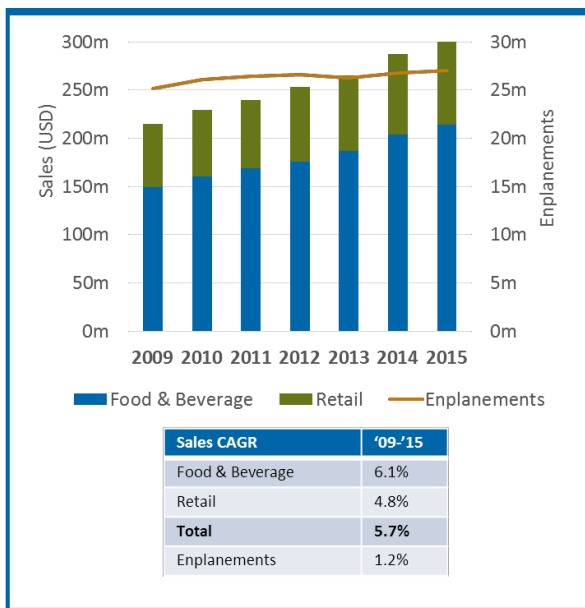
\$50,000-\$74,000	17.0%
\$75,000-\$99,000	14.7%
\$100,000-\$149,000	21.3%
\$150,000-\$200,000	12.6%
More than \$200,000	12.6%
Some High School or less	0.7%
High School Graduate/GED	7.0%
Some College/Technical School	22.0%
College Grad./Technical School Grad.	42.2%
Graduate or Post-Graduate School	28.0%
Leisure	58.4%
Business	26.7%
Both	14.9%
0	3.8%
1-2	27.6%
3-5	34.4%
6-9	14.0%
10 or more	19.8%
Originating in Denver	2.5 hrs
Transferring passengers	3.0 hrs
Business Travellers	2.5 hrs

Source: DEN 2013 Passenger Survey Results;

Of particular interest are the O&D passengers, who, according to survey data provided by DEN in the supporting documents of the transaction, average 2.5 hours of dwell time. These O&D passengers will be passing through the Great Hall. The existing passenger profile is strong for concession engagement in both retail and F&B.

DEN commercial sales grew at an average rate of 5.7% from 2009 to 2015; traffic grew slower at a rate of 1.2% over the same period (see Figure 7). This is a key indicator of commercial performance and suggests that individual spends are increasing and that aggregated sales growth is not being driven primarily by traffic increases. This increase was likely due, in part, to a commercial concept refresh that has taken place in the recent past. F&B represented 72% of commercial sales in 2015 and grew the fastest at an average rate of 6.1% since 2009. Food and beverage growth in particular far out-paced traffic growth.

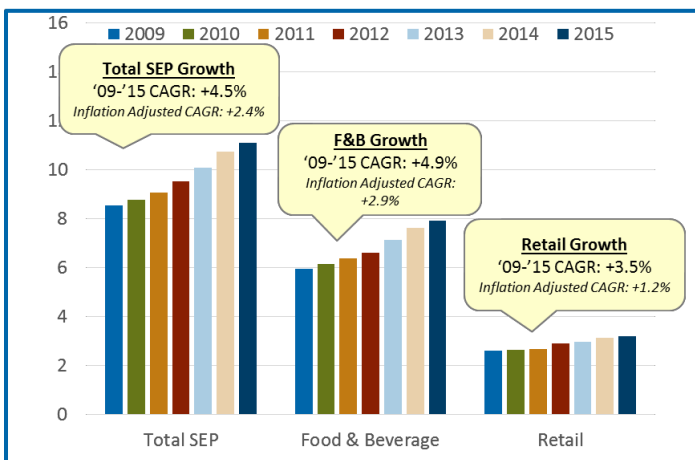
Figure 7 Denver Growth in Commercial Sales 2009 - 2015, Nominal



Source: DEN Airport Data;

From 2009-2015, F&B sales per enplanement have grown at a faster rate than retail sales per enplanement, although like F&B, retail SEP has grown each year (see Figure 8). F&B was the primary driver of overall SEP growth, increasing at a compound annual rate of 4.9% compared to 3.5% for retail.

Figure 8 Sales per enplanement (SEP) by category 2009 - 2015



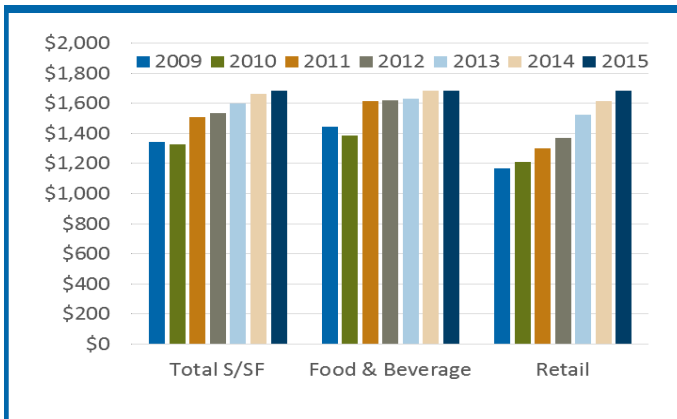
Source: Airport Revenue News (ARN 2009-2014); DEN Airport Data; Bureau of Labor Statistics
 Note: "Merchandise" includes Duty Free.

In terms of space productivity, retail productivity has grown faster than F&B productivity (see Figure 9). Currently, F&B and retail both generate similar sales per square foot. In other words, the sales are proportional to the space distribution between the two streams.

Some part of the increased retail productivity is due to a decrease in retail square footage (see Figure 10), which represents the closure of primarily one retail location, Skyport Marketplace in Concourse B. However, retail space did not decrease each year from 2009 to 2015, during which time, retail sales productivity increased. During the same period that retail space decreased, F&B space increased, which did not lower the productivity of F&B. This suggests that DEN experienced unmet demand for F&B. While some of the increase in retail productivity may be due to decreases in retail space, annual increases in retail sales per square foot have been significantly greater than annual changes in retail

space. Initially it may appear that too much space was allocated to retail; however the better understanding is that DEN experienced unmet retail demand, not from too little space necessarily, but from a misalignment of the retail mix to passenger wants.

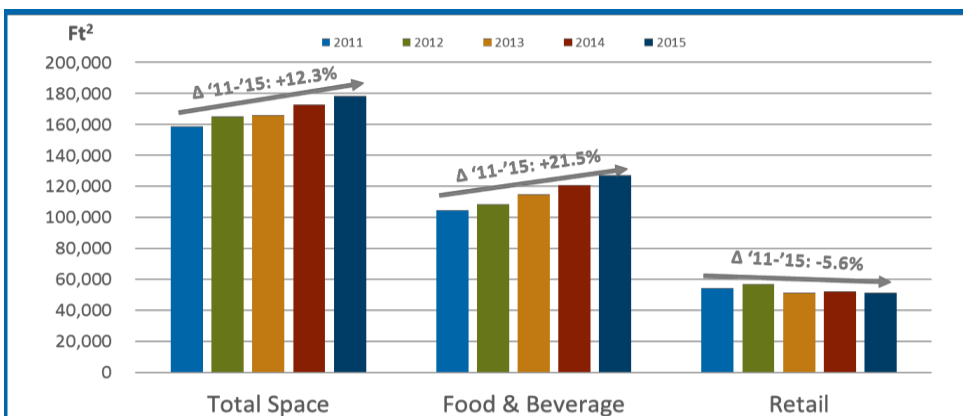
Figure 9 Sales per square foot by category 2009 - 2015 (nominal)



Source: DEN Airport Data; Note: "Retail" includes Duty Free

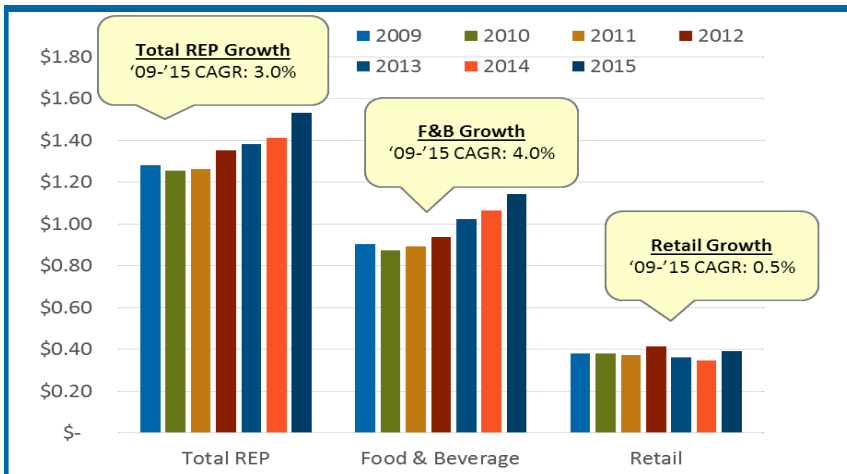
Although retail space has seen significant increases in both space productivity and sales per enplanement over the last six years, retail revenue per enplanement has remained essentially flat during the same period, even as F&B revenue per enplanement has grown (see Figure 11). This indicates that, because of contract terms or revenue collection, the airport is not accruing all the benefits due from the growth in sales. Clearly, this discrepancy presents a low-hanging revenue opportunity.

Figure 10 DEN commercial space (feet²) by concept, 2011 - 2015



Source: Airport Revenue News (ARN 2011-2014);

Figure 11 Revenue per enplanement by category 2009 - 2015, nominal



Source: Airport Revenue News (ARN 2010-2014); DEN Airport Data;

In summary, the DEN passenger and travel profile data are very good, with long dwell times, higher education levels, and a concentration in the most desired age ranges. These demographics suggest that passengers have a strong capacity for concession engagement and spending.

During the period of 2009-2015, for both F&B and retail, gross sales and sales per enplanement have grown. Rates of both performance metrics have exceeded the growth in traffic which, in the absence of any other underlying factors, such as a major program reconfiguration, indicates underlying unmet demand.

From 2009 to 2015, growth in F&B revenue per enplanement has outpaced growth in retail revenue per enplanement. While F&B revenue per enplanement have grown at a compound rate of 4.0%, retail revenue per enplanement has grown only 0.5%.

2.1.3 Pricing Analysis

The pricing policy within the Great Hall must remain consistent with the policy for the remaining airport. A different pricing philosophy, particularly if it were to lead to higher prices, would soon be noticed, would likely lead to increased public scrutiny and resulting negative publicity, and a loss of sales, as customers would seek out the lower prices in the remaining portions of the airport.

Therefore, pricing should be maintained at a “Value Pricing” level (street pricing at the same level of local outlets of the brand plus 10%), utilizing similar benchmarks to those permitted by the Owner of Denver. In this manner, consistency will be maintained, which will offer the best chance for vendor, and concession program, success.

Details of the pricing policy to be applied are described in section 8.6 of this document

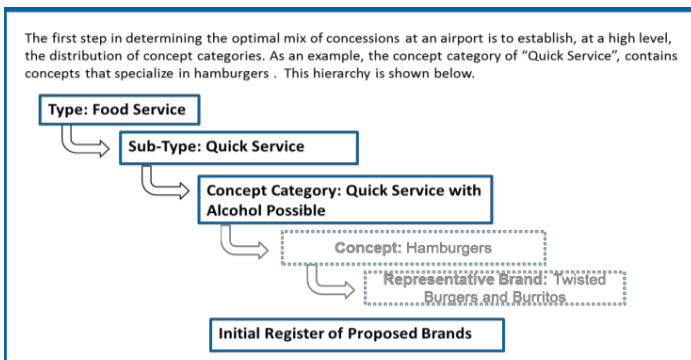
2.1.4 Branding analysis

Brands types will play an integral part of the DEN Concession Program. The segmentation and methodology of developing the proposed products and then branding are presented in Figure 12 and Figure 13.

Figure 12 Product Segmentation



Figure 13 Product Hierarchy Methodology



Within the categories shown above, concession brands are broken down in two different ways. First, by type of brand, second by market segmentation. What follows is a discussion of type of brand, the specific names are used for illustrative purposes only. A more targeted brand strategy will be developed once the final layout of the project has been completed. The CDMP will establish the overall strategy and desired concept defining the type, sub-type, concept category and type of brand (national/international vs local) an indicative target segment. The specific brand to be implemented will depend on the procurement process and how each tenant crafts the proposal to the specific Great Hall Project needs.

The types of brands which were considered for development were as follows:

- **National/International:** brands that are well known throughout the country or the world and have operating locations (or wide Internet usage) in multiple states and/or countries.
- **Local/Regional:** brands that are well known in the Denver metropolitan area, and/or throughout Colorado and adjacent states.
- **Proprietary/Non-Branded:** locations that either operate without a brand (i.e., "Snack Bar"), use a name which is made up solely for the location of the airport (i.e., "Denver Airport Sweets"), or which is a brand that has been created by the operator and appears exclusively, or nearly exclusively, in airports and transportation hubs (i.e., Vino Volo, InMotion).

Each type of brand has a role. National/International brands can add prestige and they also provide "comfort/familiarity" to travelers, particularly in a hub where travelers may not be familiar with the

Denver region and its street-side offerings. Local/Regional brands provide a sense-of-place. They are unique to the region and help bring a local flavor to the airport. These brands, if operated by the brand owner, provide additional opportunity for local participation in the concession program, though national brands can also be licenced and operated locally. The final type of brand, Proprietary/Non-Branded, includes, to a great extent, all news/convenience retail operations, even those labeled as “CNBC” or “Denver Post.” Those locations, regardless of the brand, are virtually identical to all of the “non-branded” news/convenience outlets. There are a number of company-owned specialty retail brands (such as Cibo Market, Hudson Bookseller, eSavvy, etc.) that also fall into this category. Proprietary/Non-Branded locations allow an airport to fill out its concession program by filling needs that cannot necessarily be addressed otherwise. Generally, branded locations will perform better than non-branded locations, especially in retail.

Additionally, the market segment addressed by each brand was further considered. Brands were divided as to whether their primary product mix includes products that appeal to the following markets:







- Luxury
- Upper Mid-Market
- Mid-Market

The types of DEN travelers were a key component in how concessions were split among brand-types. The Elites and Explorers were targeted as the key groups. These adventurous and demanding customers tend to prefer the status of International/National brands, as well as the ethos of the region provided by Local/Regional brands and are more willing to pay to enjoy Luxury brands. Upper Mid-Market brands often also have status and cache, particularly in food service, where brands such as Five Guys and Smash Burger are considered to be “better” brands than, for example, McDonalds and Burger King.

Proprietary/Non-Branded concessions were recommended to fill out demands or where there were no known reasonable options from the other brand categories. There are places all of these types of operations within a concession program and focusing on one to the detriment of the others is a mistake.

Given these guidelines, the following graphic shows where certain food service brands reside inside these categories.

Figure 14 Food & Beverage Brand Segmentation





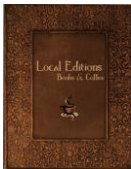
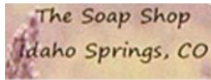



National/International			
Local/Regional			

Proprietary/Non-Branded			
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A balance among these brand categories is necessary. For food service concessions, an equal split of about 45% International/National and Local/Regional brands with approximately 10% Proprietary/Non-Branded concessions should be appropriate to create both the sense of place for the local traveler and those who have been visiting and wish one final taste of the region. The 10% Proprietary/Non-Branded may include bars such as VINO Volo, Beaudevin and bars which feature a number of different local craft brews that do not operate outside of the airport, for example.

The mix of retail is somewhat different, as all news/gift are considered to be Proprietary/Non-Branded. Therefore, that classification will make up approximately 60% of the total retail shop space, to include a few specialty retail units, such as those specializing in regional merchandise, that do not operate outside the airport and electronics stores, such as InMotion or Tech Showcase. The 20% component of the program with National/International brands will include status brands, such as Gucci or Bvlgari and more commonly seen brands, which might include, for example, Sunglass Hut. The remaining 20% of the retail program will be made up of Local/Regional brands to contribute to a sense-of-place and offer opportunities to local operators to participate in the airports' concession program. { Illustrative List of Potential Brands is available in Appendix}.

Figure 15 Retail Brand Segmentation

National/International			
Local/Regional			
Proprietary/Non-Branded			

Developer will maintain a register of Brands in accordance with the strategy described above and in line with the final concessionaires to be installed in the Great Hall after the procurement process for use in the Concessions Space generally. Along with this register Developer will attach the list of Prohibited Brands provided by the Owner as of the date of the Development Agreement. The Vice-President Commercial will be responsible for monitoring the register of brands supported by the account managers. The brand compliance check is part of the Key Obligations checklist described in section 1.1

2.2 Concession Program Performance Goals

This section sets out the goals and expectations of the program, based on the analyses discussed above. There are short and medium term goals split into financial and non-financial. The details of these goals will be confirmed at a later stage.

The Developer will require each Sub Concessionaire, through the agreement, to provide the information necessary to assess and monitor the financial and non-financial performances described below.

2.2.1 Financial

Financial performance indexes are key indicators of the commercial performance in the Great Hall (see Table 2.4). This section identifies the goals for the program that can be objectively monitored.

Monitoring of a concession program of this scope requires the use of certain Key Performance Indicators (KPI) (see Table 2.4) that provide insight into concession performance. We will monitor the KPI against our short term (36 month) forecast where applicable, but we will also use other KPI metrics to analyse the Concession performance to support our strategic planning.

The Developer will rely on the monthly traffic related information provided by the Owner including: historic and forecast of enplanement passengers, originating passengers, passengers going through the A bridge (if available), peak hour passengers (if available) and any other metric that is mutually agreed between the Developer and the Owner is required to complement the reports. This information should be provided in a timely manner and no later than 5 days prior to the due date of the corresponding report so the Developer can comply with the reporting requirements set out in the Development Agreement. If no updated information is available by the required time, Developer will use temporarily the last available information and estimates until the updated information is available.

Table 2.4 Financial Key Performance Indicators

Metric	Description	Measure	Goal
Sales ³	Total achieved versus forecasted	Concession performance	Concession level: According to forecast in each concessionaire proposal. The sales goal per category for the program are included in Section 3
Sales % to Total	Total contribution of the unit to the concession program	Concession performance	Will be established based on the final proposals by developers vs the forecast at program level

³ Sales are used interchangeably with gross receipts

Metric	Description	Measure	Goal
Sales % to Total Category (level 1)	Total contribution of the unit as a proportion of the category (F&B, ...)	Concession performance	Will be established based on the final proposals by developers vs the forecast at program level
Sales per Passenger	Total sales divided by originating passengers at category level	Concession performance	Concession level: According to forecast in each concessionaire proposal. The goal per category for the program are included in Section 3
Capture Rate	Measures store penetration with the usage of average transaction value data (if available)	Concession performance	This metric will be used as a diagnostic to understand changes in sales level, but not to forecast sales.
Revenue	Total versus anticipated revenue	Value to overall concession program	Concession level: According to forecast in each concessionaire proposal. The goal per category for the program are included in Section 3
Revenue % to Total	Store revenue as a percent of total revenue collected	Value to overall concession program	Will be established based on the final proposals by developers vs the forecast at program level
Effective % Rent	Actual percent of total sales of monies paid to Developer for rent of any sort	Concession performance	Based on each concessionaire proposal The goal per category for the program are included in Section 3
MAG Months %	Total percentage of months for operation on which the store paid only the minimum annual guarantee (no percentage rent)	Potential productivity problems	This metric will be used as a diagnostic tool, the aim would be to minimize this %.
Vacancies	Total number of unplanned vacant space (numbers of shops)	Effectiveness of marketing to vendors	According to Development Agreement Performance Requirements
Vacancies %	Vacant space as a percentage of total	Effectiveness of marketing to	According to Development Agreement Performance Requirements
Space in planning	Number of concession location in planning and approval process	Management of approval pipeline	This metric will be used as a monitoring tool. The goal will be established according to the procurement plan for each unit so it complies with the Transition and Phasing Plan

Metric	Description	Measure	Goal
Planning time	Time taking for concessionaires to develop plans versus agreed standard	Contract adherence	This metric will be used as a monitoring tool. The goal will be established according to the procurement plan for each unit so it complies with the Transition and Phasing Plan
ACDBE Participation	Actual versus anticipated percent of ACDBE participation	Contract adherence	According to Development Agreement Performance Requirements

2.2.2 Non-Financial

The non-financial performance will be an element of the Premium Value Concessions Program, which is explained in detail at section 5 of this CDMP. Non-Financial performance indicators the Developer is planning to use are shown in Table 2.5, but the Developer will not be limited to those listed below.

Table 2.5 Non-financial Key Performance Indicators

Metric	Description	Measure	Goal
Mystery Shop	Monthly score on mystery shop	Concession performance/performance	According to Development Agreement Performance Requirements
Mystery Shop Average	Average score for all months of mystery shops	Concession performance	According to Development Agreement Performance Requirements
Complaints ⁴	Number of monthly complaints received by the Developer in relation to each tenant	Concession performance	
Complaints Response	Time it takes to respond to complaints and resolve the issues	Concession performance/adherence to contract	According to Development Agreement Performance Requirements

2.3 Concession Program Planning⁵ and Concession Layout Plan

This section explains our Concession Program and Concession Layout Plan to meet market needs, market changes and market requirements we have identified in section 2.1 (Concession Program Supporting Analysis). The plan addresses both shorter and longer term goals.

The layouts presented in this CDMP are still pending some final minor adjustment which may lead to small variations to the details presented below. However, we do not anticipate any material difference in terms of square footage nor material impact on revenues. The Concession Layout Plan (see Appendix K) shows the initial floor plan for the Great Hall on both Levels 5 and 6 with classification by unit type.

⁴ This metric will not be used to assess the PVC due to the potential inaccuracy of available data.

The figures by commercial category in the tables in this section reflects the Developer’s latest strategic thinking in terms of space allocation by category. In order to respond quickly to changing market trends or needs the Owner and Developer agree that changes to these space allocation by category can be discuss ahead of the next CDMP review if needed.. The number and size of the units may vary during the detailed design.

Our current approach for the opening day is described below.

2.3.1 Commercial Layout and Strategy

The commercial strategy and design are intended to optimize the concession locations, concepts and offerings. Specific attention was given to passenger traffic flows through the terminal and the sequence and placement of specific commercial units.

Level 6

Passengers enter the airport on Level 6 of the Great Hall, entering from either the east or west side of the facility. A connecting bridge links to two sides of the Hall and allows passengers to move freely from side to side. Around this connecting bridge, five distinct commercial units will be clustered. This creates a congregating space where passengers can gather and address final needs before proceeding through security. The mirrored design means the passenger experience for both the east and west sides of the hall will be identical. The locations of concessions were placed along the primary circulation pattern of those leaving the ticketing hall for the SSCP. In total, this landside area includes 5 centrally located concessions that will include 2 news/convenience stores for last minute needs and to service employees and 3 F&B units including quick serve, likely for a walkaway type of concept, and a bar area that allows for a central meeting point pre-security .

Figure 16 Level 6 layout and passenger flow

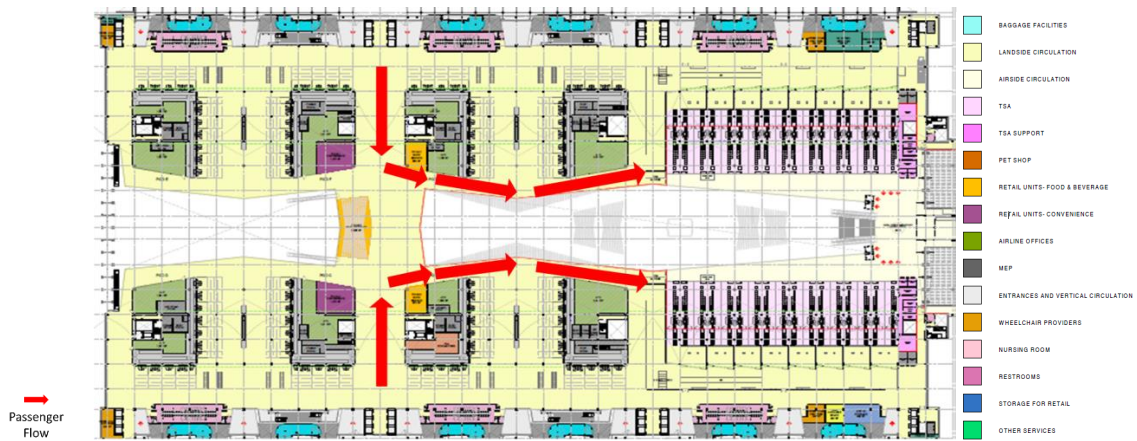


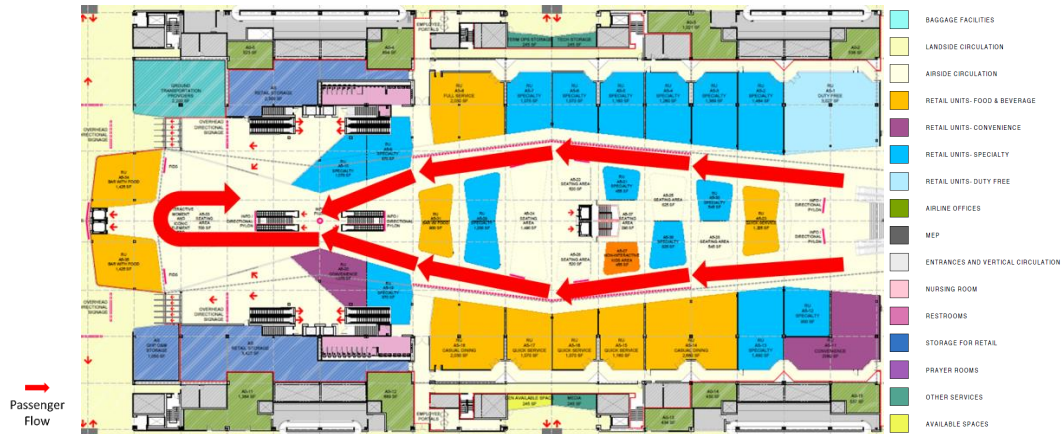
Table 6 Summary of Proposed Level 6 Landside Concessions

Category	Number of Units	Total Space (SqFt)	Sub Categories Included
Food and Beverage	3	4,100	Quick Service, Bar with Food
Retail	2	2,950	News and Convenience
Total	5	7,050	

Airside Plaza – Level 5

Passengers enter the Airside Plaza from the north end of the hall, coming down a set of two escalators from the security area located on Level 6. Once passengers have descended the escalators (or elevators – two are located next to the escalators) they walk towards to the south side of the hall, where another set of escalators take passengers to the AGTS train system. While walking through the hall, passengers are exposed to commercial units on both sides of the Plaza as well as units in the center.

Figure 17 Level 5 Airside Plaza layout and passenger flow



There are several complimentary components to the Airside Plaza. For instance, Duty Free anchors the high-end specialty retail village with the first unit on the right when passengers disembark from the escalator. The unit will be exposed to all international departing O&D traffic with the exception of those using the Concourse A bridge. Following the Duty Free shop is a retail street of multiple adjacent specialty operators that are envisioned to carry high-end luxury products mostly in the fashion/apparel category.

The center of the airside plaza includes a mix of food service offerings, interactive areas and specialty retail that will promote cross traffic from the east to the west and back again. The open air environment with interactive features creates an attractive place to spend time and congregate, and allows passengers to be immersed in the new, exciting clerestory environment.

On the left hand side as passengers walk through the Hall and opposite of the retail village, there is a multi-unit dining hall as well as a prominent casual dining location that will allow passengers to decompress and dine in this new, exciting and vibrant airside plaza before heading for the concourse. While dining, passengers will be able to reflect on the retail village and will see opportunities for potential shopping stops before they continue onto the concourse. Other food service offerings in the airside plaza are envisioned to include a sushi bar and regionally themed beer market (brew pub).

At the end of the Hall, at the far south side of the airside plaza, the offerings are as vibrant as the north. It will include an interactive feature or iconic element flanked by two bars that are envisioned to be unique and distinct from one another; something for every adult. One news/convenience and four specialty retail concepts will tease passengers with their last chance to shop in the energetic and stirring airside plaza. The two units closest to the escalators remain in discussion and are pending final design. They are not included in the unit summary that follows and are not included in sales and revenue forecasts in the base case.

Table 7 Summary of Airside Plaza Concessions

Category	Number of Units	Total Space (SqFt)	Sub Categories Included
Food and Beverage	10	15,110	Quick Service, Bar with Food, Casual Dining, Full Service
Retail	17	18,918	News and Convenience, Specialty Retail

Duty Free	1	3,027	Duty Free/Duty Paid
Total	28	38,719	
Seating	6	4,330	Seating, Play Area

Meeter/Greeter Areas - Level 5

All arriving passengers will pass through one of the two Meeter/Greeter areas in order to access ground transportation. The Meeter/Greeter areas are both located on Level 5, on either end of the Airside Plaza. The Meeter/Greeter area to the south of the Plaza is for passengers arriving on domestic flights. These passengers will depart the AGTS train on Level 4, exit the secure area of the airport and take an escalator up to Level 5 where they arrive at the north end of the Meeter/Greeter area. Commercial units will line both the east and west sides of the area, along with units in the center. Passengers will enter the area in the center and will need to walk around either side of the Meeter/Greeter area to reach baggage claim carousals and ground transportation options.

Multiple quick serve options and a full service dining facility anchor the food and beverage offerings to the left as passenger ascend from Level 4. These units will serve arriving passengers who would like some food for the road as well as hotel guests, meeter greeters and employees. Opposite the food and beverage cluster is a prominent specialty retail offer is envisioned as an outdoor lifestyle concept that would feature items for the adventurer arriving Denver and the region. The domestic meeter/greeter space also includes an incubator space created to offer opportunities to local operators who may someday wish to have larger, in-line spaces.

Figure 18 Level 5 Meeter/Greeter Areas layout and passenger flow

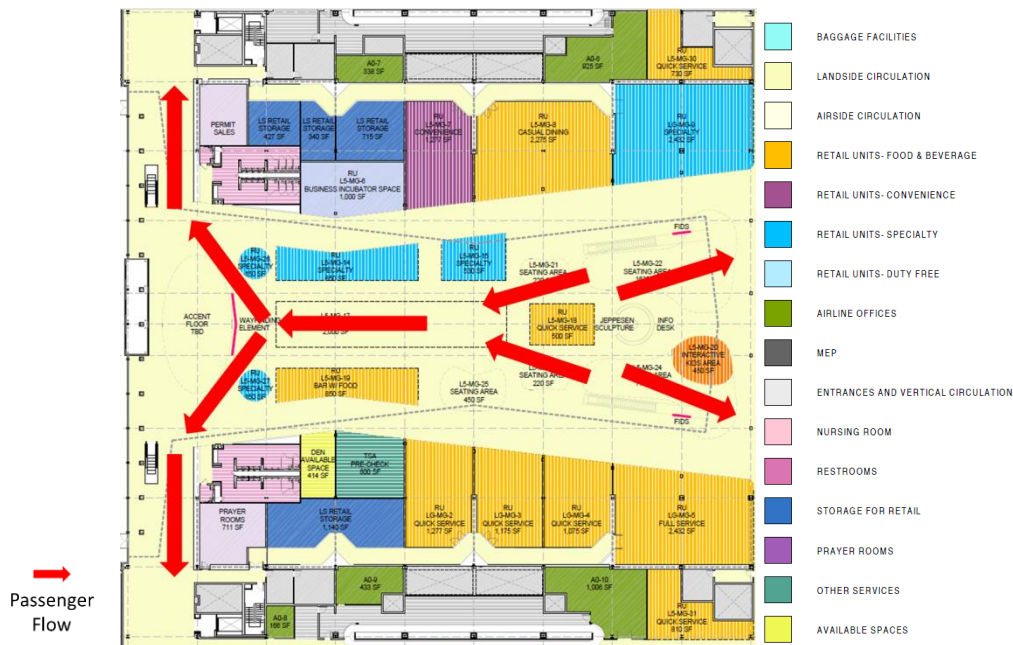


Table 8 Proposed Domestic Meeter/Greeter Area Concessions

Category	Number of Units	Total Space (SqFt)	Sub Categories Included
Food and Beverage	9	11,485	Quick Service, Bar with Food, Casual Dining, Full Service
Retail	6	5,390	News and Convenience, Specialty Retail
Seating	5	5,640	Seating
Total	20	22,515	

The international Meeter/Greeter area serves the same purpose, but is accessed only by those passengers who arrive from international flights and must clear customs and immigration in Denver. Those passengers will arrive in Concourse A and take the pedestrian bridge to the Great Hall. Before arriving in the international Meeter/Greeter area, they will clear immigration and customs and claim their baggage. They will leave the secure area of the airport upon arrival in the Meeter/Greeter area. The space will include two units: a Quick Service F&B unit will allow meeters/greeters to sit in a café environment while waiting for their arriving passenger. This unit will likely also offer coffee and other refreshing beverages for the arriving passenger after a long international flight. The second unit, a convenience retail concept, offers travelers a chance to make purchases of things forgotten before departing the airport. Finally, a small foreign exchange kiosk, which is one of the non-competing activities⁶ retained by the Owner, allows travels to exchange their foreign currency upon International arrival.

Figure 19 Level 5 International Meeter/Greeter Areas layout and passenger flow

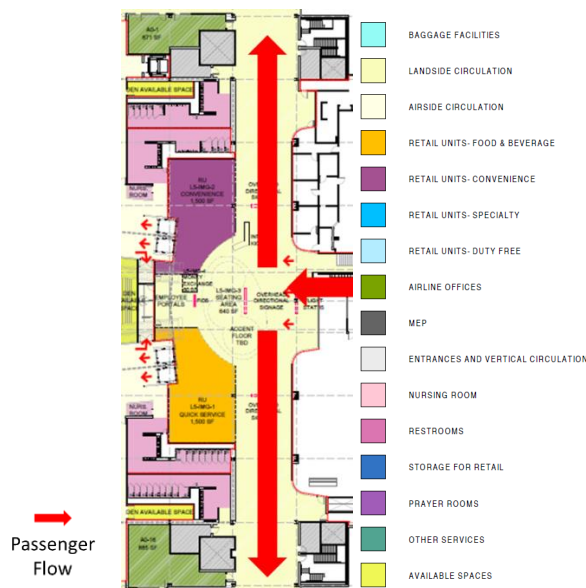


Table 9 Proposed International Meeter/Greeter Area Concessions

Category	Number of Units	Total Space (SqFt)	Sub Categories Included
Food and Beverage	1	1,500	Quick Service
Retail	1	1,500	News and Convenience
Seating	2	700	Seating, Money Exchange
Total	4	3,700	

2.3.2 Project Phasing and Commercial Schedule⁷

The majority of commercial units will become available for use at the completion of Phase 4 of the project, expected in 2021. However, some units will be online earlier, with some completed at the end of Phase 1 and ready for operation by mid-2019.

⁶ Refer to the Development Agreement for definition and Appendix K for a visualization of the Non-Competing activities.

⁷ This section, as well as the rest of the document, is based on the information available as of the date of this report and they will need to be reviewed with any future changes to construction and business plan update. For further details please refer to Transition and Phasing Plan.

Level 6 units will be available ahead of most of the other concessions in the Great Hall.

Table 10 Proposed Departure Area Landside Unit Phasing

	Food and Beverage	Retail	Other
Phase 1 (2019)	2		
Phase 2 (2020)		2	
Phase 3 (2020)			
Phase 4 (2021)	1		

The two smaller food and beverage units, expected to be quick service offerings convenient options for travelers and employees, will open at the end of Phase 1. The final F&B offering, expected to be a bar with food options available, will not be completed until the end of Phase 4 in 2021. In 2020, at the end of Phase 2, the two convenience retail offerings will open.

The Airside Plaza will open in two phases, with most units not opening until construction is complete at the end of Phase 4. Five units will open at the end of Phase 1, but importantly these will not be airside units at this time as the completion of changing security placements won't be completed until the end of Phase 4. As a result, revenue forecast for these units changes from the time they open in 2019 to the opening of the full Airside Plaza in 2021. Of the five units opening in 2019, three will be food and beverage offerings and two will be retail. An additional five units, located along the west side of the Plaza will also be completed at the end of Phase 1 but they will not be operational until Phase 4 is complete due to construction staging needs. However, some space in these units may be available for use by the other, opened concessions.

Table 11 Proposed Airside Plaza Unit Phasing

	Food and Beverage	Retail	Other
Phase 1 (2019)	3	2	
Phase 2 (2020)			
Phase 3 (2020)			
Phase 4 (2021)	7	16	6

Note: The Duty Free unit is included in the total retail number opening after Phase 4. Other units include common seating areas and a play area. It is possible a common seating area will be added in the interim depending on the needs of construction phasing areas.

In both of the Meeter/Greeter Areas all units will open at the end of Phase 4 of construction, in 2021.

The tables below offer a summary of those specific units that will open before the end of the project (Phase 4.)

Table 12 Units Complete At Conclusion of Phase 1

Unit	Square Footage	Area	Type
RU-L6-2	800	Landside Level 6	F&B
RU-L6-5	800	Landside Level 6	F&B
A5-7 *	1,070	Airside Plaza	Retail
A5-8 *	2,030	Airside Plaza	F&B
A5-9 *	870	Airside Plaza	Retail
A5-10 *	1,078	Airside Plaza	Retail
A5-17	1,070	Airside Plaza	F&B
A5-18	2,030	Airside Plaza	F&B
A5-20	1,078	Airside Plaza	Retail
A5-29	1,200	Airside Plaza	Retail
A5-31	900	Airside Plaza	F&B

It is important to note, the units noted with an asterisk will be completed but not open after Phase 1. These units will be used for construction staging following the completion of Phase 1. In addition, all units in the Airside Plaza will be located in landside space until the completion of Phase 4. This impacts the expected productivity of those units.

Phase 2 involves far fewer units coming on board. Both are located on Level 6. All other units open at the conclusion of Phase 4.

Table 13 Units Complete At Conclusion of Phase 2

Unit	Square Footage	Area	Type
RU-L6-1	1,475	Landside Level 6	Retail
RU-L6-4	1,475	Landside Level 6	Retail

In summary, the majority of units will open following the completion of the project in 2021. 9 units will open earlier. All will be located landside (until the completion of Phase 4) and the units will offer a mix of 5 F&B units and 4 retail units.

Table 14 Summary of Total Great Hall Unit Phasing

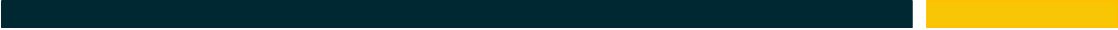
	Food and Beverage	Retail	Other
Phase 1 (2019)	5	2	
Phase 2 (2020)		2	
Phase 3 (2020)			
Phase 4 (2021)	18	23	16

This section will be updated to reflect the evolution in Developer’s plans to keep on meeting the evolving market needs of DEN Patrons at least within 2 years since Commercial close. In addition, DEN will develop a temporary concession program to provide offerings in key locations throughout the construction phase of the project (see Annex 6-B of the DA).

2.3.3 Incubator Concept

The Incubator space will be located in the meeter&greeter hall. The intention of this concept is to offer opportunities to, and build capacity for, small local business who may wish to have larger, in-line spaces but may not have the relevant experience. An illustrative list of parameters to select qualifying tenants is:

- Kiosk style concession space
- Tenant requirements
 - No sales threshold requirement from previous operations
 - A relevant, innovative concept
 - Small business
 - Very limited or no previous airport concession experience
- Key terms
 - Base case is 6 months, unless the Developer is convinced that an alternative period would be appropriate
 - No major capital investment (Developer provides tenant finish however; the concessionaire will be able to customize the space)
 - Percentage fees commensurate with percentages being established for other spaces, but no Minimum Annual Privilege Fee (MAPF)
- Procurement Process:

- 
- Due to the short term agreement, the Developer will keep a database of potential interested parties and select a short-list of companies that can provide the relevant concepts. The Developer will, at its sole discretion, select the preferred bidder;
 - the Developer will have the right to appoint the tenant through Direct Negotiation, that will not count towards the cap defined in section 6.

The key terms and tenant requirements provide a great opportunity for a small business to enter the market with reduced barriers to entry and gives them a chance to highlight their skillset to the Developer and DEN with the potential to be considered for a longer lease term in future procurements. Smaller businesses can provide new, innovative ideas that may not be used in airports today. The incubator concept gives the Developer the opportunity to market test these new ideas and develop the concessions program with tested customer demands in mind.



3 Revenue Forecasting

This Section is considered business confidential and is therefore withheld

4 Concentration of Ownership Policy

As a publicly owned facility, DEN has an obligation to build its concession program on a foundation of fairness and transparency.

As the Developer for the Great Hall Project we support DEN’s overall vision and mission and will respect their policy framework for managing and developing the concession program (SD4 DEN Existing Concessions Policy).

The vision for the Airport’s concession program is:

“A Concession Program that is among the best in the world offering value, excitement and wide range of culinary and retail experiences and services that evoke a strong sense of place reflecting the modern west spirit of Denver, Colorado and Rocky Mountain West.”

The Airport has implemented a direct contracting approach for the concession program. While DEN management acts as the overall developer of the airport concession program and enters directly into concession agreements with many individual concession operators, for the Great Hall Project they have appointed us as the Developer and we will manage the Concession Program in this part of the airport.

In order to encourage competition and to maximize opportunities for small local businesses consistent with DEN’s role as the master developer, a policy to discourage excessive concentration of concession ownership was implemented and made effective July 18, 2007. The policy was revised October 9, 2013. The policy was revised again and made effective as of December 15, 2014.

As the Developer, our Concentration of ownership policy will respect that of the airport but the Goals will only apply to the Great Hall and should not be affected by the situation at the concourses. The goal will be calculated from Project Operating Phase and therefore will not apply during construction.

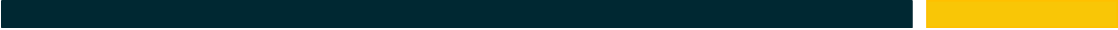
Our Concentration of Ownership maximum rate is that no Sub Concession Operator, for retail and food and beverage, may own, control, manage or operate commercial space (expressed in square feet) that exceeds:

- a. 30% of the total amount of the Great Hall commercial available Space (this includes any vacant space); or
- b. 20% of the total available (includes vacant space) amount of the Great Hall’s Concession Program Space for Concession Operator’s type of concession (F&B, Retail).

Due to the limited space allocated to Duty Free and Services the Concentration of Ownership does not apply to point (b) listed above (Concession Operator’s type).

The maximum Concentration of Ownership will be calculated as follows:

- a. **Concentration of Ownership %** (Max 30%) = Total Ownership sqf / Total Great Hall Commercial Space available; where
 - o **Total Ownership sqf** = Unit Commercial space sqf X % of Ownership (of the specific unit)
(for example Ownership Y owns 51% of 1 unit of 1,000sqf and also 30% of a unit of 1,000sqf, Owner Y will have a total of 510sqf+300sqf.)

- 
- b. **Concentration of Ownership by Concession Type % (Max 20%)** = Total Ownership by concession type sqf / Total Great Hall Commercial Space by concession type available;
where
- **Total Ownership sqf by concession type** = Unit Commercial space sqf (for the specific concession type) X % of Ownership (of the specific unit)
(for example Ownership Y owns 51% of 1 F&B unit of 1,000sqf and also 30% of a Retail unit of 1,000sqf, Owner Y will have a total of 510sqf for F&B.)

An updated Concession of Ownership Report will be presented to DEN every 6 months. The template for monitoring and reporting Concentration of Ownership is in Appendix E.

With respect to the Concessions Program, the concentration of ownership maximum rate will be applied after Project Substantial Completion and will not apply during the Project Construction Period.

5 Great Hall Premium Value Concessions (PVC) Program

As Developer we have created a Premium Value Concessions Program (“Great Hall PVC Program”) to encourage growth in concession revenue by rewarding certain categories of Concessionaires that deliver the highest performance and quality standards.

All Concessionaire’s acknowledge and accept they are required by the Sub Concession Agreement, to participate in the Great Hall PVC Program.

The key elements of our Premium Value Concession Program are highlighted in Figure 24 and explained in greater detail in the relevant sections of this CDMP, ultimately they are part of our DNA.

Figure 20 Approach to Premium Value Concession Program

OBJECTIVES	Encourage Growth in Concession Revenue Maintain High Standards for Quality of Products and Services
TOOLS	DESCRIPTION
Common Marketing Fund	It is the best way to engage all on common theme activities that improve customer experience and incentivize sales
Contracts	For risky areas a contract with fees structured per tier (share pain and reward) For stable areas , incentives if the growth in terms of sales per pax exceeds the target Business partnership mentality without compromising customer service excellence (Allow for revisions to terms and conditions under “exceptional” circumstances)
Training	Implementation of a training center modelled on Heathrow Academy’s success and targeted to the airport and concession employees in best practices to deliver excellent and consistent customer service and set expected standards
Recognition	Promote airport awards in various categories. E.g. best shop, best small shop, best restaurant, employee of the year, manager of the year, etc.
Engage the Employees	Retail sales challenge : fix a sales stretch (above our budget) to retailers. If they reach it, prize could a bottle of champagne for the staff or contribution to the holiday party of the crew
Continuous Improvement	Retail audits : a team that walks the shop floor at various time of the day/week and reports issues (e.g., shop closed, staffing, stock level, cleanliness, etc.) Quarterly session with retail managers sharing data about traffic, events, marketing, airport works etc. to keep shop managers informed Quarterly performance review meetings with concessionaires to discuss operational and financial performance and share airport update

The following three elements are the key components of the PVC Program

5.1 Top Performers in Customer Service

As Developer we are responsible for promoting our Sub Concessionaires meet these performance requirements – shops, restaurants, services & advertising. Although performance requirements are applicable continuously, Mystery shopping surveys will be carried out quarterly in each outlet to monitor and measure performance with summary reports being made available to the Owner upon completion of each report. The surveys will be qualitative as well as quantitative so as to provide context around the scores and, to enable management to feedback to Sub Concessionaires with as much useful information as possible, accelerating the improvement process and overall performance. These Mystery shopping surveys (which focus on customer service) are in addition to the Sub Concessionaires Obligation Checklist (which focuses on contract compliance).

The reporting dashboard will be along the lines of the table below (the 3rd section identifies the categories that will be measured) while the detailed indicative questionnaire can be found in Appendix D. The questionnaire will be qualitative and quantitative, and periodically reviewed and updated to address the information needs or strategic areas identified from the analysis of the preceding ones.

Indicator	Score	How to interpret the score
Your score %	49%	Overall % score for the quarter
Your score points	108	Actual points scored for the quarter
Max. points	220	Maximum number of points that could have been scored for the quarter
Your previous score %	75%	Score from previous quarter

Indicator	Score	How to interpret the score
Company average (Last 12 months)	80%	Average % score from all surveys in past 12 months
No. of evaluations	24	Number of surveys in last 12 months
Company rank (last 12 months)	94/98	Ranking out of all sub concessionaires based on past 12 months

Section	This Evaluation %	Last Evaluation %	Change	How to interpret the score
General Information			0%	Context of visit e.g. Date, time, did you purchase, store activity (quiet/busy)
First Impressions			0%	The look and feel of the store, product range, promotions, design and ease of shopping
Approaching the Customer			0%	Establishing if customer was welcomed into the store, how friendly were the staff and, if not welcomed what were the staff doing
Sales Consultation			0%	Analysis of sales technique, did the sales person adequately assess customer's needs
Sales Transactions			0%	Speed of service and how well did the

		cashier perform
Overall Impression	0%	Covering service, value for money, satisfaction and ultimately, would you return and shop here again
Overall Summary	0%	Qualitative narrative summarising the visit

Scores by concessionaire for each quarter and YTD will be shared with all operators so as to foster competition and raise standards i.e. we will name and shame. Quarterly winners and most improved score within Food and Beverage and Retail will receive a recognition award that can be shared with their team. An annual recognition award for the overall winner each year will be presented by the Executive Director of Great Hall Partners and a well-known Community Leader. In addition to the recognition award, the winning caterer and retailer will receive a plaque “Best Retailer/Best Caterer 20__” to be displayed at the front of their store. This will give our monitoring and reporting process some gravitas and have a positive impact on performance.

5.2 Top Performers in Financial Metrics

The third key feature of the Premium Value Concession Program is that those Concessionaires that over-perform the business plan provided in the procurement process either through the competitive process or, in case of direct negotiations, the baseline agreed between the parties will be given the opportunity to engage direct negotiations. The direct negotiation through the Premium Value Concession Program will not count towards the cap set forth in section 6.

This opportunity will be granted to those concessionaries that 22 months prior to the expiration of the contract are over-performing their baseline forecast by 5% in terms of total sales or sales per O&D Enplanement. In addition, the Concessionaire must not have appeared in the bottom 50% of the quarterly Mystery Shopper report ranking as identified in the preceding 4 reports.

The direct negotiation period for the extension will last 4 months. There is not an obligation by the Developer nor by the Concessionaire to agree to extend the contract. If there is no agreement to extend the contract, the unit will be integrated in the standard procurement process described in section 6. The extension can be granted only once and the duration of the extension will be subject to the same duration limits as the new contracts according to this CDMP and the Development Agreement. The terms and conditions of the contract will be re-negotiated and there is no obligation by any of the parties to keep any commercial term from the previous contract.

6 Concessions Procurement Plan

The Concession procurement process and evaluation guidelines are in Appendix B. The procurement plan has been developed based on DEN’s existing guidelines and agreed with DEN through a collaborative approach. These documents will be the guideline for the Developer’s procurement process.

In order to achieve the goals described in the previous section we will use two different transparent procurement processes:

1. **Competitive tender process**, fair and transparent, as described in Appendix B.
2. **Direct negotiation** for specific spaces that are strategic for targeted Sub Concessionaire.

Direct negotiation is an ad-hoc tool to be used to achieve specific goals or satisfy a strategic need. Given the purpose of this tool, it can only be used up to a maximum of 30% of the available Concession locations.

In case of un-expected termination of a Concession Agreement, the Developer will consider the use of one or more of the following options:

1. **Short-Term direct negotiation appointment of less than 36 months**, that does not count towards the 30% cap;
2. **Long-Term direct negotiation appointment of greater than 36 months**, that does count towards the 30% cap;
3. **Expedited Competitive Tender Process**, fair and transparent, as described in Appendix B which will operate to a shorter time-frame.

The purpose of these procurement tools is to limit the number of vacancies, to improve the experience in the Great Hall, to maximise revenues and to meet the Owner’s commercial performance criteria (Non-Compliance regime).

Our general steps in the competitive procurement process are outlined below:

Table 6.1 Steps in procurement process

Step	Description
Prepare presentation of Developer opportunities	Tailored presentations by product category and market position, optimally taking place 30-60 days prior to issuance of the RFP.
Initial 1-to-1 meetings	Meet a selection of friendly brands and brands who will expect to be considered before General Meeting. Feedback to assist final tweaks to final proposition for General Meeting

Presentation Event ¹⁰	<p>Set out vision for Great Hall to all potential business partners. Program to include: DEN management endorsing our work and outlining any key design features and requirements; Our management setting out the leasing process and establish levels of interest from potential sub concessionaires; and Site visits. This will enable us to create a leasing package including details on: Our vision; Design expectations; Passenger insights; Pricing; Policies; and Our commitment to the sub concessionaires' success.</p>
Target brands	<p>Carry out due diligence on target businesses and establish what needs to happen to obtain commitment. Work hard on target brands ahead of second tier options and build time in to program to achieve this.</p>
Develop RFP and associated documents	<p>Include evaluation criteria (example set out in Appendix B)</p>
Commence RFP process for key anchors and long lead times	<p>The former helps to attract undecided brands once announced and the latter helps ensure there are no delays to the planned opening</p>
Conduct RFP process	<p>Ensure all candidates meet all minimum qualifications and requirements set by the developer. Set up a team to handle bidder questions and ensure sufficient resource to handle review of proposals once received.</p>
Conduct evaluation of proposals Short list candidates	<p>In accordance with the process set out at Appendix B</p>
Conduct post-tender negotiations as appropriate	
Contract Award	
Communication and PR	<p>Trade and other industry press release in coordination with winning brands</p>
Design, development and store opening	

Once the procurement process has concluded and Sub Concession agreements have been signed the Sub Concessionaires acknowledges that the contents of their original proposal were valuable consideration in the Sub Concession agreement being awarded i.e. the Sub Concessionaire shall be obliged to meet all of the specifications set out within their tender proposal.

Sub Concessionaires shall also be obliged to pay a range of fees:

¹⁰ For minor concession spaces a presentation event may not be appropriate and it would be subject to the Developer's discretion.

Table 6.2 Sub Concessionaire Fees

Fee	Description
Concession Rent	Greater Between: a) Minimum Average Privilege Fee – minimum guaranteed rent b) Percentage fee – calculated as % of sales turnover
Concession Services Fee	Monthly payments towards concessionaire services paid to the developer by each sub-concessionaire that will depend on the services to the concessionaire by the developer
Great Hall Joint Marketing Fee	Monthly contribution towards marketing and training services carried out by the developer
Common Area Capital Improvements	Monthly charge covering the sub concessionaires share of the annual common area capital improvements for sub concessionaires who are located in an area which is subject to common area capital improvements
Common Area Maintenance	For any sub concessions located in an area subject to common area maintenance or shared service, paying a monthly fee equal to their share of the annual cost. Specifically the CAM comprises 3 categories: A. Trash & Cleaning Services of Common Seating Areas and Maintenance Capex of Common Seating Areas B. General Maintenance of Storage and Service areas C. Goods Delivery Logistic (from loading dock to screening area and from screening area to storage). The cost of screening of the goods will not be paid by the Concessionaires as it is funded through DEN.
Utilities	Sub concessionaires pay for all utilities including installations, connection of the actual utility services along with actual cost of usage measured through meters within each unit
Office Accommodation	The Concessionaire that wishes to lease office space will have a direct contract with the Owner which will be subject to DEN's rates and charges.
Other fees and charges	Typically any other charges the developer determines should be charged in accordance with the normal course of business



7 ACDBE Plan¹¹

The Developer shall comply with the ACDBE Plan attached to the CDMP, which will consider the principles outlined in 49 CFR Part 23. We will continually pursue, through good faith effort, a level of ACDBE participation to achieve the Project Goal established in the Contract and the objectives of the DSBO.

Our ACDBE strategic and compliance plan includes:

- ACDBE strategic plan;
- Compliance plan; and
- Overall community outreach plan.

This plan lays out the team's intent to involve the community.

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The ACDBE Plan attached as of June 2, 2017 is in a draft form and pending finalization with the Owner and the DSBO on legal clarification.

8 Concessions Management, Operations and Maintenance Plan

This section set outs our policies and procedures.

8.1 Prohibited Use Policy

We will ensure throughout the Sub Concession agreement that Sub Concessionaires:

- Obtain and maintain all permits, certificates, licenses, or other authorizations required in connection with the Concessions Program and the performance of the responsibilities as described in Section IV of the Technical Provisions. Within 30 days of the start of each contract year Sub Concessionaires will be required to provide copies of all permits and licences to the Developer with any breach cured within 10 days.
- Ensure that copies of all required permits, certificates, licenses, or other authorizations are appropriately displayed within the Concessions Space and forwarded to the Owner upon both issuance and each renewal when requested. This will be monitored by the Developer's Commercial team or an external agency as part of the Sub Concessionaire Obligation Check-list and formally checked at least annually with any breach cured within 10 days.

We will ensure the Concessions and Public Circulation Spaces are used only for the purposes of operating the Sub Concessions in accordance with the CDMP and in line with IV.2.5.2 of the Technical Provisions. Should specific uses not covered in the list be requested we will first seek written Owner approval.

We will ensure the Support Spaces are used only for purposes related to the operation of the Sub Concessions. No portion of the Sub Concessions and Public Circulation Spaces shall be used to warehouse, stock or store any goods, wares or Merchandise not intended to be offered for sale at the Sub Concessions stores.

All uses are permitted for the Sub-Concessionaire other than the following:

- those prohibited in DEN Rules and Regulation as of the Execution Date of the Agreement; or
- Those prohibited specifically by the Developer under each Sub Concession Agreement.

These prohibited uses are subject to periodic reviews so as to update the list in accordance with the evolution of the Sub Concessionaires offering and passenger needs, as would be expected in any consumer based business. The policy document will be held by the Developer with any required amendments being mutually agreed with DEN. Compliance with Permitted Uses will be formally checked at least annually by the Developer's Commercial team as part of the Sub concessionaire Obligation Check-list with all breaches to be cured within 10 days.

The Developer is planning to sell tobacco in accordance with article 9.13 of the Development Agreement as part of the Developer's Concession Program Plan.

8.2 Concessions Promotion Program

In addition to other rents, fees, and charges due to us the Developer, under the Sub Concession Agreement all Sub Concessionaire's will pay each month during the Term, a Great Hall Joint Marketing Fee for the Great Hall's Concession Promotions Program.

Through contributions from the Sub Concessionaires, we will create a Great Hall marketing fund aimed at keeping the promotional program fresh and eventful. Our Marketing & Digital Media Manager will coordinate and design the program.

Great Hall Joint Marketing Fund. As the Developer we will create and run a Joint Marketing Fund to facilitate and underpin the Great Hall’s Concession Promotions Program. Each Sub Concessionaire shall pay the Great Hall Joint Marketing Fee, for the Joint Great Hall Marketing Fund for every month during the Term. For the initial CDMP this Joint Marketing is fixed as a 0.5% of the sales of each Sub-Concessionaire. The Developer shall not be obligated to expend more for promotions, training and advertising than is actually collected from the Sub Concessionaires. Any promotional services, training and personnel so provided shall be under our exclusive control and supervision. As the Developer, we reserve the right at any time to terminate the Joint Great Hall Marketing Fund and thereafter, continue to provide marketing and promotional services until the balances remaining in the fund are exhausted.

The fund will primarily be used to develop the following programs:

- **Promotions Program.** The Great Hall’s Concession Promotions Program may include, but is not limited to, the costs of the Great Hall PVC Program, as described below, and activities with direct application to promoting and monitoring the Sub concessions at the Great Hall such as food, services, and retail merchandise advertising, marketing, public relations, media production and placements, special events, brochures, videos, directories, catalogues, customer service training, mystery shopper programs, and concession surveys relating to consumer satisfaction and market research, as well as the costs of administration of the Great Hall’s Concession Promotions Program and Great Hall PVC Program.
- **Great Hall Training Centre:** Part of the Great Hall Joint Marketing fund will be devoted to finance the Great Hall Training Centre. A detailed plan to put in place this initiative is being developed (see also Section 8.4. The Centre will offer training programs to improve the skills of the employees and managers present at the Great Hall to deliver a superior passenger experience and continuously improve the performance. This training will be in addition to training delivered by the specific concessionaires.

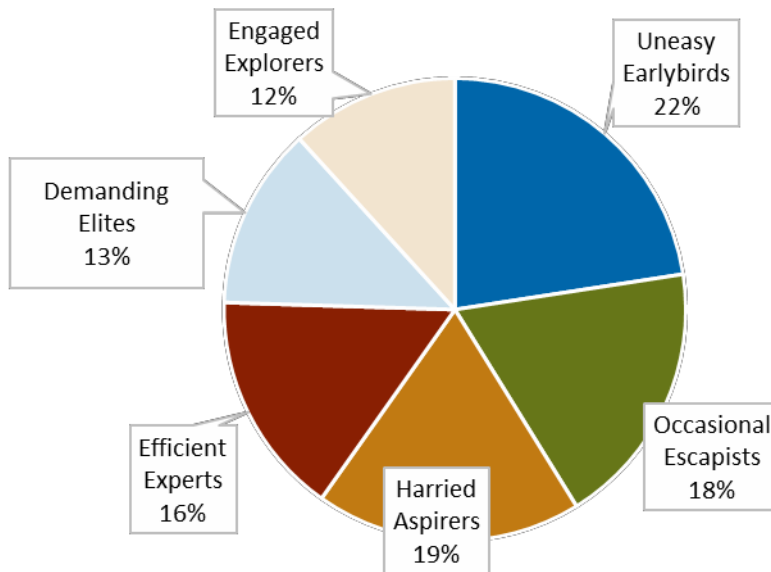
The Concessions Promotion Program will be customer centric and with this in mind, we plan to focus on the key consumer groups already identified within the “DEN Customer Segmentation & Branding Report”. For ease of reference these have been outlined below.

Table 8.1 Key Consumer Groups

Segment	Characteristics	Spend Relative to US Domestic Average
Explorers	Optimistic, energetic and open-minded passengers who enjoy travelling	+32%
Elites	Demanding frequent flyers who are career and family orientated	+62%
Experts	Frequent flyers who adapt well to travel situations	-27%
Escapists	Infrequent leisure travellers who are excited and appreciative	-24%
Aspirers	Stressed passengers who overindulge while travelling	+6%
Earlybirds	Infrequent, anxious passengers who want to reach their destination	-49%

The airport identified the Elites and Explorers as the key demographic among the passenger base however, the marketing program must acknowledge these other customer segments.

Table 8.2 Share of Travel Population



Key considerations for the Concessions Promotion Program

We identify the following key elements to be considered in the Concessions Promotion Program:

- **Simplicity** - Keep the program simple with targeted offers and seasonal campaigns, all in context with the passenger journey
- **Variety** – Use flexible and scalable campaign refreshers and enliven long lasting seasonal themes with short event campaigns.
- **Assessment** - Establish desired outcomes and be clear about how they are to be measured and evaluated
- **Targets** - Importance of specific targeted aims i.e. % increase in sales or footfall over X time period plus budget and other resources
- **Buy-in** - Importance of buy in from Sub Concessionaires
- **Data analysis** – Analyse the data collected and ensure lessons learnt are channelled into the next campaign.

The Strategy

Pre-awareness/Pre planning – Utilise all available channels so that passengers can pre plan their shopping activity e.g. airport website, airport mailing list, airline ticketing, brands own store-card mailing list, video walls.

Make it worth their while – All materials and digital communication should come from a trusted source and ideally be accessed or handed over with official documents. Flyers/leaflets should contain useful information such as a map and include simple special offers such as free glass of champagne with each meal or details for competition entry.

Creating the perfect moment – Passengers must feel this is the perfect moment to purchase. Communication should be highly seasonal or event led and focussed on a few key items – “The Perfect Dress for Summer”. Create the sense that the passengers planned holiday or business trip will not be complete or as successful without that one killer item. Short but descriptive copy helping passengers to imagine themselves possessing the item.

Keep in touch – Promotional materials should encourage visitors to submit details on line or leave e-mail details in store, enabling us as the Developer to communicate future special offers.

Staff awareness / participation – To ensure success it is critical that customer facing staff are aware of all promotional activities and motivated to support them. This requires a campaign approach to briefing these staff along with incentives for them based on results. The Commercial Operations Manager will be in charge of ensuring the relevant information is shared with the Sub Concessionaires and their staff.



SUMMER COLLATERAL



A high-level overview of events will be developed 12 months ahead of each calendar year so as to tap into planned activity by brands and retail operators, increasing the likelihood that the Great Hall and DEN will form part of their communication plans.

We envisage our Concession Promotions Program being on the Agenda for meetings with DEN so that we can share our plans, update on progress and, feedback on results and learning from each event.

A high-level activity planner will also be developed to facilitate discussions with brands and retail operators.

Figure 21 Activity Planner Overview

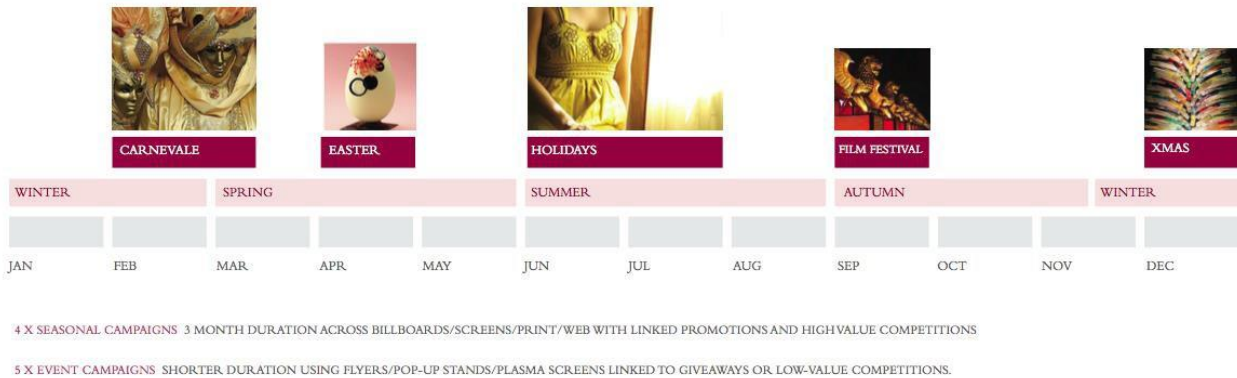


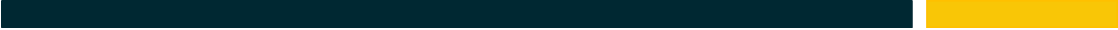
Figure 22 Illustrative Activity Planner Details

DATES	CAMPAIGN	FLYERS	LEAFLETS	BILLBOARDS	SCREENS	MAILSHOT	E-SHOT	WEBPAGES	COMPETTITION	POP-UP SMALL	POP-UP LARGE	PR	GIVEAWAYS
26 Feb – 8 Mar	CARNEVALE	•			•					•			
01 Mar – 31 May	SPRING	•	•	•	•	•	•	•	•		•		
2 April (2 weeks before/1 week after)	EASTER	•			•					•		•	•
01 Jun – 31 Aug	SUMMER	•	•	•	•	•	•	•	•		•	•	
01 Jun – 31 Jul	HOLIDAYS		•		•					•		•	
12 September (2 weeks before/1 week after)	FILM FESTIVAL	•			•				•	•			
01 Sep – 31 Nov	AUTUMN	•	•	•	•	•	•	•	•		•		
01 Dec – 28 Feb	WINTER	•	•	•	•	•	•	•	•		•		
01 – 25 Dec	XMAS	•	•		•					•		•	•

Our Concessions Promotion Program will be further supported within the Great Hall by the introduction of a social media and video wall. The wrap-around video wall is a primary asset for promoting interaction with passengers. We also encourage passengers to share their experiences in the Great Hall and Colorado through photo contests displayed on the video wall, video art exhibitions and other similar promotional tools. We use social media extensively to communicate promotions and create dynamic, interesting and vibrant environment that elevates the customer experience. Should it be agreed that we as the developer do not manage the advertising and video wall within the Great Hall, we will collaborate with DEN to ensure the promotions initiatives can be showcased on the video wall and used to theme the space appropriately.

8.2.1 Advertised Sales or Promotions

All Sub Concessionaires are encouraged to participate in all advertised sales or promotions, by whatever media outlet, conducted by its parent corporation, its franchisor, or its selected operating brands. Sub Concessionaires are not permitted to participate in or post any type of sign related to liquidations, going out of business, moving sales, or closeouts of particular goods or services.



Sub Concessionaire's must make every reasonable effort to ensure that all corporate advertisements that list multiple locations will list the Great Hall as a participating location of the promotion or sales. In the event that participation in a sale or promotion harms the Sub Concessionaire, the Sub Concessionaire may request, in advance of the sale or promotion, in writing to us, the Developer to be exempted from participation.

There are some general guidelines we expect our Sub Concessionaires to adhere to in relation to Advertising in and around the airport:-

- Any out of store advertising within the Great Hall should be through the DEN's advertising contractor;
- Retail premises should not be used for third party advertising or sponsorship (includes signs, fixtures and equipment) unless approved by us in writing; and
- Approval from us must be sought ahead of advertising in other parts of the airport.

These guidelines will be set out within the sub concession agreement and monitored & managed through the Developer's Commercial team and the Sub Concessionaire Obligation Check-list.

8.2.2 Channel Strategy – e-commerce

Our medium term strategy is to develop superb pre awareness using e-commerce for the benefit of the entire airport, not just the Great Hall and, we will encourage our Sub Concessionaires to provide transactional e-commerce opportunities.

In practice this means that post commercial close we hope to work in partnership with DEN on the development of their existing website (www.flydenver.com) and potentially, a mobile App. The content for each will focus on ease of getting to and through the airport along with information about all of the commercial products and services available at DEN including promotional campaigns and incentives. We anticipate being able to direct customers directly to the Sub Concessionaire of their choice so that goods can be ordered but collected and paid for in-store at the airport, creating footfall and potentially trade-up opportunities.

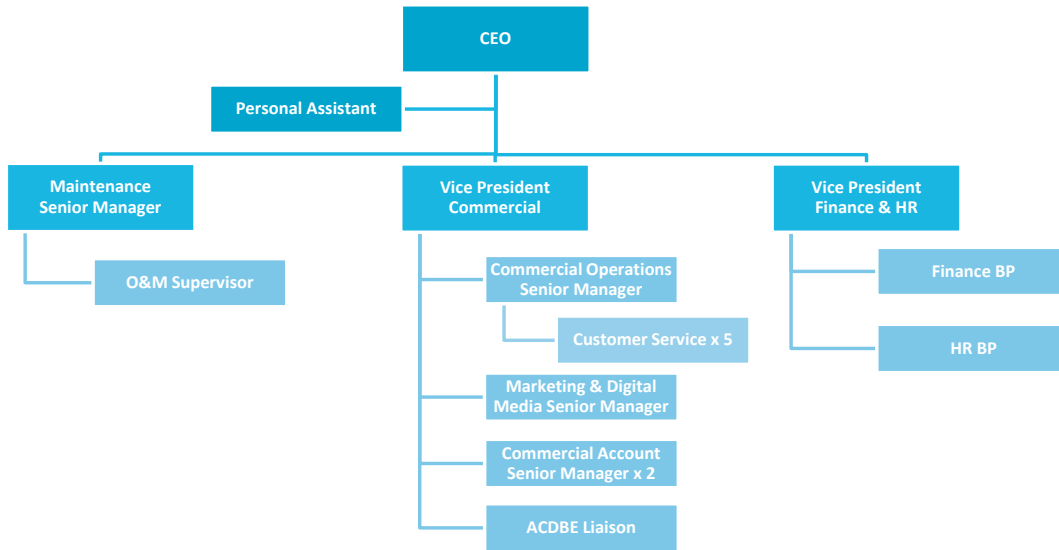
With the e-commerce means (e.g. email, app etc.) we anticipate sending push notifications to passengers when they are at the airport reminding them to collect their shopping and, for those who have not pre ordered – send notifications advising them on deals of the day. This call to action should increase sales and revenue. It is unlikely that passengers will understand or be interested in the different operating models between the Great Hall and the remainder of the airport and so it is our combined job to provide one cohesive e-commerce experience in partnership with DEN. Once these basic requirements are in place and working successfully and, when the market demand exists, it would be our intention to then develop a transactional capability along with the associated fulfilment requirements.

In addition to pre-order we will encourage our Sub Concessionaires to include in-store e-commerce facilities so that the entire product catalogue of a given retailer can be offered, not just the edited selection usually found in airport stores. This will generate incremental sales and revenue for all parties and improve customer service.

8.3 The Developer's Concessions Organizational Chart and Key Personnel

We will deliver staffing and resourcing on our responsibilities through a locally based team.

Figure 23 Organisational Chart of the Operating Phase



There will be three key functions:

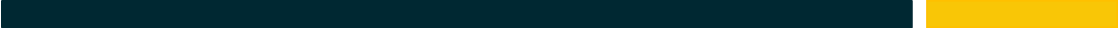
Table 8.3 Description of the functions area

Function area	Comment
Finance	Handling all financial and administrative matters. HR will also sit within this department
Commercial	Handling all deal making with sub concessionaires, driving performance and ensuring compliance with Sub concession agreements
Operation and Maintenance	Making sure that the Great Hall and associated areas are clean, working & friendly

Function Area	Position	Description
ED	Executive Director	The Executive Director is responsible for the overall success of the program including governing of the business change and expenditures with significant bottom line impact. Lead the project, being ultimately accountable for overall smooth running of Great Hall Terminal facilities, including the delivery of the construction project. Manage the relationship and being the primary point of contact for liaison with the Denver International airport Executive Committee and other key stakeholder relationships.
Staff	Personal Assistant to Executive Director	The Personal Assistant will work closely with the Chief Executive Officer to produce administrative support and help him to make the best use of his time by dealing with secretarial and administrative tasks. The PA will act as the manager’s first point of contact with stakeholders from both inside and outside the organisation, including Denver International Airport.
Finance	Vice President, Finance & HR	The VP Finance & HR is responsible for driving continuous financial improvement in management of the project and

		providing the decision-making process with an updated and solid information base.
	Finance Business Partner	The Finance BP is responsible for the analysis of the financial status of the project by collecting, monitoring and studying data and recommending actions.
	HR Business Partner	The HR Business partner leads and manages the people management and related agenda.
	Vice President, Commercial	The Vice President Commercial is responsible for the delivery of the retail business plan and maximising the trading potential of all retail activities.
	Commercial Account Senior Manager	The Commercial Account Senior Manager will provide support to the Vice President Commercial to manage the day to day contractual relationship concerning retail operation at Great Hall.
Commercial	Marketing & Digital Media Senior manager	The Marketing and Digital Media Senior Manager is responsible for accomplishing business development activities by researching and developing marketing opportunities and plans for the Great Hall.
	Commercial Operations Senior Manager	The Commercial Operations Senior Manager is responsible for leading the commercial day to day operations at the Great Hall, maximising income through delivering the very best products, services and experiences within commercially innovative environments.
	Customer Service	The Customer Service goal is to ensure that our customer experience service is consistent with the Great Hall Partners high standards. Ensuring passenger satisfaction and the best experience at the Great Hall area.
Operation & Maintenance	Maintenance Senior Manager	The Maintenance Senior Manager will assure the quality of the service provided, compliance with the technical requirements and customer satisfaction and will act as a contact point between the maintenance contracts of the Great Hall and the consortium.
	O&M Supervisor	The O&M Supervisor ensures that the Great Hall is maintained in a clean and orderly manner and will inform of necessary repairs and preventive maintenance throughout the entire area.

Resourcing for our team will be carried out using our in-house HR Business Partner along with external agencies where greater reach is required. Detailed Job descriptions including core competencies have been completed for each and every role to assist in finding the most appropriate personnel (Appendix H). These Job Descriptions are illustrative and reflect the current role requirements. However, the Developer will retain the sole right to amend roles and associated job descriptions at any time during the course of the agreement in order to meet the dynamic and changing needs of the market. Any such changes will not be subject to the CDMP review process.



Through the Sub Concession agreements we will ensure that each Sub Concessionaire will hire, train, supervise, and deploy a sufficient number of staff to service customers in a timely and efficient manner and to properly meet the requirements of the Development Agreement and the CDMP. As part of the non-financial part of tender process, potential Sub Concessionaires will be required to set out how they will meet this criteria and this will enable the developer to question, test and challenge as well as comparing with other bidders for benchmarking purposes. Hourly passenger forecasts provided by DEN will help in fine tuning staffing rosters and assist forward planning. The Developer and DEN will collaborate to mutually agree the best way to share hourly passenger forecast data depending on the evolution of DEN internal procedures. The Developer understands from the Owner that this data is considered security sensitive and therefore cannot be shared with third-parties. When this status changes or when an alternative independent tool is developed, the Owner will share the hourly passenger forecasts with the Developer. Until then the Developer requires flight schedules.

In addition to Mystery Shopping and other service related programs, we will closely monitor Sub Concessionaire's staff to ensure the customer service requirements of Appendix 5-A of the DA and the CDMP are met.

Each Sub Concessionaire will appoint a General Manager to oversee and manage the performance of the Sub Concession and represent and act on behalf of the Sub Concessionaire. The General Manager shall have full authority to make day-to-day business decisions on behalf of the Sub Concessionaire with respect to the Sub Concession including, but not limited to, authority to control the conduct and demeanor of the Sub Concessionaire's staff. The General Manager shall represent the Sub Concessionaire in dealings with us and coordinate all Sub Concession activities.

We will ensure that all Sub Concessionaire staff engaged in the operation of the Sub Concession shall conform to the applicable rules and procedures stated in the Great Hall Concessions Handbook and all other Great Hall and DEN Rules and Regulations and Operating Directives.

We recognise that the Owner reserves the right to object to the demeanor, conduct, and appearance of any staff of the Sub Concessionaire or any of its invitees or those doing business with it, and will take any concerns directly to us. Immediately upon notice of objection by Owner, we shall take the steps necessary to remedy the cause of the objection with the Sub Concessionaire. If requested by us the Owner will present its objections in writing and provide us with the opportunity to reply to the objections and such reply will be given consideration by Owner.

The Developer's Commercial team will be fully conversant with each Sub Concession agreement, the Technical Provisions and, the CDMP. The majority of their working day (particularly the Commercial Account Senior Managers & Commercial Operations Senior Manager) will be spent within the Great Hall, visiting shops and restaurants and meeting with store managers. A key part of their role will be to police and monitor our very strict requirements as well as working with Sub Concessionaires to drive sales. In addition to routine daily visits, monthly performance reviews will be scheduled locally with each sub concessionaire, supported by quarterly/six monthly management reviews as appropriate with Head Office personnel to keep them focused on our business in the Great Hall. Meetings with Sub Concessionaires will be aided by the outputs from Mystery Shopping Surveys and the Sub Concessionaire Obligation Check-list.

8.4 Concessions Training Program

We truly believe in the value of training and motivating employees. A workforce with the right skills will improve the service standards and performance of the Great Hall Commercial and Service Operations.

Based on Ferrovial's successful Heathrow Academy in London, we will provide the Sub concessions within the Great Hall with a training program. The Program is aimed at offering training solutions and developing careers for the concessionaire's employees within the Great Hall.

Our strategic goals are to contribute to establishing higher and consistent levels of passenger service, support Sub concessionaires' efforts to attract, retain and develop employees, create a sense of community between the concessionaire's employees and make the Great Hall a great place to work.

In line with the strategic goals, our programs will be designed to enhance skills and knowledge required of our Sub concessionaires and its employees. The initial modules considered are:

- Great Hall Orientation Training
- English as a Second Language (ESL) Class
- Business Culture Training
- Retail and Food & Beverage Career Opportunity Pathway Training
- Retail and Food & Beverage Leadership Training
- College Student Internships / Co-ops.

A complete description of the Training Center is included in Appendix I

8.5 Merchandise

Product Availability

Product Category & Brand– The Developer's Commercial team will continually check that all pre agreed product categories and brands are being displayed and, ensure that categories & brands which have not been pre agreed are not on display. These inspections will be in addition to the formal Sub Concessionaire Obligation Check-list to be carried out in each store at least annually. Non-compliance is deemed a breach of the Sub Concession agreement and should be cured in the time period established in the Sub Concession agreement and in any case according to the requirements of the Development Agreement.

Product - While it is difficult to ensure that every single product is in stock, through the sub concession agreement each Sub Concessionaire will be required to provide their top 20% of products sold by sales value on a monthly basis although this will vary depending on the type of retail outlet, this will act as a credible checklist for the availability of key product lines. Compliance with providing the top 20% product sales list by month will be monitored by the Developer's Commercial Team and formally reviewed as part of the Sub Concessionaire Obligation Check-list at least annually. ▽

Product & Pricing Communication

We will require all Sub Concessionaires to ensure Prices for all Merchandise and services are displayed and visible to all passengers. All retail Merchandise and services sold or kept for sale shall be of high quality and wholesome, and must conform to the fullest extent with all applicable food and drug laws, ordinances and regulations, as well as the Great Hall and DEN Rules and Regulations and Operating Directives. Sub Concessionaires will need to seek approval from us for any deviation from the Great Hall and DEN Rules and Regulations and Operating Directives, where we are in agreement we will then seek approval from the Owner.

The Sub Concessionaires printed signage and price lists shall include the appropriate use of descriptive terminology that accurately and truthfully describes the Merchandise and services being offered.

Should any Merchandise or service offered for sale not be compliant with the terms set forth in the Development agreement or this CDMP we will instruct the Sub Concessionaire to modify or withdraw any Merchandise or service offered for sale, or to modify or withdraw menus, signage and product displays. Sub Concessionaires will need to comply with such directions within 24 hours.

The Developer's Commercial team will continually monitor these aspects of the operation with a formal review at least annually through the Sub Concessionaire Obligation Check-list.

8.6 Pricing Policy

Our Pricing Policy provides a clear set of parameters for our Sub Concessionaires to follow so as to ensure consistency across the Great Hall.

For the purpose of this section "non-traditional venues" shall include (but are not limited to) hotel lobby stores, resort locations, hospitals, highway rest stops, entertainment or sports venues, amusement parks and zoos. The Developer reserves the right to review suggested Price Benchmark Establishments and to deem them non-traditional venues, if appropriate. The use of non-traditional venues as comparable locations is prohibited.

8.6.1 Value Pricing

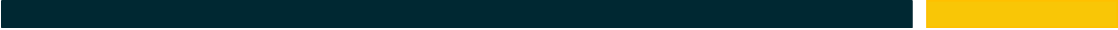
Sub Concessionaire acknowledges Developer's objective to provide DEN patrons and employees high quality goods and services at reasonable prices. Accordingly, Sub Concessionaire covenants that all goods and services sold by Sub Concessionaire shall meet the Value Pricing as follows:

- For merchandise with a pre-printed price affixed by the manufacturer or distributor, the selling price at Great Hall shall not exceed the pre-printed price and the Sub Concessionaire may not change these prices;
- For nationally and locally branded Concession Locations that are also represented off- Airport in the Denver-Aurora Statistical Area, the selling price for goods and services at Great Hall shall not exceed the selling price for the same goods and services at off-Airport establishments of the same brand name by more than ten percent (10%); and
- For all non-branded, proprietary, or branded Concession Locations not represented off- Airport in the Denver-Aurora Statistical Area, the selling price for goods and services at Great Hall shall not exceed the average selling price for similar or equivalent goods (of like size and quality) and services at three Price Benchmark Establishments, as described below, by more than ten percent (10%).

8.6.2 Price Benchmark Establishment(s)

No less than forty-five (45) days prior to the Commencement Date of a Concession Location, Sub Concessionaire must submit to Developer for its approval the names and addresses of at least three businesses for each of the goods or services, or substantially similar items within the Denver-Aurora Statistical Area that Sub Concessionaire proposes to use as a Price Benchmark Establishment. The Developer reserves the right to approve or disapprove suggested comparables in its sole, but reasonable, discretion. A failure to timely identify the appropriate Price Benchmark Establishment by the Sub Concessionaire, as required herein, will then trigger the event in which the Developer will establish the Price Benchmark Establishment(s) and the Sub Concessionaire shall be obligated to use those locations selected by the Developer.

Once approved by Developer, the Price Benchmark Establishment(s) will be the basis for price comparisons during the remainder of the Term. In the event any of the Price Benchmark Establishment(s) ceases operations or, alters its concept, branding, service style, merchandise selection, or menu to no longer be a valid comparable, Sub Concessionaire must propose a substitute Price



Benchmark Establishment(s) within ten (10) days of notice by Developer that a location is no longer an acceptable Price Benchmark Establishment. Such substitute locations are subject to the approval of the Developer.

If Sub Concessionaire, as described above, cannot determine Price Benchmark Establishment(s), then Developer, in its sole, but reasonable, discretion, will identify local area businesses similar to Sub Concessionaire's business at DEN to be deemed as Price Benchmark Establishment(s).

8.6.3 Price Surveys

Unless otherwise agreed in the Sub Concession Agreement, no less than thirty (30) days prior to the Commencement Date of a Concession Location, Sub Concessionaire shall prepare, at its own expense, a complete price survey of all items to be offered in the Concession Location. This price survey will become a part of this contract, and may only be modified as established herein.

Thereafter, the requirement is that pricing shall be reviewed at least every 12 months, with the pricing review to include, at a minimum, price benchmarking against Street Price of the top twenty-five percent (25%) of Merchandise sold (by Gross Receipt). Upon receipt of the pricing review, the Developer's Commercial team or a designated agent will spot check 25% of the products to ensure accuracy and ensure the process is robust.

For the purposes of this survey, similar sized packages of similar items by the same manufacturer count as a single item (i.e., Wrigley's Spearmint, Juicy Fruit, and Doublemint 10 piece packs are a single item).

The Developer shall have the discretion to define what constitutes an item, including without limitation combinations or bundling of items.

Concepts such as fashion shops where product ranges change at least twice a year or fast fashion shops (ZARA) that update their product range monthly will require a more flexible approach that will be agreed in the sub-use agreement

8.6.4 DEN and Great Hall Employee Discount

Pursuant to the Airport policy, Sub Concessionaire shall offer a ten percent (10%) discount on all food and non-alcoholic beverages purchased by Airport employees, Developer's Employees, the badged employees of other airport contractors/tenants, and employees of airlines operating at the Airport who have and display appropriate identification badges at the time of purchase. The discount applies to Sub Concessionaires' normal non-sale or non-promotional prices. Sub Concessionaires shall not give discounts on products with a manufacturer's pre-marked package price, in accordance with Section 2.8.8 of Appendix 5A of the DA. Discounts on alcoholic beverages are not permissible.

Sub Concessionaires operating retail or services businesses may elect to provide an employee discount of no more than ten percent (10%) on any or all items offered within their shops. If a Sub Concessionaire chooses to offer a discount, it shall state the product lines (or products) for which a discount will be given. Such election may only be changed with the approval of the Developer. Developer will publish a list of the discounts offered by each Sub Concessionaire on a periodic basis to encourage employees to shop in the Great Hall.

8.6.5 Price Conformance

At any time during the Term hereof, the Developer may make or cause to be made a comparable survey of prices being charged for products or services offered by Sub Concessionaire from the Premises. If the survey concludes that any prices being charged by Sub Concessionaire are not in accordance with the terms of this Lease, Developer shall notify the Sub Concessionaire and the price for any items which are not in conformance with this policy shall be changed within twenty-four hours of notice.

- If there is a discrepancy between the price list (as updated) and the findings of Developer's surveys on twenty percent (20%) or more of the items surveyed, then Developer may charge Sub Concessionaire for the cost to complete their comparable survey.
- If there is a discrepancy between the price list (as updated) and the findings of Developer's surveys in twenty percent (20%) or more of the items surveyed, then, notwithstanding the established pricing policy, Developer may require Sub Concessionaire to complete pricing studies more frequently than proscribed herein, and/or may require the survey to be more extensive than established herein. Sub Concessionaire agrees to these changes and will sign an amendment to this Agreement codifying the changes, if one is presented to them. Failure to execute such an Amendment will be an event of Default and will subject this Agreement to termination for cause with thirty (30) days' notice, at the discretion of the Developer.

8.7 Presentation

We will ensure the concessions space is well lit, neatly presented, clean, tidy and free from trash and clutter. We will ensure the Sub Concessionaires adhere to this requirement via the sub-concession agreement and by regular monitoring by the Developer's Commercial Operations Manager. The common areas within the O&M limits will also be monitored by the Developer's Commercial Operations Manager and maintained by the Developer's Operations & Maintenance team, unless otherwise agreed with specific Sub-Concessionaires. While monitoring is continual, there will be a formal review at least annually through the Sub Concessionaire Obligation Check-list with action taken immediately to address any shortcomings.

8.8 Program Performance

Key Performance Indicators for our Concession Program is reported in Section 2.2, both for financial and non-financial goals. The aim of these KPIs is to assess current key performance metrics against the goal set in Section 2.2.

8.9 Customer Service

Through our Sub Concessionaires we shall provide a high level of customer service. We will develop, implement and continuously improve on a process for measuring and monitoring customer service performance and customer satisfaction (section 2.8.9). We will strive to continuously improve the customer service performance of our Sub Concessionaires and shall recognize and highlight top performing Concessions and employees. The Developer's Commercial team will measure customer satisfaction through surveys and audits.

We will have team members dedicated to monitoring customer service and incentivising and supporting tenants to deliver outstanding service (Great Hall PVC Program). The Developer's Commercial Operations Manager is involved in the day to day operations. This individual will host periodic meetings with Sub Concessionaires to review survey and audit outcomes, and will support them in setting plans for capturing opportunities and addressing weaknesses. The Customer Service team will also provide information to passengers about the Great Hall offerings, address any customer needs and provide immediate feedback to the commercial team. Results from mystery shopping and the various reviews on a broad range of criteria covered already within this CDMP will arm the Developer's Commercial team with qualitative data to enable robust discussions with Sub Concessionaires.

If complaints are presented directly to the Airport, it will communicate to the Developer these complaints. The Developer will ensure that they are addressed according to the rules and deadlines established herein and will send copies to the Owner of the written responses by the Sub-Concessionaires.

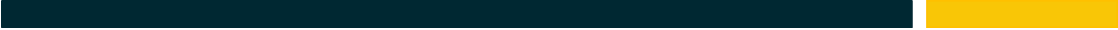
8.10 Monitoring, Reporting & Audit

We shall facilitate all monitoring, reporting and audit activities along with any other monitoring, reporting and audit activities consistent with Good Industry Practice and in line with the Development Agreement. Requests for information by the Owner will be made directly to us and we in turn will request the information from the Sub Concessionaire.

Performance Audits

Concessionaire's business will be conducted in a manner so as to meet the needs of the Great Hall patrons and employees and in a manner that will reflect positively upon the Sub Concessionaire and ourselves. Also these Performance Audits will monitor the Concession Management Performance Requirements established in Appendix 9 of the DA The Sub Concessionaire shall equip, organize, and efficiently manage the Sub Concession to provide First Class Goods and Services in a clean, attractive, sustainable, and pleasant atmosphere.

As the Developer we shall have the right to raise reasonable objections to the condition of the Premises, the quality and quantity of Goods and Services, the character of the service, the hours of operation, the sustainability practices of the Sub Concessionaire, and/or the appearance and performance of service personnel, and to require any such conditions or practices objectionable to ourselves to be remedied by the Sub Concessionaire. If requested by the Sub Concessionaire we, the Developer shall submit our objections in writing and provide the Sub Concessionaire an opportunity to reply to our objections. We shall give due consideration to any such reply.



The Developer's Commercial team will conduct periodic performance audits of the Premises to ensure the Sub Concessionaire consistently performs all of the operational, safety, sustainability, and compliance standards outlined within the Sub Concessionaire Agreement and acknowledged by the Sub Concessionaire that performance audits will be conducted by the Developer. The Developer will conduct the performance audits as it deems necessary, but in any case no less than bi-annually, and shall provide to the Owner the results of such bi-annual audits. The Commercial Account Manager will undertake surveys to monitor the performance on a regular basis. These will form part of the Sub Concessionaire Obligation Check-list and be formally reviewed at least annually.

Performance audits may include minimum objective standards in any or all of the areas of:

- Quality and quantity of Goods and Services;
- Cleanliness and maintenance.
- Concession Management Performance Requirements as defined in Appendix 9 of the DA as applicable to the Sub Concessionaires

The Sub Concession agreement will encompass measures to penalise the tenant if the tenant **fails to meet minimum standards**.

In order to assure consistent adherence to performance standards throughout the Term, we will use a rolling twelve (12) month cycle in the recording of incidents of failure to meet standards unless otherwise defined in Appendix 9 relating to the Performance Requirements.

The Developer's Commercial team will consolidate the results of these Performance Audits as deemed necessary to monitor and track the Performance Requirements in order to comply with its obligations under the Development Agreement. In any case consolidated reports will be provided to the Owner on a quarterly basis as determined in section 4.2.3 of Appendix 5-A in the format presented below

Table 8.4 Example of summary Performance

An annual operating report summarizing performance will be provided to the Owner no later than March 31. This report will consolidate the quarterly reports.

Repeated violations and deficiencies in performance by the Sub Concessionaire may be cause of termination of the Agreement or other corrective measures that will be regulated in the Sub Concession Agreement.

Annual Review¹², the Sub Concessionaire and we, the developer will meet at least on a yearly basis to review and evaluate the financial, customer service, and operational performance of each Sub Concession Location(s). During the course of the review, we may determine that the performance of one or more of the Concession Location(s) is unsatisfactory if one or more of the following occurred during the prior Contract Year:

¹² The annual review will trigger the threshold (yet to be agreed in Appendix 5A). The final wording will be adjusted accordingly.

- Sales per Enplaned Passenger were less than eighty percent (80%) of the Projected Sales per Enplaned Passenger for the Concession Location(s), as set forth in the Sub Concessionaire's Response to RFP or agreed targets during the direct negotiation; and/or
- Sales per Enplaned Passenger were less than eighty-five percent (85%) of Sales per Enplaned Passenger for the same Concession Location(s) during each of the two (2) preceding Contract Years; and/or
- Scores on any secret shopper survey(s) conducted by us, the Developer or our representative were in the bottom twenty percent (20%) of the ranking ; and/or
- Scores on any operational survey(s) conducted by us the Developer or our representative were in the bottom twenty percent (20%) of the ranking .

Remediation Plan. Should we determine that any Sub Concessionaire has underperformed in any aspect of their operation at the Great Hall, we will meet at least quarterly to review the key metrics with such Sub Concessionaires and agree a Remediation plan to improve performance. We will then meet as required to monitor improvements until such time as the correct level of performance is achieved.

Continuous Improvement Plans: If after reviewing the different performance indicators, even if they are above the limits established above the Developer and the Sub concessionaire agree that there are elements that can be improved, a Continuous Improvement Plan will be launched. The Continuous Improvement Plan will establish initiatives linked to targets for the next Contract Year. The Concessionaire will prepare quarterly reports to be discussed with the Developer so progress can be tracked.

8.11 Record Keeping, Reports, Annual Audit, and end of year adjustment

Generally Accepted Accounting Principles. Sub Concessionaire will prepare and maintain, in accordance with Generally Accepted Accounting Principles in the United States as in effect from time to time, complete and accurate books, including cost and management accounts, and records that include all financial, payment and purchase and sale transactions in the performance of this Agreement. Sub Concessionaire's system of accounts shall allow each Sub Concession Location(s) to be distinguished from all other Sub Concession Location(s). Sub Concessionaires shall maintain source documents sufficient to support its books, records, and reports. All monies related to the Sub Concession Agreement shall be deposited to and paid from a business bank account(s), the records for which shall be subject to review and audit in accordance with the provisions hereof.

Financial Reports.

Financial reports shall include:

- Daily Gross Receipts. Upon our request the Sub Concessionaire agrees to report Gross Receipts for periods of less than one month in a format and frequency as requested by us, the Developer.
- Monthly Concession Report. No later than ten (10) days after the end of each month after the Commencement Date, Sub Concessionaires shall deliver to us a certified monthly concession report, in a form that will be established in the corresponding Sub concession Agreement (the "Monthly Concession Report"). This report will state as a minimum Gross Receipts (with any and all sales of liquor separately identified) for said month for each Sub Concession Location(s), sales for said month by each Sub Concessions Location with subtotals by type of Sub Concession and category, calculation of Percentage Fee payable for said month, sales per square foot and per enplaned passenger with subtotals by type of Sub Concession and category, and receipts per square foot and per enplaned passenger with subtotals by type of Sub concession and category when information available. In addition, the Sub Concessionaire shall provide an account of the total number of transactions during the immediately preceding calendar month broken down by

location. The template of this monthly concessions report is shown in appendix 5-A-2 of the Development Agreement.

- **Quarterly Income Statements.** No later than twenty-five (25) days after the end of each calendar quarter after the Commencement Date, excluding the fourth (4th) quarter, Sub Concessionaires shall deliver to us the Developer a quarterly income statement signed by each Sub Concessionaire's chief financial officer or other duly authorized official of the Sub Concessionaire for each Sub Concession Location(s), as well as for the total Premises, in a form as established in the corresponding Sub Concession Agreement (the "Quarterly Income Statement"). The Quarterly Income Statement must include, as a minimum, current monthly sales compared to historical sales from the prior year with subtotals by Sub Concession Location(s) and category; current number of transactions compared to historical transaction numbers from the prior year with subtotals by Sub Concession Location(s) and category; year-to-date rolling monthly sales and transaction numbers compared to rolling historical sales and transaction numbers with subtotals by Sub Concession Location and category; ACDBE sales compared to sales from the prior year; percentage of sales generated by ACDBE operators; and fees paid to Sub Concessionaire's ACDBE firm(s) for the year-to-date.

Annual Audit. No later than February 28 after the end of each year of operation after the Commencement Date, the Sub Concessionaire shall, provide an Annual Report to us the Developer (for further distribution to the Owner) prepared by an Independent CPA. There may be no limitation on the scope of the engagement that would preclude the Independent CPA from expressing an unqualified opinion as to the correctness and completeness of the reported Gross Receipts and the reliability and credibility of the sources and systems implemented to disclose the relevant data set forth therein and no qualifications of the Sub Concessionaire's financial statements or otherwise. The engagement will include a Schedule of Gross Receipts and Privilege Fees for each month of the Sub Concessionaire's operations in the Contract Year, prepared in accordance with the comprehensive basis of accounting defined herein and reported in a format acceptable to Developer. The engagement will be conducted in accordance with Generally Accepted Auditing Standards in the United States as in effect from time to time and shall include an opinion from the Independent CPA on whether the Schedule of Gross Receipts, Privilege Fees and all other fees or charges payable under each Agreement have been completely and accurately presented, calculated, reported, and paid according to the terms of the Sub Concession Agreement. We reserve the right to reject any Sub Concessionaire's choice of Independent CPA, where in our view the Independent CPA does not have the appropriate standing, reputation, or independence from the Sub Concessionaire.

Findings. The Developer will have the right to challenge any findings or conclusions of the Annual Report if it believes an error may have occurred or is otherwise reflected therein. In such event, Developer may conduct its own audit, or may require production of the supporting documentation used to reach the finding or conclusion in question. If we the Developer and the Concessionaire agree on the results of Developer's audit, such results will be final and conclusive. Unless otherwise regulated in the Sub-Concession agreement, if they do not agree on such results, an independent audit shall be carried out by an Independent CPA to be promptly selected by both Parties. If the Parties cannot agree on the identity of the CPA, the [agent or institution to be agreed in the Sub Concession Agreement] shall make the selection thereof promptly following a petition thereof by one of the Parties. The resolution by the Independent CPA auditor of any dispute, absent manifest error, will be final and conclusive.

End of Year Adjustment. If a Sub Concessionaire has paid to us an amount greater than the Sub Concessionaire is required to pay as Privilege Fee for a Contract Year under the terms of the Sub Concession Agreement, the Sub Concessionaire shall be entitled to a credit against its Sub

Concessionaire's MAPF for the amount of the overpayment. If the Sub Concessionaire has paid less than the amount required to be paid as Privilege Fee for such Contract Year, then the Sub Concessionaire shall pay the difference to us in the next payment of the MAPF.

Form, Frequency, and Method of Reporting. Acceptance of monthly reports and payments by ourselves does not constitute agreement with the amounts reported and paid. We reserve the right to change the form and frequency of reports and statements, including, but not limited to, the Monthly Sub Concession Report, and to require the submission by each Sub Concessionaire of other statistics and information pertaining to the Gross Receipts hereunder. Each Sub Concessionaire agrees to change the form of the required reports and statements as requested by ourselves and to provide any additional statistics and information we may request.

We shall have the right at any time to require that reports to be delivered electronically using technology and procedures we designate. If we instructs Concessionaires to deliver any reports and statements required hereunder by computer, e-mail, internet website, or transmission, we shall not be obligated to furnish Sub Concessionaires with the equipment or systems necessary to do so.

Notwithstanding any of the above, we shall have the discretion to modify any of the reports (and the content thereof) or deliverables contemplated herein to the extent otherwise negotiated in the relevant sub-concession agreement and in compliance with the Development Agreement.

Notwithstanding each Sub Concessionaire's requirement to submit the Annual Report set forth herein and otherwise agreed in the corresponding Sub-Concession Agreement, we the Developer, or our representatives, will have the right through the expiration of the fifth (5th) year after the expiration or termination of the Sub Concession Agreement, through our representatives, to review all books, records, and contracts of the Sub Concessionaire and where applicable, all individuals or other business entities who are party to the Agreement, requested by our representatives to substantiate the accuracy of reported Gross Receipts and the Sub Concessionaire's compliance with other provisions of the Sub Concession Agreement.

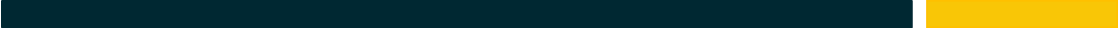
We and the Sub Concessionaires shall develop and implement its accounting, reporting and audit systems so as to accurately monitor and report on the Gross Receipts paid or payable ("Gross Receipts"). Gross Receipts are defined in the Development Agreement.

The Developer will collect the reports through its Account Manager who will review and then submit the reports to the finance team for final consolidation and review. The final versions will be reviewed and approved by the Commercial Vice-President and the Financial Vice-President prior to its submission to the Airport in the agreed form.

8.12 Developer and Owner Inspections and Remedies

The Developer or its representative may from time to time, without notice, enter any Sub Concession to inspect the condition of the Sub Concessions Space and any furniture, furnishings, fixtures and equipment (including food preparation equipment). Also the Owner or its representative may exercise this right accompanied by a Developer's representative.

In the case that, in the course of such inspections, conditions that pose an unacceptable risk to the safety, health, environment, or welfare of Sub Concessionaire's employees or Patrons, and/or that the conditions pose an unacceptable risk to the operation and integrity of DEN facilities are identified, the Developer or the Owner through the Developer shall provide written notice of such to the Sub Concessionaire. The Sub Concessionaire, within a prudent timeframe shall perform the cleaning, maintenance, repairs, or other measures necessary to reduce the risk to an acceptable level.



In the case that the Sub Concessionaire does not perform the measures in a manner consistent with Good Industry Practice, the Developer reserves the right to perform cleaning, maintenance, repairs or other measures necessary to reduce the risk to an acceptable level.

In the event that a need for an Emergency Repair is identified by us or in written or verbal notice by the Owner to us, we shall notify the Sub Concessionaire immediately who shall as soon as possible perform the cleaning, maintenance, repairs, or other measures necessary to reduce the risk to an acceptable level. In the event that an Emergency Repair occurs outside of a Sub Concession's respective Operating Hours but requires access to that Sub Concession, the Developer or the Owner reserves the right to enter the Sub Concession in order to perform the Emergency Repair.

- Unless otherwise regulated in the Sub-Concession Agreement, the cost incurred by the Developer in performing cleaning, maintenance, repairs or Emergency Repairs on behalf of the Sub Concessionaire shall be reimbursed to the Owner/Developer, along with an administrative fee of 15 percent within 5 business days. The Cost incurred by the Owner will be reimbursed to the Owner in accordance to the Development Agreement.

All maintenance activities, repairs and Emergency Repairs that require shutdown of any DEN system or utility require prior written approval of the Owner. Similarly if the Owner needs to carry out work which impacts on the Great Hall our approval will be required in advance.

8.13 Store Hours

We will ensure that each Sub Concession is open for business without interruption during the Store Hours at a minimum, and is providing all Merchandise and services as required during such time.

- Opening Hours. Sub Concessionaires shall ensure that each Concession Location is open for business, without interruption, during the Store Hours not less than 16 hours per day 7 days per week, and is providing all goods and services as required by the Sub Concession Agreement. Unless otherwise approved in writing by us, the Parties agree to the Store Hours as stated in the Summary of Contract Provisions of each Sub Concession Agreement. The only limit on store opening hours is the minimum, stores may open as long as they wish without prior approval providing that the extended opening hours have no additional impact on the airport operation. Developer shall ensure at any given time, at least one Convenience Concession and at least one F&B Concession is open for business in the Landside Area of the Concessions Space, with this requirement to apply 24 hours a day, seven days a week 365 days per year.
- Extension of Store Hours. Sub Concessionaire's must agree to remain open beyond Store Hours for certain events including, but not limited to, the following:
 - In the event of one or more delayed domestic flights, Developer shall ensure that at least 1 F&B unit and 1 Convenience store remains open, including beyond the then current Store Hours, until thirty (30) minutes after the delayed inbound flight arrives at its respective gate. In the event of one or more delayed international inbound flights, Developer shall ensure that at least 1 F&B unit and 1 Convenience store accessible by such international inbound delayed Users remains open, including beyond the then current Store Hours, until 60 minutes after the delayed inbound flight arrives at its respective gate.
 - In the event of one or more delayed outbound flights, Developer shall ensure that at least 1 F&B unit and 1 Convenience store of the airside required to serve the needs of outbound delayed Users, remains open, including beyond the then current Store Hours, until 45 minutes before the last delayed outbound flight departs.

- In the event of an Emergency, Developer shall ensure that the portion of the Concession required to serve the needs of Users remains open for business and provide all Merchandise and services as required, including beyond the then current Store Hours, until the Emergency ceases as reasonably determined by the Owner.
- Failure to Open. Failing to open for business within thirty (30) minutes of the required opening time, or closing more than thirty (30) minutes early, shall constitute a violation of this Section for which we may collect liquidated damages or other remedies of similar nature as regulated in each Sub Concession Agreement.
- Posted Hours. The Sub Concessionaire will prominently post Store Hours for each Concession Location at the Concession Location and in a format approved by the Developer.

The Developer will have personnel covering opening and closing hours and part of their brief will be to monitor opening and closing times, enabling immediate action should there be any breach.

8.14 Cash Handling & Credit Card Requirements

Sub Concessionaire's shall at all times observe cash-handling and record-handling procedures in accordance with sound accounting and financial control practices and as necessary to provide timely and accurate reports to us, the Developer. We may at any time during the Term request a copy of these procedures and, shall have the right to monitor and test all of the Sub Concessionaire's procedures and controls and require the Sub Concessionaire to make changes to its procedures.

Sub Concessionaire's shall comply with the most recent Payment Card Industry Data Security Standard requirements. Sub Concessionaire's Independent CPA must yearly certify Sub Concessionaire's operations are compliant with Payment Card Industry Data Security Standards. We, the Developer reserve the right to receive reports required by the Payment Card Industry Security Standards Council.

Credit card acceptance will form part of the Sub Concessionaires Obligation Check-list and formally reviewed at least annually.

Sub Concessionaire shall accept the following credit cards:

- American Express;
- Discover;
- MasterCard; and
- Visa.

The Sub Concessionaire should accept all major debit cards including:

- JP Morgan Chase;
- Bank of America;
- Wells Fargo;
- Citi Group;
- Goldman Sachs;
- Morgan Stanley;
- US Bancorp;
- Bank of New York Mellon;
- PNC Bank;
- Capital One;
- HSBC; and
- Credit Union.

8.14.1 Point of Sale Terminals

Our Sub Concessionaire's will be required to install a POS Terminal(s) to accurately record all business transactions occurring in each Concession Location(s) for accounting, reporting, and auditing purposes as set forth herein. All Sub Concessionaires must comply with the requirements of the CDMP in force at the time they sign the Sub Concession Agreement.

All POS Terminals used at the Great Hall must have, at a minimum, the following features:

Requirements and features for POS Terminals shall be made to comply with requirements under the CDMP.

- Multiple segregated category addresses to allow for accurate and complete reporting of Gross Receipts by various Goods and Services categories;
- The capability of recording transactions by sequential control number to an audit tape or computer file;
- The capability of recording any discounts that are applied to a transaction;
- The capability of printing a transaction history to tape or computer file by category of goods or services, time of day, day, month, and year by category;
- The capability of printing customer receipts showing the transaction amount, the amount tendered, the amount of change due to the customer, and the time and date of the transaction. Additionally, the customer receipt must show Concessionaire's contact information including name, phone number and email address for any customer concerns, complaints, or questions;
- A fee display of sufficient size and legibility that is placed in a location visible to the customer during a transaction; and
- A secure transaction audit tape or ASCII transaction file on a removable storage device.
- Such terminal will be non-re-settable.

Developer will ensure that POS terminals comply at all times with the requirements set forth within the DA and the Sub Concession agreement and, if necessary to allow for a customer experience that meets or exceeds Good Industry Practice and the customer service standards set forth in the CDMP, that they are refreshed and modernized by the relevant Concessionaires whenever refurbishments are required under their relevant Concession Agreements.

As part of the procurement process Sub Concessionaires will be notified of the POS requirements and then confirm they are able to meet the criteria we have specified as part of their bid. Failure to comply will become apparent through the developer not receiving all of the required data and through the financial audits. Penalties will be as outlined within the Sub Concession agreement.

8.15 Concessionaire Fit-Out

All Sub-Concessionaires in the Great Hall must comply with Great Hall Partners' Fit -Out guidelines in fitting out their leased Shell Space.

This Standard applies to the following commercial areas within buildings: property developments, shops, catering outlets and bars, games machine areas, bureau de change, retail and commercial storage areas, hotel reservation, tourist and rental desks, kiosks, commercial displays, advertising signage and pop-ups.

This Standard is conceived as a basis of design for the commercial premises within the Great Hall. As such, it sets out the parameters that will ensure a design that is compliant with the requirements and limitations of the terminal in which the commercial areas are to be installed.



The Standard has been written considering that the Developer will provide the Shell & Core facility and the Concessionaire will provide the fit-out design and installation. Whilst not wishing to limit the individuality of a fit-out, the Developer will require designs to be compatible with the shell & core infrastructure provided. Furthermore, the Developer requires that safety, security and environmental protection are not compromised nor infringed in any case by the design solutions proposed by the Concessionaires.

Concessionaires are required to comply with all of the fit out standards that are set out in the Technical Requirements. These requirements supplement all legal requirements, industry standards and construction best practices that may apply and that must be observed when designing spaces and conducting installations.

Requirement statements in this standard shall define the following performance attributes:

- Functional requirements
- Safety and security
- External interfaces
- Installation
- Maintainability.

8.16 Refurbishment Plan

We shall plan for Sub Concessionaires undertaking periodic Renewal Work within the Sub Concessions Space to ensure the presentation and functioning of the space allows for consistent delivery of our financial, customer service and operational performance requirements over the Term. We shall coordinate Renewal Work with the Owner to minimize impacts on Patrons and maximize revenues in accordance with the requirements of Appendix 5 of the Development Agreement.

Responsibility for the actual renewals will fall to each Sub Concessionaire once approval has been granted by us to their proposal. The only renewal work carried out by us will be to the original shell and core provision and any of the common user space outside of the shop unit.

Where renewal work includes the installation of systems the rules defined in the Technical Requirements should be followed.

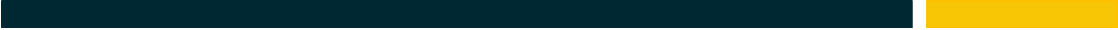
8.17 Concessions Operations

We will make sure that each Sub Concessionaire complies with policies set out in the CDMP through the contractual commitment of the Sub Concession agreement. We will also provide the Sub Concessionaires with Handbooks that will be developed in the early stages of the Development Agreement phase, (Great Hall Tenant Permit Handbook and Great Hall Concession Handbook) as quick guideline to the Great Hall policies.

This section provides the list of operations regulated by the agreement between the Developer and the Owner, which can be modified without Owner's consent, providing the changes, within reason, do not worsen the passengers' service.

8.17.1 Materials Handling

Sub Concessionaire's shall be required to make all deliveries of money, coin, supplies, goods, products, and food and beverage items in such manner as specified by us and DEN's Rules and Regulations and at



such times and locations as Owner may reasonably approve and we will instruct our Sub Concessionaires accordingly.

Emergency deliveries may be made at other times subject to prior arrangements with the Owner through us.

To make this work in the most efficient way for the Developer and its Sub Concessionaires the process for receiving goods at the loading bay, security screening and then delivery to store or stock room will be outsourced to logistics experts. This will result in sales staff being able to spend more time on the shop floor attending to customers, resulting in higher sales.

8.17.2 Goods Delivery Process

Sub Concessionaire shall transport inventory among Concession Locations and Storage Spaces in the same building at such times and by such routes outlined by us the Developer. Sub Concessionaires shall make every effort to avoid using the Common Areas for large quantity deliveries during peak periods. Sub Concessionaire shall be responsible for the return of all pallets, storage containers, and other equipment belonging to its suppliers to locations designated for return. Sub Concessionaire shall use only carts or conveyances for transporting goods that are Owner approved sealed, leak-proof, and equipped carts or conveyances, with pneumatic wheels suitable for operating on carpet or other flooring without damage thereto, for transporting good and which are approved by Owner.

To make this work in the most efficient way for the Developer and its Sub Concessionaires the process for receiving goods at the loading bay, security screening and then delivery to store or stock room will be outsourced to logistics experts. This will result in sales staff being able to spend more time on the shop floor attending to customers, resulting in higher sales. The logistics supplier will be responsible for the following key parts of the process:

Access to airport

- Delivery time slots
- Approach road
- Waiting areas
- Drop off Point
- Type of movement – Pallet, Cage, Tote box, Single items

Drop off point to Security

- Route
- Safety requirements
- Handover of delivery and check v packing note and signature
- Process through security

Airside post Security

- Stock held for shop staff to collect – responsibilities of parties
- Stock delivered on arrival – to store or stockroom – Responsibilities of parties
- Stock held and then delivered to store or stockroom – Responsibilities of parties
- Return of Pallet, Cage, Tote box.

Screening of goods will be coordinated by the Developer and its Concessionaires. The cost will be born by DEN as per current agreement relating to screening for DEN's Concessionaires.

8.17.3 Operating Procedures and Standards

We will respect all existing procedures and standards and ensure that our Sub Concessionaires do also through the Sub Concession Agreement (please refer to O&M Service Plan for detail).

Our Sub Concessionaires will comply with all health and sanitary regulations adopted by the Owner, State of Colorado, and any other governmental authority with jurisdiction. The Owner may request access via us for inspection purposes to any duly authorized representatives of all such governing bodies. The Owner may also request us to share copies of inspection reports by health and sanitary governing bodies.

Compliance with inspection reports will be formally measured at least annually through the Sub Concessionaires Obligation Check-list.

8.18 Sustainability

The Sustainability Management Plan issued in August 2013 states that the Owner wishes to optimize the “triple bottom line” balancing economic, environmental and social responsibility. We support such initiatives and will participate in any sustainability activities currently under way at DEN, including recycling of restaurant grease, paper, cardboard, glass, plastic and other materials. We intend to implement a composting program for food and other waste products and encourage the use of locally produced food products.

Should LEED standards for airport concessions be adopted, Sub Concessionaires will be expected to use their reasonable commercial efforts to meet such standards considering the characteristics of each location (the nature of each commercial unit varies e.g. pop-up shops, kiosks, in-line covered shops).

This will be an obligation for concessionaires as per the sub concession agreement and a member of the Developer’s team will be allocated responsibility for sustainability liaison with sub concessionaires.

8.19 End of Term Transition

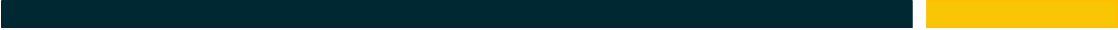
We will continuously update our merchandise strategy, including potential product categories and indicative brands. The Commercial team will regularly meet with new potential brand partners identified through the strategy so that there is always a pipeline should any Sub Concessionaire cease trading unexpectedly or as pre planning for the natural expiry of each Sub Concession agreement. The key reason for planning in this way is to minimise the period a unit remains closed having an adverse effect on sales. The formal detailed planning and leasing process for each Sub Concession will commence 18 months prior to expiry, allowing sufficient time to manage the process smoothly however, the vacancy requirements at section 1.4.7 Section 5-A of the DA will be respected.

Although there will be a formal bi-annual update to the Owner, we shall review and update the strategy very regularly for internal purposes (2.1.1, 2.1.2, 2.1.3). As soon as the formal procurement process has started (Section 3) the development and operations teams will be notified so that transition plans can be put in place. These are likely to be specific to each situation but once a contract is awarded and the incumbent Sub Concessionaire has been informed, it is the development and operation teams who then liaise with the outgoing and incoming Sub Concessionaires to ensure a smooth transition.

9 Maintenance Demarcations and Utilities allocation

Owner or Developer, as determined in the Great Hall O&M Service Plan and Part III of the Technical Requirements, shall be responsible for common maintenance of the following central systems located throughout the Great Hall, except for assets, connections, or systems located after the demarcations point between the Developer O&M Segment and Concessionaire Premises. As a general rule, O&M work within each unit will be performed by the Sub Concessionaire. As mandatory the Company or companies which will be developing the maintenance and cleaning tasks, must follow and encourage the philosophy and regulations included within the O&M Service plan. We will evaluate if it is of the best interest to the program for us to perform some O&M work within the Sub Concessions Space.

- **Electricity Systems.** The Owner will provide the sufficient quantities of electricity and gas to the demarcation point outside the Premises. Each Sub Concessionaire covenants to pay us, the Developer the Sub Concessionaire's share of the electricity and gas costs, in an amount determined by ourselves. Owner or Developer, as determined in the Great Hall O&M Plan, will clean, maintain, and repair, for the benefit of the Sub Concessionaire, central Electricity and Natural Gas systems at the Great Hall. We shall install and maintain an electric meter and a gas meter for each Sub Concession, other than those that do not consume electricity or gas, respectively and, ensure that activities within the Sub Concessions Space do not damage or harm the central electricity or natural gas infrastructure at DEN. Concessionaires will be responsible to make sure gas distribution infrastructure and equipment within their premises, are functioning as per design with no leaks in the gas system. **Grease Traps and Interceptors.** If a Sub Concessionaire uses Grease Traps and Interceptors, they shall ensure all concession space preliminary grease management systems are available, except for the planned shutdown time, and functioning as per Design; grease traps are checked / cleaned in line with manufacturers recommendations and legal requirements and in any case no less than once per month. The Developer shall check that the Sub Concessionaires clean all grease removal systems within the Concessions Space and ensure that activities within the Concessions Space do not damage or harm the central grease removal infrastructure at the Airport.
- **HVAC Systems.** The Owner will furnish the normal and reasonable quantities of central air from the central HVAC system at the Great Hall to the Premises and all necessary power and electricity for such central air circulation. The Owner will maintain under normal conditions a temperature adequate for comfortable occupancy according to the season. The Owner or Developer, as determined in the Great Hall O&M Plan will clean, maintain, and repair, for the benefit of each Sub Concessionaire, central HVAC infrastructure and systems at the Great Hall.
- **Life Safety Systems.** City, will maintain and repair, for the benefit of Sub Concessionaire's, Life Safety systems at the Great Hall. Concessionaires must be responsible to avoid any obstruction at/or near fire suppression and detection systems and no obstructions at or near emergency signage or emergency exits shall be allowed.
- **Fire Suppression Systems and Detection.** The Concessionaire shall ensure Ansul and Drychem systems are available, inspected and certified as per NFPA standards and in compliance with all applicable law and regulations. The Developer shall check the compliance with this obligation once per year.
- **Sanitary Sewer System.** The Owner will furnish sufficient water from the central water source to the Premises in reasonable quantities; provided that Sub Concessionaire's comply with all water conservation programs in effect or as adopted. The Owner or Developer, as determined in Part III of



the Technical Requirements will clean, maintain, and repair, for the benefit of Sub Concessionaire's, central water, plumbing, and sewer infrastructure and systems at the Great Hall.

- **Trash, Waste and Refuse.** As the Developer, we reserve the right, if deemed to be in its best interests, to provide trash, waste and other refuse removal, disposal and recycling services. Sub Concessionaire's will participate in any DEN-wide trash, waste, and other refuse removal, disposal, recycling or composting program for any type of trash, waste, and refuse at its own cost. We will require our Sub Concessionaires to use designated locations, containers and transport routes for trash, waste and refuse removal and disposal. Sub Concessionaires shall ensure that storage, transportation, and disposal of all trash, waste, and other refuse does not damage or harm any structures or infrastructure at DEN.
- **Exterior Windows and Structures.** The Owner, will clean, maintain, and repair, for the benefit of Sub Concessionaire's, exterior windows and all structural parts of the Great Hall. The Owner maintenance shall include exterior glass, walls, and roof, but specifically excludes Premises Improvements and Trade Fixtures.
- **Inside of Sub Concession space.** Sub Concessionaires will be responsible for ensuring that their space and all furnishings, fixtures and equipment (including food preparation equipment) are maintained in a clean, neat, safe, and sanitary condition, and in good working order at all times. Sub Concessionaires shall correct any hazardous or potentially hazardous condition in the Sub Concessions Space immediately, whether identified by us or upon receipt of a verbal or written notice from the Owner that we will communicate to Sub Concessionaire. We may require the Sub Concessionaire to close the Sub Concessions Space or affected portion thereof until the hazardous or potentially hazardous condition is corrected.

Each sub concessionaire shall submit on an annual basis a maintenance plan to be reviewed by the Commercial Operations Manager that should be compliant with the requirements established in the CDMP, each Sub Concession Agreement, the Technical Requirements and the O&M Services Plan. This plan should establish, as a minimum, the frequency of periodic maintenance including the need to plan the maintenance tasks that could generate disruption in the activity of the concession premises during non-peak operating hours and, as far as commercially viable, out of the operating periods. It shall also establish clearly the planned tasks that require coordination with the Developer and the Owner.

Aside from the annual report, the Commercial Operations Manager will held monthly meetings with the General Managers of each Concession Location to confirm the maintenance tasks planned for the forthcoming month and ensure coordination with the rest of concessionaires and the Developer's Maintenance team. DEN Maintenance team can also participate in these meetings and in any event will be notified according to the procedures established in the Project Management Plan about any needs for coordination or shutdowns, if required. During these monthly meetings a review of the Performance Requirements metrics and assessment of Non Compliance points by DEN will be performed and if necessary it will trigger specific ad-hoc sessions to address them (in addition to the remedial plans or continuous improvement plans that may be triggered as described in previous sections of this document).

The maintenance plan of the sub concessionaire shall also identify contact details to be used in case of the need of an emergency repair by the Developer.



A Sub Concession Agreement's Mandatory and Spring Back Provisions

Mandatory and Spring back provisions are included in Appendix 5-B of the Development Agreement.



B Procurement Process and Evaluation Guidelines

The Procurement Process and Evaluation Guidelines is attached in its final form.

STANDARD POLICIES AND PROCEDURES

Great Hall Partners (GHP) CONTRACT EVALUATION GUIDELINES

PURPOSE:

To establish policies and procedures governing the evaluation of proposals in order to select a Proposer.

PROCEDURE:

Contract Forecast:

All formal competitive contract opportunities should be placed on a pipeline tracker.

Drafting the Request for Service (RFx):

The request for a service (RFP, RFI, RFQ) should contain all required information (i.e. a scope of work or concession opportunity, minimum qualifications or pre-qualifications, evaluation criteria, dates, times, and locations of any meetings, due dates, links where to find information, communication process, any required goals, reasons for rejections, etc.) Any changes to the original document must be done via an addendum. Once proposals are received, no changes may be made to the document requirements and selection criteria.

Evaluation Criteria:

Evaluation criteria may include, but are not limited to: business and financing plan, references, proposed concept and design, technical knowledge, experience and expertise, operations and management plan including staffing, problem resolution, scope understanding, reducing risk, meeting goals, schedules or any criteria the Account Manager (AM) deems important to meet the needs of the requested service.

The following is required standard evaluation criteria for all requests for services:

1. Proposer's understanding of the project services
2. Proposer's work plan and approach
3. Proposer's demonstrated knowledge and experience

Addendum:

Any changes to the request for services document must be made in the form of an addendum. Addenda are uploaded to GHP's website to ensure that all proposers have access to the same information. Proposers should acknowledge they viewed any and all addendums.

Contact or Communications between Proposers and the Developer's Staff:

At the time of issuance of a proposal, all communication related to the proposal must take place in writing through the designated representative of the Developer's office only with questions pertaining to pending proposal. This guideline does not apply to ongoing business communications or technical questions not pertaining to confidential proposals.

Failure to follow this protocol may result in consequences to Proposers, including, but not limited to, disqualification of a proposer and/or cancellation of the process.

Advertisement:

All formal competitive advertisements shall be published in the City's Legal Publication, sent via email to the Construction database, and on GHP's Website (linked to DEN's Proposer's Bulletin Board). The proposal/bid details and requirements should be consistent and accurate for all postings

Concession advertisements are published in the City's Legal Publication, and posted on GHP's website (linked to DEN's Concession database) unless waived by the Executive Director.

Other advertisement methodologies may be used as needed and are not limited to the above.

STANDARD POLICIES AND PROCEDURES

Pre-proposal Meeting / Questions & Answers:

A pre-proposal meeting may be conducted; however, the decision to make attendance mandatory is up to the Account Manager's (AM) discretion based on the proposal requirements and whether attending a pre-proposal meeting is deemed required in order to submit a successful proposal. If the pre-proposal meeting is required, an attendance sheet will be maintained for all attendees and failure of a proposer to attend required meetings as instructed may result in proposal disqualification. All proposal questions must be submitted in writing to the Developer, as per the proposal requirements. The Developer is the owner of and will facilitate the pre-proposal meeting.

Receipt of Proposals:

All received proposals should be time and date stamped by the Developer when received and who received them. Any proposal submitted to the wrong location and not officially received by the required time considered late and may be considered non-responsive. One minute after the required time of the proposals will be considered late and the Developer is the owner of the official time clock. Developer, will ensure that the received proposals are complete and ensure that the minimum qualifications have been met.

Non-Responsive Proposals:

The Developer, will determine whether each proposal is "responsive" or "non-responsive." A responsive proposal conforms in all required material respects to the RFP or bid and all mandatory requirements have been met. A proposal may be deemed "non-responsive" if any of the required information is not provided. If a proposal is determined to be "non-responsive," the Developer will provide a written notice to the proposer(s) following the submitted due date. Non-responsive proposals may be allowed to correct, on a case-by-case basis (approved by the AM), minor proposal discrepancies in order to be considered responsive as long as the discrepancies do not have a direct impact on the primary evaluation criteria (i.e. price, goals, etc.).

Proposal Evaluation:

Scoring should be accomplished using a 1-5-point scale and % weighting (assigned by Account Manager) applied to each criteria based on importance (total weight should add up to 100%), which may differ by product type. Decimal numbers may be used to avoid evaluation scoring ties.

The scores should be multiplied by the total % weighting assigned, which should be assigned by the Account Manager in the RFP, based on the relative importance of the technical criteria/cost for the services being requested and should add up to 100%. .

Scoring Criteria:

Excellent (5 points): The Proposer demonstrates an approach that is considered to significantly exceed the listed requirements/objectives in a beneficial way (providing advantages, benefits, or added value to the Project), provides a consistently outstanding level of quality and demonstrates a high degree of confidence in the Proposer's resources and experience. There are no major concerns that the Proposer would fail to meet the requirements of the RFP and there are no weaknesses. The response is highly detailed with appropriate explanations and/or evidence.

Above average (4 points): The Proposer demonstrates an approach that is considered to mostly exceed the listed requirements/objectives in a beneficial way (providing advantages, benefits, or added value to the Project), and provides an above average level of quality. There are few major concerns and a slight or below average risk that the Proposer would fail to meet some of the requirements of the RFP. The response is sufficiently detailed with some appropriate explanations and/or evidence. It is considered any minor weaknesses can be readily corrected.

Average (3 points): The Proposer demonstrates an approach that is considered to consistently meet the RFP requirements/objectives and offers an acceptable level of quality. The Proposer demonstrates a good probability of meeting most of the requirements of the RFP and the response provides an adequate degree of confidence in the Proposer's resources and experience. There are some concerns that the Proposer may fail to satisfy some of the requirements of the Contract. Weaknesses are minor and may be readily corrected.

STANDARD POLICIES AND PROCEDURES

Below Average (2 points): The response is partially compliant and the Proposer demonstrates an approach that is considered to marginally meet the stated requirements/objectives and has a slightly below minimum level of quality. There are several major concerns and the Proposer provides a low degree of confidence in the Proposer's resources and experience. There is higher than normal risk that the Proposer may fail to satisfy the requirements of the Contract and weaknesses are higher than normal.

Poor (1 point): The response is ambiguous as to whether the proposer has sufficient resources and experience. The Proposer has demonstrated an approach that has a high probability of failing to meet most of the stated requirements/objectives, and/or provides poor quality, and/or is a very high risk, and/or will fail to meet most of the requirements of the RFP, and/or contains several weaknesses that may be considered major and/or extensive that a large revision to the Proposal would be necessary.

Unacceptable (0 points): The response is non-compliant and provides an inadequate level of detail and/or evidence. The Proposer has failed to meet the stated requirements/objectives, and/or provides unacceptable quality, and/or demonstrates no reasonable likelihood of meeting the requirements of the RFP, and/or contains weaknesses that are so major and/or extensive that a complete revision to the Proposal would be necessary.

Cost Scoring: All proposal cost scoring will be completed in advance by Developer, in order to assign consistent scoring that is the proportional difference between each cost proposal, and avoid a subjective cost evaluation.

STANDARD POLICIES AND PROCEDURES

Scoring example:

	Weight	Proposal A	Proposal B	Proposal C	Proposal D	Proposal E	Proposal F	Weighted Score	Proposal A	Proposal B	Proposal C	Proposal D	Proposal E	Proposal F
<u>Proposal Criteria</u>	(1)	(2)						(Column (1) X Column (2)) = Column (3)						
Dem onstrated Com petence	30%	5.00	4.50	1.00	4.00	3.00	2.00	1.50	1.35	0.30	1.20	0.90	0.60	
Experience in perform ance of com parable engagem ents	10%	5.00	4.50	2.00	3.00	4.00	2.00	0.50	0.45	0.20	0.30	0.40	0.20	
Conform ance with the term s of the RFP	5%	4.50	5.00	3.00	4.00	3.00	2.00	0.23	0.25	0.15	0.20	0.15	0.10	
Incul sivity / Divers ity	5%	5.00	4.00	2.00	4.50	3.00	1.00	0.25	0.20	0.10	0.23	0.15	0.05	
Expertis e and availability of key pers onnel	10%	5.00	4.50	3.00	4.00	3.00	2.00	0.50	0.45	0.30	0.40	0.30	0.20	
Cost / Revenue Propos al	40%	4.15	4.29	5.00	4.50	4.35	4.82	1.66	1.72	2.00	1.80	1.74	1.93	
	100%	28.65	26.79	16.00	24.00	20.35	13.82	Weighted Total	4.64	4.42	3.05	4.13	3.64	3.08

Unless otherwise specified at the beginning of the document, printed copies of this document are UNCONTROLLED. Always refer to the online DEN Standards and Procedures on the DEN Intranet prior to use to ensure you are using the most current copy.

STANDARD POLICIES AND PROCEDURES

It should be noted that the Proposal Criteria above will be developed for each product category (ie retail or catering)

Short-listing proposers and holding direct interviews/presentations in a second-round of evaluations is optional if deemed beneficial by the Account Manager. However, the evaluation criteria and process should be performed within the parameters of this policy.

All overall final rankings will be posted on GHP's Website within 30 days of an executed agreement. Individual panel member scores/rankings will not be posted.

Debriefing of Non-Selected Proposers:

Unsuccessful Proposers will be notified of the approval of the selected proposer. At the Proposer's request, the Account Manager will offer debriefing to unsuccessful candidates after the contract for services is fully executed. Debriefing should be held within 30 working days of the agreement being executed with all requesting Proposers. General information and Account Manager feedback related to the associated proposer that assists in successful future proposals may be shared during the debriefing. No direct information related to other proposals, proposers, individual scoring or panel member information may be shared.

Process Validation and Auditing:

Any and all discrepancies found during the selection or audit process, and any requests for exceptions to this policy, should initially go through the Developer prior to moving forward.

The Developer will communicate to DEN the outcome of the selection process together with the evaluation results. Going forward, the contracting and reporting process will follow the rules established in the Concessions Development and Management Plan.

The Developer will perform a due diligence audit of the entire process, prior to moving forward with the selected Proposer, in order to confirm that the process followed this policy. Any discrepancies found that may affect the selection outcome will be reported to DEN by the Executive Director .

Record Retention:

Items that should be retained by the Developer: all submitted proposals, non-responsive notices, , overall scores and rankings, proposal document, addenda(s), all correspondence to proposers and the selected proposer. Records will be destroyed per the rules established in the Concessions Development and Management Plan and Development Agreement.



C ACDBE Strategic and Compliance Plan

ACDBE strategic and compliance plan is attached in its final form.



D Sub-Concession Performance Survey

Provided separately for the Front of House Survey.

DEN GH - Front of House Survey

Question	Score	Answer	Additional Comments
General Information			
1. Date of visit	N/A		
2. Time of visit	N/A		
3. Name and location of store	N/A		
4. What was the store activity (please elaborate on this in the commentary)?	N/A		
5. Please name the purchases you made	N/A		
6. Value of purchase	N/A		
7. What was the name of the staff member who dealt with you during the consultation and, if no name was visible, a detailed description must be given?	N/A		
8. What was the name of the staff member who dealt with you at the till (their name or reference number may be on your receipt) if no name visible a detailed description must be given?	N/A		
First Impressions			
9. On a scale of 1-10, how would you rate your first impression of the unit?	0		
10. Please justify your rating on first impression of the unit.			
11. Were staff visible in the store ie behind the counter or on shop floor?	0		
12. Was there a good range of products available?	0		
13. On a scale of 1-10, what was your first impression of the promotions available?	0		
14. Please justify your rating on the available promotions.			
15. Was there a price visible for all products (either on product or on shelf)?	0		
16. Was the condition of the TOTAL store acceptable to you? (store layout, cleanliness, presentation, neatness, ease of access to product etc)?	0		
17. Was the interior of the unit free flowing and accessible to both wheelchair and buggy using patrons?	0		
First Impressions Total	0		
	0%		
Approaching the Customer			
(please tick N/A if the staff member was busy with other customers - skip this section)			
18. Were you approached by a member of staff while browsing?	0		
19. Did you have to approach the staff member?			
20. Please explain what the staff member was doing and if you were/were not approached.			
21. Were you greeted in a friendly manner or acknowledged i.e eye contact,nod etc?	0		
22. Were you made to feel the staff member(s) genuinely valued your custom?	0		
23. Was the length of time you were waiting to be served appropriate?	0		
Approaching the Customer Total	0		
	0%		
Sales Consultation			
24. During the sales consultation did the staff member make use of open/fact finding questions in order to ascertain your needs?	0		
25. Were you confident in the staff members knowledge on the product?	0		
26. Did the staff member mention any possible savings/discounts/promotions that were available in the store today?	0		
27. Did the staff member advise you of any other services such as shop & collect, home delivery etc?	0		
28. Did the staff member upsell/cross sell or encourage you to purchase additional products?	0		
29. If the product was unavailable did the staff member suggest an alternative product?	0		
30. Did the staff member encourage you to proceed with the purchase at any stage of the interaction?	0		
Sales Consultation Total	0		
	0%		
Sales Transactions			
The first 3 questions below should only be answered if you dealt with a different staff member at the counter, otherwise please mark them N/A			
31. Was the length of time you were queuing acceptable?	N/A		
32. How long were you waiting in the queue?	N/A		
33. Were you greeted when you approached the register?	N/A		
34. Were you given a till receipt?	N/A		
35. Was the cashier acting in a professional manner (ie no eating, drinking or chewing gum)?	N/A		
36. Did the staff member put your products in a bag for you?	N/A		
37. Did the staff member thank you for your custom?	N/A		
38. Did the staff member advise you of any other services such as shop and collect during the interaction at the till?	N/A		
Sales Transactions Total (0-70)	0		
Overall Impressions/Moments of Truth			
On a scale of 1-10 how would you rate the level of service you received			
39. Please justify your rating on the level of service	0		
40. On a scale of 1-10 how would you rate the value for money in this store	0		
41. Please justify your rating on value for money			
42. Did this shopping experience meet/satisfy your expectations?	0		
43. Would you return as a result of the service you received in store on this occasion?	0		
44. Please justify your response to the question above			
Overall Impressions/Moments of Truth Total	0		
	0%		
Overall Summary			
45. Please can you summarise your interaction with the staff member, how they dealt with your query, the items purchased and your opinion on the overall experience			
46. What areas for improvement can you identify from your experience today?			
Total	0		
	0%		



E Concentration of Ownership Template

Concentration of Ownership Template is attached.



F Revenue Forecasting Template

The tables below intend to show the template in which the Developer will present the Revenue Forecasting.



G Commercial Due Diligence Report and Draft Bond Feasibility Report

Provided Separately



H Job Descriptions

Job descriptions for the key roles that will be filled for the Operations Phase are attached.



JOB DESCRIPTION

Job Title	CEO
Department	Management
Reporting Into	Board of Directors
Direct Reports	24 (Construction Phase) / 17 (Concession Phase)

Overall Job Purpose

The Executive Director is responsible for the overall success of the program including governing of the business change and expenditures with significant bottom line impact. Lead the project, being the ultimately accountable for overall smooth running of Great Hall Terminal facilities, including the delivery of the construction project. Manage the relationship and being the primary point of contact for liaison with the Denver International Airport Executive Committee and other key stakeholder relationships.

Specific Responsibilities

- Lead the Executive Committee to articulate, advise and approve strategic issues and decisions in his area of responsibility.
- Ensure that the Strategic Plan is implemented successfully and communicated, as appropriate, with internal and external stakeholders.
- Manage the relationship and contract with the Joint Venture partners, acting as the single point of contact at managerial level.
- Oversee the compliance of all the requirements related to the capital investment program coming from the different stakeholders: Denver International Airport Management, Airlines, TSA, commercial department, future tenants,...
- Oversee the proper delivery of the commercial area fit-out to be performed by the future tenants and liaise with the Vice President Commercial confirm the operational and commercial requirements are fully addressed in capital projects.
- In coordination with Denver International Airport management, ensure the integration of the new project into the running Airport efficiently, focusing on safe operation and excellent passenger experience.
- Provide leadership, guidance and mentorship to enhance the financial strength of the company.
- Purpose initiatives to be implemented during the construction works enabling efficiencies in the capital investment programs.
- Ensure the implementation of the quality management, sustainable development, design, technical, process and information standards.
- Create a motivational work environment to enhance employee satisfaction and productivity; and build an effective team of leaders by providing guidance and coaching to subordinate directors.

Qualifications and Experience

- Proven experience as a director or in other managerial position for at least 8 – 10 years in International Airports.
- Proven experience managing people (more than 1,000 employees) and significant budgets (100 million per year).
- Significant experience in the business management, operational and commercial area.
- Business Administration and/or Economics Bachelor Degree.

Job Title	Vice President Commercial
Department	Commercial
Reporting Into	Chief Executive Officer
Direct Reports	5 (Construction Phase) and 10 (Concession Phase)

Overall Job Purpose

The Vice President Commercial is responsible for the delivery of the retail business plan and maximising the trading potential of all retail activities.

Primary Focus of the Role

Lead the strategy and take the right decisions to allow the Great Hall to achieve optimal operational efficiency and commercial revenues while increasing passenger comfort and convenience. Build a strategy and a detailed merchandising plan that matches operator concepts with the desired experience and customer diversity.

Specific Responsibilities

- Act as part of the Executive Committee and collaborate with the Chief Executive Officer to articulate, advise and approve strategic issues and decisions in his area of responsibility, keeping him updated of the progress of the project.
- Develop, refine and implement a comprehensive strategy to ensure the optimal tenant mix is secured for the Great Hall.
- Identify and implement initiatives to deliver incremental income through working closely with retail business partners to increase penetration and spend as well as deliver initiatives to improve the passenger experience.
- Identify opportunities to maximise space productivity and ensure the delivery of a retail mix appropriate.
- Manage the relationship with actual and future tenants, acting as the single point of contact at senior level.
- Develop and deliver the retail and commercial business plan identifying and incorporating commercial opportunities, supporting activities that maximise sales and income generation and ensure that the business plan is optimised.
- Lead the effort to attract the best tenants for the opening of the Great Hall. Lead the strategy and support the Account Senior Managers in order to obtain the most advantageous contractual terms.
- Ensure that the Great Hall remains at the 'cutting edge' of retail experience compatible with the passenger profile.
- Develop high quality, commercially astute relationships with Concessionaires at CEO level and at top management level with other key stakeholders.
- Analyze data, identify trends and opportunities and make recommendations to maximise sales for all concessionaires. Propose, agree and implement actions with business partners to drive sales and increase average transaction values and penetration and subsequently analyse the effectiveness of such actions.
- Lead the marketing team, design and advertising agencies to cost effectively market and promote airport retail operations.
- Accountable for the month end, forecasting and budgeting financial processes for the commercial function.

Job Title	Vice President Finance and HR
Department	Finance and HR
Reporting Into	Chief Executive Officer
Direct Reports	2

Overall Job Purpose

The VP Finance and HR is responsible of driving continuous financial improvement in management of the project and providing the decision-making process with an updated and solid information base.

Primary Focus of the Role

Coordinate, monitor and report the analysis of economic and financial data and the management of the Great Hall, from the collecting of information, to its examination and the preparation of relevant reports, including the drawing up and the analysis of budgets, in accordance with corporate legislation and the instructions of the Chief Executive Officer.

Specific Responsibilities

- Act as part of the Executive Committee and collaborate with the Chief Executive Officer to articulate, advise and approve strategic issues and decisions in his area of responsibility, keeping him updated of the progress of the project.
- Manage the accounting and consolidation processes, including monthly close process, internal and external audits, financial statements according to applicable accounting standards,...
- Responsible for the tax issues, providing information to support periodic tax reporting requirements, maintenance of tax records, tax returns and liaison with tax advisers.
- Prepare and review monthly financial reports and respond to ad-hoc requests for information accurately and efficiently.
- Review daily / weekly p&l and cashflow report and bank reconciliations.
- On-site support to the Ferrovial Group financial department in debt related issues.
- Prepare and review models for capital expenditure proposals, and participate in developing and implementing working capital related system and structural improvements to improve efficiency and accountability.
- Prepare the financial related submissions of information for Denver International Airport.
- Manage the relationship with shareholders and any other stakeholders, acting as the single point of contact at senior level for all the financial issues.
- Support the relationship with debt providers and financial institutions
- Coordinate with the Asset Delivery and Commercial VPs to ensure the delivery of the month end, forecasting and budgeting financial processes under their responsibility on due time.
- Responsible for the payroll and all the HR administration processes. Supporting the HR BP in all the issues relating to budget, payroll, contracts of employment, and any other HR-related documentation.
- Liaise with external HR providers, and ensure the relevant HR processes are accurate and in compliance with legislation
- Report to shareholders and other stakeholders in HR statistics.
- Head the Finance and HR department through an effective leadership to bring together people, culture, process, systems, budget performance, stakeholder management and delivery.
- Anticipate problems using his past experience to strengthen the project. Developing and sharing best practices from his experience in previous positions.

JOB DESCRIPTION

- Collaborate in the Commercial Projects together with the Asset Delivery VP to ensure the delivery of retail projects from initial space planning and approvals through the project process to fit out and successful trading of the space, supervising the conditions of the key facilities of the Great Hall and suggest corrective and preventive measures.
- Drive Inspirational solutions to complex challenges.
- Ensure a safe and efficient retail operation both front and back, and through the implementation of the best in class Health & Safety measures and policies are in place.
- In coordination with Denver International Airport management, integrate the new project into the running Airport efficiently, focusing on safe operation and excellent passenger experience.
- Head the Commercial department through an effective leadership to bring together people, culture, process, systems, budget performance, stakeholder management and delivery.
- Suggest initiatives to be implemented during the construction works enabling efficiencies in his area or responsibility.
- Anticipate problems using his past experience to strengthen the project. Developing and sharing best practices from his experience in previous positions in other airports.



I Great Hall Training Center

Report

The Great Hall Training Center



April 2017

Great Hall Partners

ferrovial
airports

 **SAUNDERS**

JLC | MJE-Loop
Capital Partners LLC

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1. Introduction:

The Great Hall Training Center

1.1 The Denver Great Hall Vision

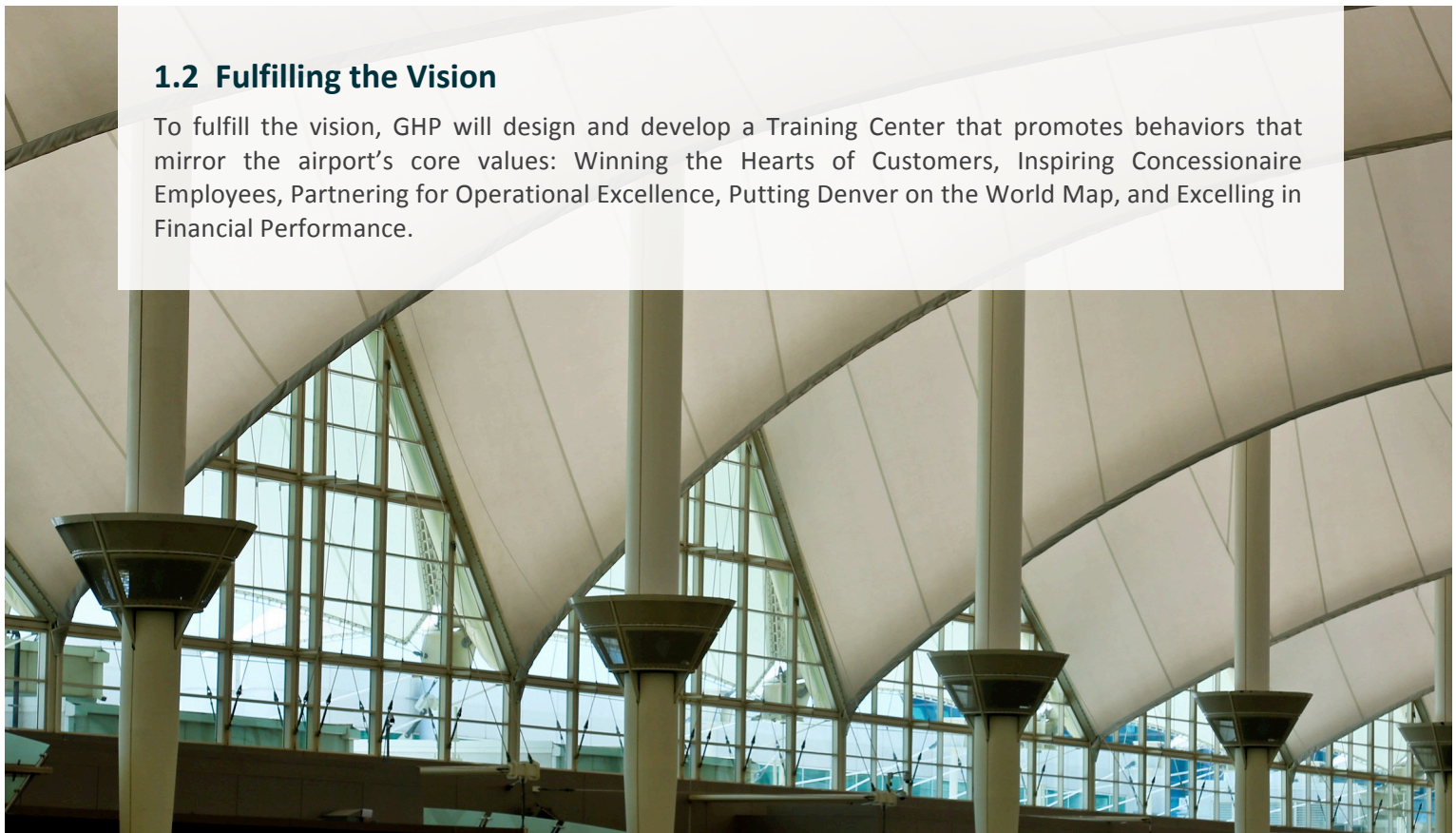
Great Hall Partners (GHP) embrace Denver's strategic vision to become "America's favorite connecting hub, where the Rocky Mountains meet the world". We will create and deliver a distinctive world-class passenger experience, passenger service, and retail and food&beverage environment for visitors and passengers.

This is an opportunity for Denver to offer an upscale and strongly differentiated choice of food and beverage, retail, and service outlets. These outlets will be characterized by the quality of the concessions and the outstanding customer service delivered, without exception, by all those working in the Great Hall.

Our vision is to create an environment that visitors notice and talk about —an environment that establishes Denver as a new benchmark in US airports.

1.2 Fulfilling the Vision

To fulfill the vision, GHP will design and develop a Training Center that promotes behaviors that mirror the airport's core values: Winning the Hearts of Customers, Inspiring Concessionaire Employees, Partnering for Operational Excellence, Putting Denver on the World Map, and Excelling in Financial Performance.



1.3 Purpose and Values

- Establish uncompromising service standards that deliver the best possible experience for passengers and visitors
- Build a “sense of community” among and between employers and concessionaire employees, and instill a “sense of pride” in being a part of something special and unique
- Support concessionaires’ efforts to attract potential employees, retain top talent and develop their teams
- Provide concessionaire employees with tools to enrich their chances of accessing, maintaining, and succeeding in job opportunities in the Great Hall

The purpose will be supported by the values that drive the behaviors of Inclusion, Collaboration, Innovation, Respect, and Integrity—the pillars of the GHP leadership.

1.4 Training Strategy

- Develop training classes that are engaging, relevant, effective, and cost- and time-efficient. Training must have “real value”
- Make the training classes responsive to employer and employee needs
- Build a clear link between the training offered and the employee's career path
- Offer training options that address transferable “soft” skills (skills relevant to a variety of job profiles) and “hard” skills (technical skills or skills specific to a job role)
- Target training to skill gaps found and defined by the employer



1.5 Our Target Audience

The Great Hall Training Center will offer training opportunities on a wide variety of subjects relevant to a range of stakeholders.

- **Employers/Owners** includes subcontractors working on the construction and development of the Great Hall, and the concessionaires (retail, food&beverage, other services) that will occupy it
- **Concessionaire employees** working for any of the concessionaires (retail, food&beverage, other services) found within the Great Hall
- **Newly hired concessionaire employees** working for any of the concessionaires (retail, food&beverage, other services) found within the Great Hall or newly hired GHP employees
- **Non-English-speaking concessionaire employees** working for any of the concessionaires (retail, food&beverage, other services) within the Great Hall
- **College internship students** include 4th and 5th year college students from Metropolitan State University and The Colorado School of Mines. Engineering, Accounting/Finance, Business, Marketing and Human Resources Management students are eligible. GHP will oversee the internship requirements on site. Additional schools and internships may be considered. This program will be run in collaboration with the Design and Build Joint Venture team

2.

Assessment of Training Needs

2.1 Methodology

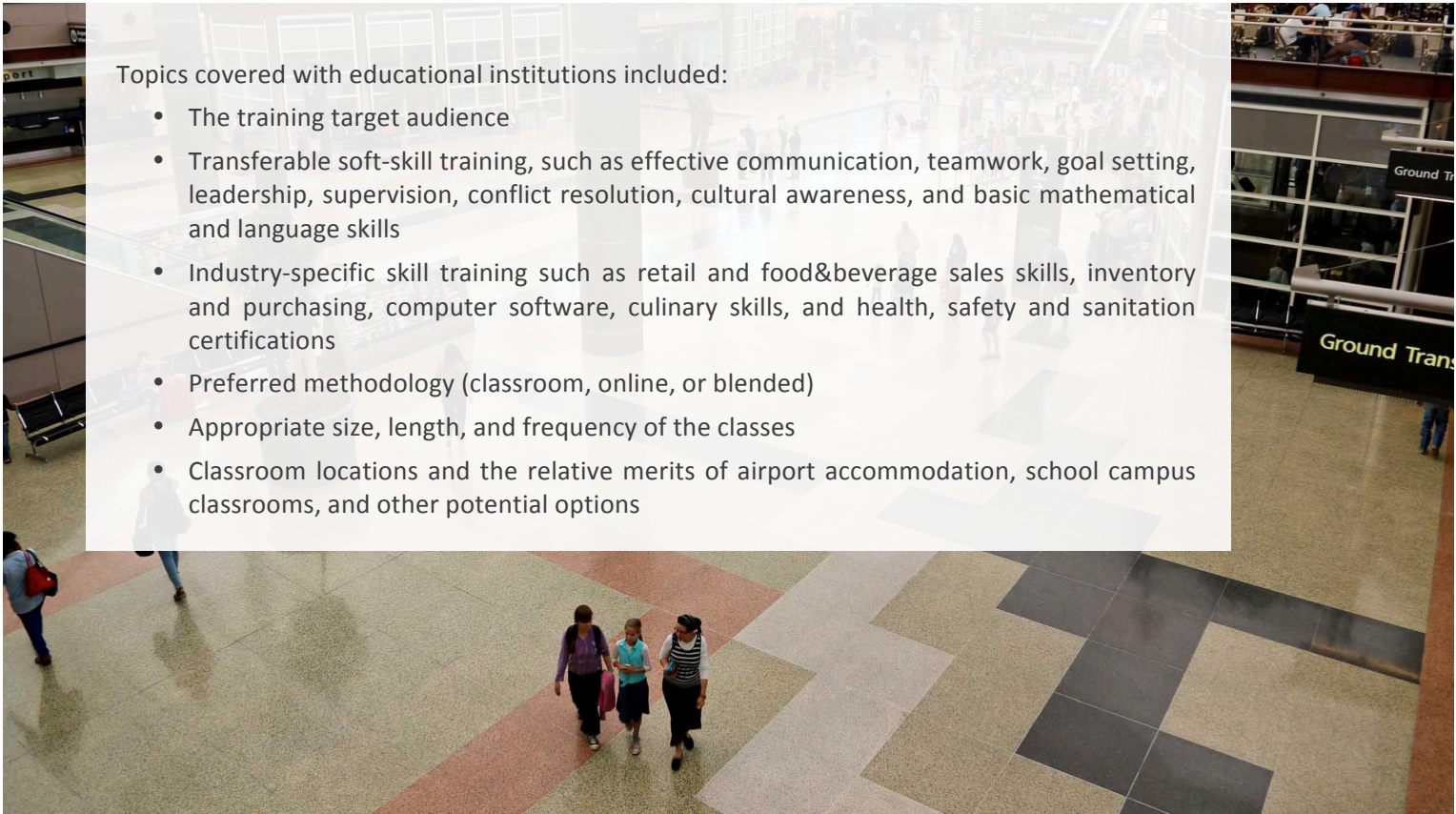
To assess training needs, GHP has held discussions with key individuals working closely with the airport representatives of the concessionaires; the Denver Workforce office, and educational institutions interested and engaged in workforce-development training.

Discussions involved face-to-face meetings and telephone conference calls. We asked a series of standard questions to gather general information about the current state of training at the airport, to find out what concessionaires and concessionaire employees thought about previous training, to identify best training practices, and to invite ideas for improving training at the airport.

GHP held separate face-to-face meetings with Metropolitan State University, The Emily Griffith Technical College, and The Community College of Aurora. We followed up with further meetings, e-mail correspondence and telephone calls. We provided them with an overview of the Great Hall Project and Training Center, together with a summary of the current state of workforce development and training at the airport. We then invited each school to share their ideas on potential training strategies in order to engage airport concessionaire employees, increase employee retention, and define specific training topics to address potential training needs. The schools also considered how to link the training to career pathways.

Topics covered with educational institutions included:

- The training target audience
- Transferable soft-skill training, such as effective communication, teamwork, goal setting, leadership, supervision, conflict resolution, cultural awareness, and basic mathematical and language skills
- Industry-specific skill training such as retail and food&beverage sales skills, inventory and purchasing, computer software, culinary skills, and health, safety and sanitation certifications
- Preferred methodology (classroom, online, or blended)
- Appropriate size, length, and frequency of the classes
- Classroom locations and the relative merits of airport accommodation, school campus classrooms, and other potential options



2.2 Findings

- For concessionaires, the big challenge is attracting job applicants and retaining employees. There are currently 400 vacancies at the airport, 5% of which are for supervisory or management roles
- The Concessionaire's Association uses Customer Service Experts (CSE), a specialist airport-customer-service company, to help with training and secret shopper services. The Concessionaires Joint Marketing Fund pays for CSE's services and for concessionaire job fairs
- The Denver Workforce office at DEN offers retail classes through the National Retail Federation website. The service includes classroom space and a staff member who serves as instructor and proctor for on-line testing and certification. The Denver Workforce office also works with some airport concessionaires to provide customized training based on their needs
- Many of Denver's concessionaire employees have limited English language skills
- Despite the staffing challenges at the airport, many of Denver's concessionaire employees would like the opportunity to develop their work skills and advance in their job

2.3 Challenges

- Concessionaires have had a lukewarm response to supplemental training in the past and did not find it of value
- Concessionaires and concessionaire employees thought that past supplemental training was repetitive or a duplication of their own training
- Training did not always align with the concessionaire brand/ownership message
- Smaller concessionaires often lack the resources or infrastructure to develop and execute a formal training program
- Concessionaires fear that shared classes could encourage employees to compare information about wages and benefits offered by competing concessions
- Concessionaires are concerned about the amount of time involved in training and the potential costs of replacement staff to cover their absence
- Concessionaires need to agree on what types of supplemental training are most needed and how to best provide it
- Concessionaires would benefit from a more robust communication message to promote training options and link training to career opportunities



2.4 Opportunities for Improvement

- Encourage employer involvement by developing a Comprehensive Training Strategy with input and collaboration from all key stakeholders
- Build credibility by responding to employer feedback and developing customized training that speaks to specific skill gaps
- Improve participation by designing concise training modules with flexible days and time frames
- Find clear career pathways and link them to employee training
- Increase employer and employee awareness of training opportunities by creating a strategic communication plan and a clear blueprint for improving job skills and potential career paths
- Emphasize business results by focusing on key performance indicators supported by continuous evaluation

3.

Collaborating Partnerships



3.1 Introduction

GHP has established collaborative partnerships with Metropolitan State University, The Emily Griffith Technical College, and the Community College of Aurora. Three schools have already signed a “Letter of Collaboration” with GHP (letters included in the Appendices) and begun initial development of potential training modules for the Great Hall Training Center. An ongoing dialog continues with all three schools.

GHP has also reached out to The Colorado School of Mines to discuss collaborating on engineering internship opportunities during the design and construction phase of the Great Hall project.

The Great Hall Training Center project is a work in progress. As the needs, goals, and scope of the project evolve, we will continue to explore partnership opportunities with other schools and organizations in the Denver Metro area.

3.2 Metropolitan State University



Metropolitan State University (MSU) is a comprehensive, baccalaureate and master's degree granting urban university offering arts and sciences, professional and business courses and programs to a diverse student population.

Among Colorado's four-year universities, MSU Denver is a leader in diverse enrollment. Minority enrollment for fall 2016 was 39.5%. 31.6% of the student population are first generation college students and 37% are part-time students. MSU embeds diversity, community engagement, and regional stewardship within its core values and strategic themes.

MSU's industry partnerships include an on-campus student training hotel (SpringHill Suites) and a collaboration with the Tivoli Brewing Company which is expanding operations to a location at DEN.



Training options discussed with MSU include:

- Transferable skills training (soft skills) applicable to numerous job profiles
- Industry-related training (technical or specific skills) required for a particular job or as preparation for a career
- Identifying and developing Career Certificate Programs
- College level classes leading to a college credit or degree program offered through MSU
- College internships at the Great Hall Partners

Partnership Strengths: MSU brings a valuable combination of academic excellence, community involvement, and previous industry collaborations. The University also serves a diverse student population with a similar profile to the one we expect to see at the Great Hall.

As a four-year public university, MSU has the resources to develop and offer higher level instruction as the need develops. In these initial stages, our discussions focus on the immediate need for short-term seminars/workshops. However, our bigger vision does not set limits on what training could be offered or what the GH concessionaire employees could accomplish.

3.3 Emily Griffith Technical College



Emily Griffith Technical College offers post high school technical training, apprenticeships, short-term boot camp trainings, and customized onsite training with accredited and non-accredited options.

Emily Griffith Technical College was founded to provide opportunities “for all who wish to learn.” With the school's emphasis on accessible education, Emily Griffith continues to attract individuals of all backgrounds and nationalities.

Emily Griffith has more than two dozen career-training certificate programs, most of which last for a year or less, and provide hands-on instruction in health sciences, creative arts and design, administration, and professional studies, trades and industry.



Training options discussed with Emily Griffith include:

- Transferable skills training (soft skills) applicable to numerous job profiles
- Industry-related training (technical or specific skills) required for a particular job or as preparation for a career
- Pre-employment training model for retail careers
- Pre-employment training model for culinary and construction careers
- Incorporating ESL into established training classes

Partnership Strengths: The Emily Griffith Technical College curriculum is “career driven”. It offers more than two dozen technical/career certificates with an emphasis on short-term training that is directly responsive to industry needs. Emily Griffith serves a highly diverse student population, is experienced in grant writing, and has proven flexibility in developing customized training programs. The strong careers focus at Emily Griffith is a good match for the goals of the Great Hall Training Center.

3.4 Community College of Aurora



Community College of Aurora (CCA) offers associate degrees with the option to transfer credit to a four-year college. CCA also offers several technical and career certifications. CCA serves a diverse student population on two campuses, one of which—the Lowry campus—serves several Denver zip codes within the East Metro area. CCA is the only public institution of higher to focus on the educational and workforce needs of Denver's East Metro area.



Training options discussed with CCA include:

- Transferable skills training (soft skills) applicable to numerous job profiles
- Industry-related training (technical or specific skills) required for a particular job or as preparation for a career
- Using or building on nationally recognized retail and food&beverage or hospitality training and certification
- Incorporating ESL (English as a second language) into established training classes

Partnership Strengths: The Community College of Aurora provides career and technical certificates and degrees as well as customized and non-credit courses tailored to the needs of the local business community. It has direct experience in retail training for Staples, and has developed customized training for the Transportation Security Administration at DEN. CCA also has a solid record of outreach and engagement across the Denver community. It is familiar with best practices for teaching in a multi-cultural classroom setting. In addition, some of the classes we have discussed already exist and would require minimal changes to implement.

3.5 The Colorado School of Mines



The Colorado School of Mines is a highly respected public research university devoted to engineering and applied science. The School of Mines offers a wide range of engineering degrees at the undergraduate level. Its engineering majors include: Metallurgical and Materials Engineering, Civil & Environmental Engineering, Electrical Engineering, and Mechanical Engineering.

The School of Mines understands that a diverse and inclusive campus environment inspires creativity and innovation—essential characteristics of successful engineers. Students come from every state in the nation and from over 90 countries around the world. The School of Mines is committed to making progress in the areas of diversity and inclusion by providing offices and programs to support their efforts.



Training options discussed with the School of Mines include:

- College Internships/Co-ops in Engineering at the Great Hall

Partnership Strengths: As one of the best ranked engineering programs in the country, the School of Mines presents an outstanding opportunity for GHP to offer engineering internships to students studying in the local area. The Colorado School of Mines works with an impressive list of partners that regularly recruit for internships, co-ops, and jobs. As a result, it has an excellent understanding of the research and operational needs of industry. The School of Mines Career Center organizes several career events throughout the year, and offers visiting companies plenty of suggestions for developing a successful branding campaign when they come to campus.

4.

Training Framework

4.1 Overview

Our training framework has the potential to expand and offer more robust training options as the Great Hall develops. We will start in year one with a basic set of training strategies. As more concessionaires and concessionaire employees join the Great Hall—and we gather more feedback—we will develop the training menu. Reviewing, evaluating, and revising the training modules will be a normal part of the process. This plan-do-check-act strategy keeps our training relevant, responsive, and effective.

We know that well-trained and highly motivated people are the most valuable resource in any successful organization. Development of a blueprint for career pathways that offers a clear link between the training and career opportunities at the airport will build that resource. By giving concessionaire employees the opportunity to extend or improve their skill sets and pursue a career, we enrich their employment experience. We will be sending them a vital message: “you are valued”.



4.2 Our Credentials

Great Hall Partners, LLC

The GHP team (Ferrovia, Saunders, and MJE-Loop Capital) provides a winning mix of design, construction, management, and financing expertise, together with a strong commitment to the communities in which they operate. Ferrovia Airports is one of the world’s leading private airport operators. It has invested in, and managed 32 airports across the world. Saunders Construction is a Colorado owned construction management and general contractor company with over 40 years’ experience in the Rocky Mountain Region. MJE-Loop Capital is a full-service investment bank, brokerage, and advisory firm providing creative capital solutions for corporate, governmental, and institutional entities around the globe.



Notable awards and achievements:



- Ferrovia: recognized for six consecutive years with the “TOP Employers Certificate” for optimizing employment practices and developing its concessionaire employees



- Ferrovia: Hudson Award to the best Human Resources Department for its Corporate Social Network



- Heathrow: named “World’s Best Airport Terminal” for five consecutive years by the Airports Council International



- Heathrow: named “Best Airport for Shopping” for seven consecutive years by the Airports Council International



- Heathrow: wins “Best Airport for Shopping” in Skytrax World Airport Awards, 2016 and 2017



- Saunders Construction: awarded “Large Contractor of the Year” by the Hispanic Contractors of Colorado, 2012 and 2014



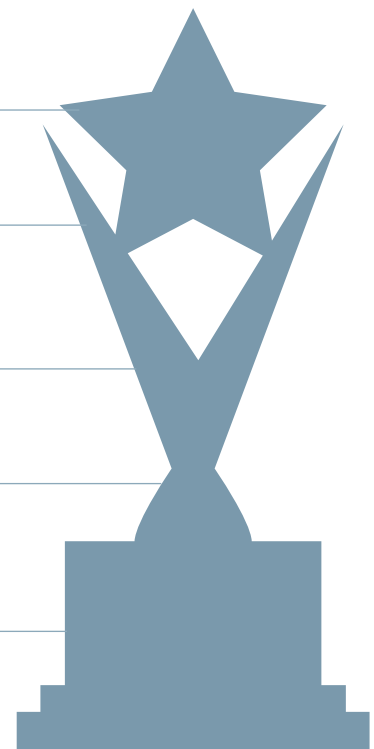
- Saunders Construction: wins “Corporation of the Year” in Black Chamber Ascension Award 2013



- Loop Capital: is #1 for Client Satisfaction as reported in Investment Officers Magazine/2016 “Transition Management Survey”



- Loop Capital: awarded “2016 Financial Services Company of the Year” by Black Enterprise Magazine



Heathrow Academy

Enhancing community engagement and continuous raising of service-quality standards are key elements of GHP operations. At London's Heathrow Airport, the Heathrow Employment & Skills Academy (formerly the Retail Academy) was established in 2004. The Academy has a superb record of training and support to bring local people into work and provide recruitment solutions for brands based at the airport.

The Heathrow Academy offers a wide range of training to improve career opportunities within Customer Service, Aviation, Hospitality, Retail, and Logistics. It provides transferable and industry-specific skills. Training covers basic literacy and numeracy skills, airport induction training, customer-service skills, communication skills, conflict management, language and cultural awareness training, and fully developed industry-specific apprenticeship programs. Concessionaire employees can earn certificates in a variety of career disciplines.

By collaborating with local municipalities and working with employers across the airport community, the Academy has improved the airport's ability to attract and keep concessionaire employees. In total, it has helped more than 4,700 people find employment or an apprenticeship placement. Throughout its 13-year history, the Academy has provided training excellence, job placements, employment stability, and concessionaire savings.

OUR EXPERIENCE

The Heathrow Academy

Over **3,200** people placed into work
and more than

5,000 candidates put into pre-employment training



4.3 Our Modules

Since two markets are never the same, the Great Hall Training Center will create its own unique training framework—one that reflects, and is responsive to, the employment and training needs of the Great Hall.

The Great Hall training modules will supplement the training offered by individual concessionaires. We will be careful not to duplicate current training topics nor to send messages that might confuse or contradict concessionaire brand or service standards. We acknowledge that valuable and effective training is already taking place. Our intention is to work closely with concessionaires and to provide additional resources to support their efforts to train their employees. Our training framework will be the blueprint from which we fully develop detailed subject matter, training activities, assessment tools, and instructors' guides.

We also know that concessionaire employees will come to the Great Hall with varying degrees of education and job preparedness. Our training opportunities will stretch from basic literacy and numeracy to interpersonal skills, basic technical skills, and potentially more complex training. By choosing educational partners that can “meet the concessionaire employees where they are at,” we offer a more flexible approach. We create a Training Center that offers a range of classes from basic adult education to college-level curriculum, and is genuinely responsive to the needs of concessionaires and their employees.

Development of the first training modules has been a collaborative effort incorporating stakeholder feedback and working closely with our educational training partners.

The following is a list of training modules proposed by GHP as a starting point for the Training Center.

Great Hall Orientation Training

Training for all new concessionaire employees working in the Denver Great Hall. Each six-hour class will welcome new starters to the Great Hall, provide basic orientation, and introduce the core values of DEN and the Great Hall. Classes to be held at least once a month, or more frequently if needed.

English as a Second Language (ESL) Classes

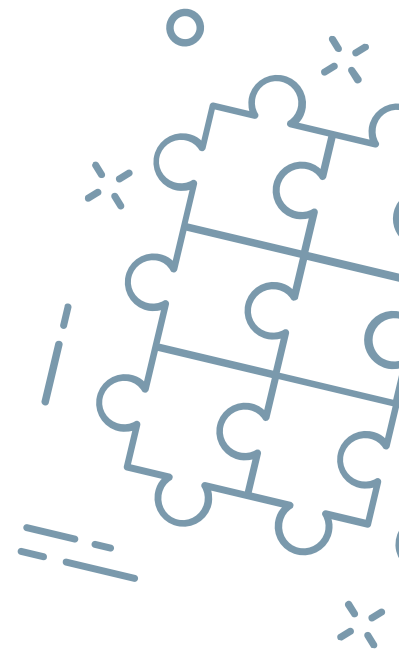
Beginner and intermediate classes for concessionaire employees whose first language is not English. Each ten-week course consists of 20 × two-hour sessions developed and taught by the Community College of Aurora. No more than ten learners in each course.

Business Culture Training

A basic introduction to the business culture of the retail, food&beverage and hospitality sectors for concessionaire employees whose first language is not English, but whose standard of conversational English is advanced intermediate or above. Course format is 3 × three-hour sessions developed and taught by the Community College of Aurora.

Retail and food&beverage Career Opportunity Pathway Training

A series of workshops to help concessionaire employees understand the breadth of career opportunities within the retail and Food&Beverage industry and the skills they will need to succeed. Course content developed and taught by Metro State University, Emily Griffith Technical College, and the Community College of Aurora.

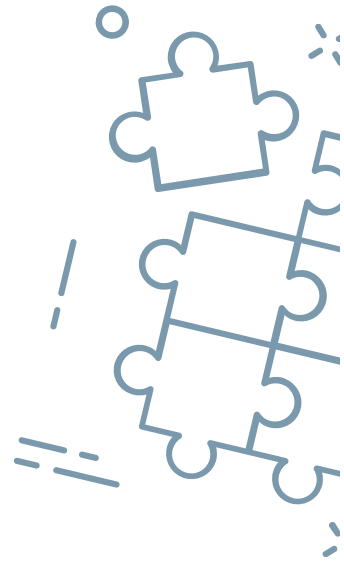


Retail and Food&Beverage Leadership Training

Eight hours of training for managers, supervisors, and other concessionaire employees with leadership potential. Course provides insights into leadership, decision-making, and operational excellence. One to two courses a year developed and taught by Metro State University.

College Student Internships/Co-ops

12-month internships or co-ops provided on-site at the Great Hall during its construction phase. Training aimed at 4th and 5th-year senior-level college students in engineering and business management (includes finance, marketing, and human resources). Interns selected by competitive interview. Content developed and taught by Colorado School of Mines and Metro State University.



4.4 Output Results

All training should result in tangible outcomes. It must be valuable and beneficial to the employer and the employee.

For employers, the value of training could be assessed by any of the following measurable outcomes: increased sales, better delivery of customer-service standards, improved customer feedback, more applicants for jobs, or better employee-retention rates.

For employees, the value of training could be any of the following outcomes: greater knowledge and understanding, a wider range skills, increased wages, or a clearer path to career goals.

- **Certificates:** Concessionaire employees will earn a certificate for training completed. Our teaching institutions will issue the certificates, and the Great Hall Training Center will keep full records of course participants, training completed, and certificates earned.
- **College Credits:** College student internships sponsored by GHP will adhere to all requirements of the relevant teaching institution. The Great Hall will qualify as an internship site and help student interns earn college credits towards their degrees.



4.5 Logistics and Administration

GHP will oversee the administration of the Great Hall Training Center. This includes:

- Developing and managing a yearly budget for the Great Hall Training Center
- Acting as a catalyst, initiating training discussions with concessionaires and collaborating with training school partners
- Selecting and offering training classes based on employer/employee feedback and needs assessment
- Contracting with schools and instructors
- Coordinating training schedules and class times
- Confirming classroom space and providing appropriate technical equipment and resources
- Enrolling concessionaire employees and tracking class attendance
- Developing, administering, and evaluating pre-training and post-training surveys and assessment strategies
- Publishing a monthly newsletter to promote training benefits, update the GH community on training classes and dates, and recognize and celebrate employee and employer achievements
- Participating in job fairs and other promotions on behalf of the Training Center
- Establishing procedures for full-cycle recruitment, screening, and on-boarding of internship students

The airport is our preferred location for classroom training as we consider that participation will increase if we hold the classes there. We need to confirm with DEN if there is a suitable space for the Great Hall Training Center.

As a backup plan, our training partner schools could provide classroom locations but from a practical point of view, training on-site at DEN is a better option.

4.6 Funding Sources

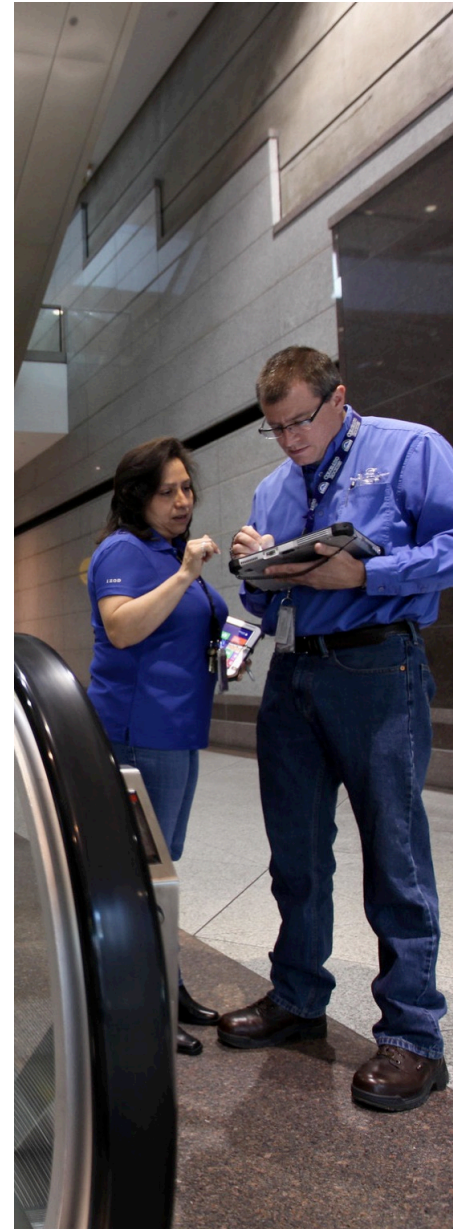
GHP believe that the Great Hall Training Center is very important to the success of the Great Hall project.

GHP commit to offering a training framework that is cost-effective and adds value for concessionaires and for their employees.

Funding for the Great Hall Training Center will come from a percentage of the concessionaires' marketing fund. GHP will provide an initial contribution in order to face the set up costs.

If we can find additional sources of funds we can do even more: develop a wider range of programs or enroll more students. To that end, GHP are researching funding sources that could contribute to the costs of running the Training Center.

Our research reveals that public and private funds for workforce development training are generally awarded to, and distributed through, private foundations, non-profit organizations, schools, and government offices. The



organizations that receive these grants commonly have 501 (3) (c) US tax-exempt status. 501 (3) (c) organizations are able to receive grants from private foundations and the government.

To qualify for 501 (3) (c) status, an organization's charter and activities must be for a worthwhile purpose. Education is one of those purposes, but eligibility rules often involve specific requirements in terms of training needs, career pathways and the demographics of the populations to be served.

Since the proposal and award process tends to be competitive, there is an advantage in working side by side with 501 (3) (c) collaborative partners who are eligible for grant funds and have experience in the process. Our educational training partners are willing to develop training proposals specifically for the Great Hall and will actively assist in the search for grant opportunities. They believe that the chances of submitting a successful grant proposal will increase once the Training Center is operational and working collaborations between school and industry partners are underway.

Potential Funding Sources:



Mile High United Way

Mile High United Way serves the Metro Denver community across five counties. Its goals include “Developing Tomorrow’s Talent”, and “Creating Economic Opportunity for All”. Potential funding would fall under the Strategic Investment Grant category of Workforce Development. This category relates to the provision of services and support for building a network of appropriately trained and educated workers who meet the needs of the employment market and who achieve economic success through increased earnings. This includes on-the-job training, internships, apprenticeships, and social entrepreneurship.

The Mile High United Way awards two-year grants through a competitive process based on a points system. The next award cycle will be for mid-2018 thru mid-2020. RFPs for this award cycle will likely be open in the late fall of 2017. The previous award cycle in the strategic investment category considered funding at a minimum of \$25,000. A prerequisite is that the organization to be funded is a non-profit 501 (3) (c). We will work with one of our training partners to investigate the potential to submit an RFP in the fall of 2019.

We met Mile High United Way representatives to present an overview of the Great Hall and Great Hall Training Center. The Mile High United Way expressed interest in the Training Center and encouraged us to follow up with further discussions once the project is approved.

Our chances of success would be increased by our ability to provide evidence of effectiveness. We are committed to developing and implementing the training center, collecting and evaluating results and then proceeding with an RFP. If we are successful, funding would go directly to the educational partner for use at the Great Hall Training Center. It would subsidize the school's cost-per-employee charge. Requested funding amount TBD.



Walmart Foundation

Walmart Foundation (Re-imagine Retail): In 2015, Walmart and the Walmart Foundation committed \$100 million over five years to programs that focus on career paths in retail and related industries, and to train thousands of workers outside of Walmart. Denver is one of ten cities across the USA that has been awarded funds to implement a new model of career services specific to retail.

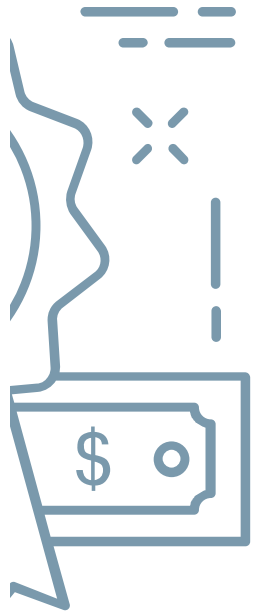
The funding is relevant because the values and purpose of the Great Hall Training Center align with the Foundation's emphasis on retail career paths and skills training. Two of the local 501 (3) (c) organizations that we have spoken to are actively seeking funds for retail training initiatives from the foundation (\$100k to \$200k in requests). There would be opportunities to collaborate with an educational partner to request funding for the Training Center within a year of introducing the first retail training modules.

The Great Hall Training Center's goal of developing effective training solutions for workforce development challenges at DEN is a logical fit for this funding source. The initial costs of developing a training module would still rest with us, but the potential to draw in additional funds, once the program is underway, could free up funding for other training modules. Funding would go directly to the educational partner for use at the Great Hall Training Center. Requested funding amount TBD.



Workforce Investment Opportunity Act (WIOA) is a federal program administered through the Colorado Department of Labor. The program exists to assist individuals preparing for employment, find and keep jobs, and increase wage earnings. It operates through a range of employment services, one of which offers limited training assistance for short-term training programs. These programs could be classroom training, on-the-job training, internships, or apprenticeships.

Emily Griffith Technical College and the Community College of Aurora have suggested WIOA as a potential funding source for the Great Hall Training Center. We would work with one or both schools to develop training modules and proposals to submit for funding within a year of introducing the first series of training modules at the Great Hall. Funding would go to the educational partner for use at the Great Hall Training Center. It would subsidize the school's cost-per-employee charge. Requested funding amount TBD.





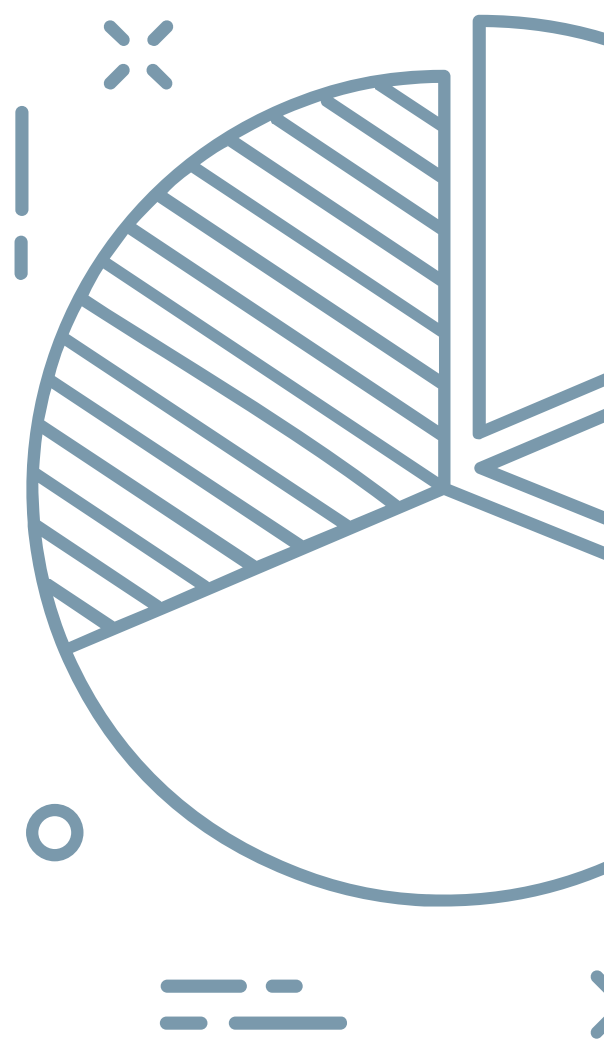
COLORADO
Office of Economic Development
& International Trade



COLORADO COMMUNITY
COLLEGE SYSTEM

The Colorado FIRST/Existing Industry Customized Job Training Programs is administered by the Colorado Community College System and the Colorado Office of Economic Development and International Trade. The program awards job-training grants to companies that are locating or expanding in Colorado, and to companies striving to maintain their competitive edge. The funds are not meant for retail careers but may still be relevant as other, non-retail career paths could be pursued within the Great Hall.

Both Emily Griffith Technical College and the Community College of Aurora have experience soliciting funds from this source. The route to developing a training proposal and requesting funds is much the same as for other funding sources: the 501 (3) (c) educational partner takes the lead in applying for funds. Further discussions with our educational partners would identify the types of training and job titles that qualify for funding. We would know within three years of the Training Center opening whether this is a viable source of funding.



5.

Outreach and Communication Plan



To reach our audience we will implement a comprehensive outreach and communication plan that will include participation in roadshows, jobs and career fairs, distribution of newsletters and other publicity materials.

5.1 Overview

GHP will implement a comprehensive communication plan as part of its Great Hall Training Center strategy. Keeping the vision and purpose of the Great Hall Training Center fresh and vibrant, and keeping stakeholders informed and motivated, demands a multifaceted approach to communication.

5.2 Communication Goals

- To engage GH concessionaires in a dialog that promotes the value of employee training and supports the professional development of concessionaire employees
- To inform concessionaire employees about training opportunities, and encourage them to pursue professional development and career opportunities within the Great Hall
- To connect with college students and encourage participation in college internships/co-ops at the Great Hall
- To engage with academic institutions and establish the best collaboration partnerships
- To tell a “compelling story” that celebrates Great Hall Training Center successes, and motivates stakeholders to collaborate with the Training Center

5.3 Target Audience

- Concessionaires within the Great Hall
- Concessionaire employees of the Great Hall
- Local college students at selected educational training partner schools
- Local schools and community organizations interested in workforce development
- Local government offices and DEN officials

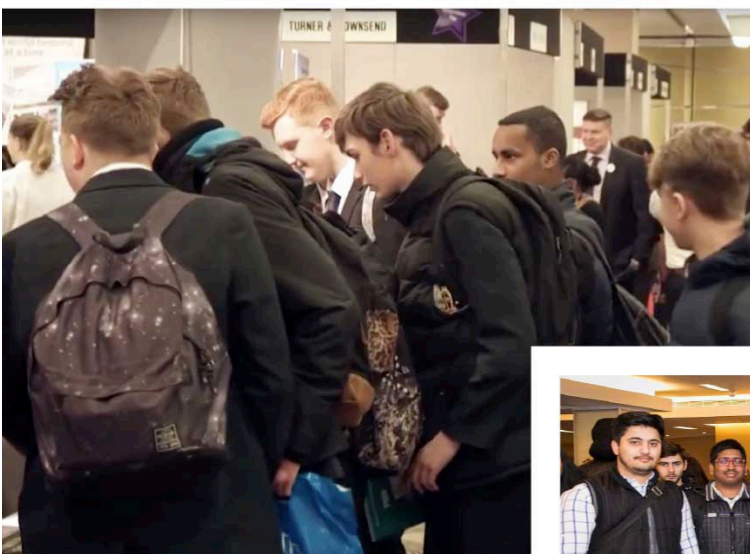
5.4 Key Messages

GHP will develop inspirational messaging themes that are consistent with the vision, goals, values, and purpose of the Great Hall Training Center.

5.5 Outreach Action Plan

Road Shows and Events

- Support and participate in job fairs, school-sponsored career fairs, and other workforce-development community events
- Produce informational slide shows (e.g. PowerPoint, Prezi, and Camtasia) for presentation at public presentations, job fairs, college internship information sessions, etc.
- Build and nurture liaisons with stakeholders (GH concessionaires, educational partners, DEN officials, community organizations, government offices) through participation in meetings, association memberships, and other community activities
- Promote a Training Center presence on stakeholder communication platforms such as school websites/job boards, workforce development organization websites, DEN digital channels, etc.



Branding and Marketing Material

- Generate and distribute informative print material (brochures, flyers, posters, etc.) for use in the Great Hall by concessionaires/concessionaire employees, educational training partners, local workforce development organizations, DEN, and other stakeholders
- Develop kiosk/booth, banners, and print material for use at job fairs and school-sponsored career events
- Use social media to tell stakeholders about Training Center activities



5.6 Communication Action Plan

Newsletter

- Publish and distribute a GH newsletter to GH concessionaires and their concessionaire employees, other interested DEN stakeholders, community schools, non-profit organizations, and associations interested in workforce development. Content to include:
 - Promotion of upcoming Great Hall activities and celebration of success stories
 - Recognition for concessionaire employees who have completed training classes
 - Recognition of employers demonstrating a commitment to training
 - Updating the airport community on upcoming training classes and training schedules
 - Marketing future job fairs and career events
- Publicize Great Hall Training Center updates through e-mail distribution to stakeholders

Appendix A:

Training Evaluation



A.1 Overview

The Training Center will continually evaluate its training modules through an ongoing plan-do-check-act (PDCA) strategy. Our training must have “real value” proven by measurable outcomes. So we will implement systems to evaluate our training modules and make changes as needed. This approach is fundamental to a relevant, responsive and effective training program.

This strategy includes:

- Development of pre-and post-training surveys of employees and employers to compare expectations with outcomes
- Surveys will ask respondents rate various aspects of their training on a Likert Scale from 0 to 5, and give them space for comments at the end of the survey
- Where appropriate for the training and the audience, surveys will be available in various languages
- Post-training surveys will unbiased – administered by GHP staff or someone other than the class instructor. Responses will be confidential and/or submitted anonymously
- Survey reviews will be conducted jointly by GHP staff and the instructor or the school
- To gather feedback on current training and invite suggestions for new modules, we will hold annual stakeholder focus groups consisting of employers and/or employees
- Revisions to the training program will be based on survey and focus-group feedback

A.2 KPI Evaluation of Program Design and Delivery (Content, Methodology, Organization)

Stakeholders:

Instructors/curriculum development team, concessionaire employees and employers.

Questions:

Does the training provide relevant information or teach necessary skills? Is there a good mix of lecture and class activities?

- Are we providing the right length of training? Should it be longer or shorter?
- Is the class size right? Is it at a convenient time? Are the classrooms comfortable and conducive to learning?



A.3 KPI Evaluation of Program Presenters (Delivery and Connection with the Group)

Stakeholders:

Concessionaire employees

Questions:

- Does the presenter know the subject matter?
- Does the presenter provide variety and do they engage with the class?
- Is the presenter responsive to class questions?

A.4 KPI Evaluation of Program Usefulness, Expectations, and Results

Stakeholders:

Employers and concessionaire employees

Questions:

- Is the training as good, or better, than expected? Why or why not?
- Do employer and employee think the training is valuable? Why or why not?
- Can employees apply what they have learned to their daily work?
- Can employers show how the training produces measurable results?

A.5 KPI Quantitative Evaluation of Program

Stakeholders:

GHP, Educational Partners and employers

Data:

- Number of concessionaire employees completing training; number enrolling in more than one training
- Number of training sessions held; number of training hours provided
- Number of participating concessionaires
- Cost of training and average cost per participant
- Breakdown by training title: cost of training, number of concessionaire employees, training hours, cost per employee , number of employees per concessionaire
- Demographic data: gender, veterans, etc – where available

GHP will collect and report quantitative data data annually. Annual reports will invite discussion with concessionaires and educational partners. The combination of KPIs and quantitative data supports in-depth evaluation of the Training Center's effectiveness which, in turn, drives curriculum development and training strategies.

Appendix B:

Modules



B.1 Great Hall Orientation Training

Audience:

All new concessionaire employees working in the Denver Great Hall

When:

A minimum of once a month for am and pm shifts, or scheduled as needed to accommodate new concessionaire openings or an influx of new hires

Duration of training:

Six hours

Developed and taught by:

GHP staff

Format:

Classroom lectures, classroom activities, tour – maximum class size: 25

Projected cost:

\$25 per employee

Overview:

GHP believe in investing in concessionaire employees from the very beginning. Our first responsibility is to make new starters feel welcome, to share basic information with them, and to clarify their expectations. Orientation training provides basic general information and introduces the core values of DEN and the Great Hall. Topics include:

- DEN history, facts, and figures; key staff and leadership
- Introduction to DEN Seven Core Objectives
- Overview of DEN security standards and procedures

- Overview of Great Hall Partners
- The Great Hall Vision: expectations and standards for serving our airport visitors and passengers
- Working in the Great Hall and being part of the community
- The role of the Great Hall Training Center: offering training that is relevant and useful to both concessionaire employees and concessionaires
- Opportunities for personal and professional development: WIIFM? (What's in it for me?)
- DEN tour including hours of operation and services offered

B.2 English as a Second Language Classes (ESL)

Audience:

Great Hall concessionaire employees whose first language is not English – beginning and intermediate level classes

When:

At least one level of ESL to be offered four times a year; total number of classes depends on demand

Duration of training:

40 hours spread across ten weeks: class meets twice a week for two hours each session

Developed and taught by:

Community College of Aurora (CCA)

Format:

Classroom lectures, classroom student participation, reading material – maximum class size: 10

Projected cost:

\$355 per employee.

Overview:

CCA offers a non-credited Community ESL Program as part of its ESL curriculum. All interested participants can take part in an ESL placement assessment. ESL classes range from beginning to advanced levels, and include practice in speaking, listening, reading, and writing, as well as grammar and vocabulary. Setting a maximum class size improves the classroom experience and participation.

B.3 Business Culture Training

Target audience:

Great Hall concessionaire employees whose first language is not English, but whose level of conversational English is at advanced intermediate level or above

When:

Twice a year

Length of training:

Nine hours across three weeks: three hours each session

Developed and taught by:

Community College of Aurora (CCA)

Qualification for enrollment:

Conversational English at advanced intermediate level or above

Format:

Classroom lectures, classroom student participation, reading material – maximum class size: 16

Projected Cost:

\$200 per employee

Overview:

This workshop presents a basic introduction to the American Retail, Food&Beverage, and Hospitality Business Culture. Sessions focus on typical visitor/passenger needs and requests. Learners review and practice responding to typical customer questions asked within a retail, hospitality, Food&Beverage or busy airport environment. Course introduces common terms and phrases used in customer interactions; focus is on extending the learner's vocabulary to include typical phrases and idioms.

B.4 Retail and Food&Beverage Career Opportunity Pathway Training

The Retail and Food&Beverage Career Opportunity Pathway and retail and food&beverage related training modules are the first in a series of pathway trainings. Collaboration between concessionaires, educational partners, and GHP will identify which retail and food&beverage training topics to develop first.

Subsequent Career Opportunity Pathways will be identified and developed as the Great Hall expands. Potential topics include: **Food & Beverage Career Pathways, Culinary Career Pathways, Travel & Tourism Career Pathways, Customer Service Career Pathways**

Target audience:

Great Hall concessionaire employees nominated by their concessionaires

When:

At least four trainings a year initially. More modules to follow based on concessionaire feedback and requests

Duration of training:

Workshops range in length two to four hours, presented in one or two sessions

Developed and taught by:

Metro State University, Emily Griffith Technical College, and Community College of Aurora

Format:

Classroom lectures, student classroom participation, reading material – maximum class size: 20

Projected cost:

Varies: \$50, \$110, and \$367 per employee depending on school, class duration, and subject matter

Overview: Each retail and food&beverage training module will be responsive and relevant to the employer's immediate needs, and be linked to the Retail and Food&Beverage Career Opportunity Pathway.

A vital aspect of our training plan will be to encourage concessionaire employees to learn more about career opportunities within the retail and food&beverage industry. The Training Center's vision is to take learners beyond the assimilation of knowledge and skills. We want to inspire them with the possibilities of retail and food&beverage careers – to take them beyond the idea that retailing this is just another job.

We have to explain what skills each job requires and show how they can move from one job to another, gathering increasing responsibility and pay as they go. We will introduce them to training topics relating to work in a wider range of retail and food&beverage careers, including visual merchandising, marketing and sales, purchasing and inventory, logistics and supply chain management, security and loss prevention, and store management. We believe that providing concessionaire employees with training resources and a career-goal blueprint is in the interests of concessionaires and their employees. By highlighting Retail and food&beverage Career Opportunity Pathways we take another step towards attracting, motivating, and retaining our workforce.

Training topics cover:

- **Transferable skills** applicable across many career paths
- **Industry-specific skills** connected to a particular job or career path

Examples of transferable skills:

- **Literacy and numeracy** – better reading, writing, numerical reasoning, and mathematical skills are fundamentals for strong concessionaire employees
- **Customer service skills** – nurturing a culture of high expectation and satisfaction by encouraging learners to become customer advocates through development of skills, behaviors, and attitudes
- **Communication skills and teambuilding** – self-discovery exercises on styles of communication and effective interactions, encouraging accountability, cohesiveness, and collaboration
- **Cultural awareness** – fostering rapport and positive customer relationships with all people; building cultural competence by responding to DEN's unique combination of customer variables: ability, age, beliefs, ethnicity, experience, gender identity, linguistic background, national origin, race, religion, sexual orientation, and socioeconomic status
- **Conflict resolution** – master a variety of negotiation strategies and apply them to common workplace situations
- **Leadership** – meet the challenges of today's business world by enhancing the qualities of good leadership, including decision-making, planning, and operational excellence

Examples of industry-specific retail and food&beverage skills:

- **Cash register and point-of-sale basics** – an introduction to standard features in the operation of a cash register/point-of-sale system
- **Closing shifts/cash drawer balancing** – a review of typical steps and processes involved in “closing a shift”; reconciliation of cash sales with beginning and ending cash balances; reconciliation of debit/credit/gift card transactions with sales totals
- **Security and loss prevention** – an overview of preventative measures to minimize losses through store theft and damage to merchandise
- **Purchasing and inventory management** – a discussion of concepts and procedures for controlling costs and managing inventory in a retail and food&beverage environment
- **Visual merchandising** – a survey of visual merchandising techniques and a review of part that retail displays play in customer buying habits

B.5 Retail and Food&Beverage Leadership Training

Target audience:

Great Hall managers/supervisors and high-potential concessionaire employees nominated by their concessionaires

When:

One session a year initially, as one of the four (4) Retail and Food&Beverage Career Opportunity Pathway Trainings; increases to two a year as Great Hall grows to full occupancy

Duration of training:

Eight hours of training conducted in sessions lasting from two to four hours

Developed and taught by:

Metro State University

Format:

Classroom lectures, student classroom participation, reading material – maximum class size: 15

Projected cost:

\$733 per employee

Overview:

We meet the challenges of modern business by enhancing the qualities of good leadership involved in decision-making, planning, and operational excellence. Our broad overview of management principles includes: HR management, organizational and time-management skills, effective communication, and supervisory skills and responsibilities.

B.6 College Student Internships/Co-ops

Target audience:

4th and 5th year senior level college students majoring in engineering, and business management, which includes accounting, finance, marketing, and human resources

When:

12-month internships/co-ops on a part-time hourly status

Where:

On site during the design and construction phase of the Great Hall, at the GHP administrative offices; program developed with the DBJV

Duration of training:

Program duration and number of hours for each student based on school-sponsored program requirements; as a guideline, GHP prefers to take students for a minimum 1,040 hours spread across 12 months

Developed and taught by:

Colorado School of Mines and Metro State University; internships/co-ops sponsored and supervised by GHP

Format:

Working with assigned GHP mentor/supervisor; internship/co-op on-the-job training/project assignments and follow up by student's school

Projected cost:

\$16 to \$21 an hour at part-time status

Overview:

Metro State University Internships and Co-ops encourage employers to take college students from various majors (including engineering and business) on paid internships and co-ops. This learning model combines academic knowledge and practical work experience. The engineering co-op is a 12-month experience; the actual number of worked hours is set by negotiation. Students typically work around 20 to 24 hours a week. College credits are based on a range of variables including the number of contact hours. Interested students attend a college-sponsored orientation, and have access to an internship database relevant to their major. Interns are selected by competitive interview. Students work under the direction and mentorship of a GHP supervisor and are given tasks and projects directly related to their area of study. These assignments give students the chance to work as a member of a team and on their own.

Colorado School of Mines Internships and Co-ops encourage employers to take engineering students in paid internships and co-ops. Both programs expose students to a learning experience in a professional work setting. Co-ops involve 1,040 hours of student-employer contact and include writing a thesis for college credit. Internships are not tied to college credits, but employers must meet certain criteria and must post positions on the school's job/internship website, "Diggernet". Internships can be customized to meet the needs of the student and employers. GHP will consider candidates from engineering majors including civil, electrical, and mechanical. Interns are selected by competitive interview. Students work under the direction and mentorship of a GHP supervisor and are given tasks and projects directly related to the design and construction of the Great Hall. These assignments give students the chance to work as a member of a team and on their own.

Appendix C:

Emily Griffith Foundation and Technical College Letter of Collaboration

Letter of Collaboration



Denver Great Hall, LLC
Chris Butler, Executive Director
cbutler@ferrovial.com
24735 E. 75th Avenue, Suite 100
Denver, CO, 80249-6340

Emily Griffith Foundation, Inc.
Cristina Sloan, Development Officer
csloan@egfoundation.org
1860 Lincoln Street, Suite 605
Denver, Colorado 80203

February 15, 2017

Dear Cristina,

The Denver Great Hall, LLC would like to thank you, Barbara Lindsay and the Emily Griffith Foundation and Emily Griffith Technical College for your time and interest in discussing the Denver Great Hall Training Center project with us. We are very excited by the prospect of partnering with you in the development of the Denver Great Hall Training Center.

Committed to delivering relevant and effective training, The Denver Great Hall Training Center also supports and promotes the development of viable career paths and opportunities as an essential element of the project.

Our expertise in airport operations and the Emily Griffith Foundation's commitment to industry collaborations and strong history of developing educational programs seems to be a great fit for this project.

We believe the project outlined will bring the opportunity to promote the business benefits of local recruitment that will drive greater productivity, improve employee retention, provide viable career paths and make an impact on the local Denver community and the Great Hall workforce.

Appendix C:

Letter of Collaboration



We extend to the Emily Griffith Foundation and the Emily Griffith Technical College, a request to collaborate with the Denver Great Hall, LLC in support of our efforts to identify, develop and deliver relevant, effective training classes and promote viable career paths for employees working within the Denver Great Hall at Denver International Airport (DEN).

If you are willing to collaborate on this project, please sign below and forward the signed copy to my attention.

Emily Griffith Foundation and Emily Griffith Technical College
 1860 Lincoln Street, Suite 605
 Denver, Colorado 80203

Cristina Sloan, Dev. Officer, Emily Griffith Foundation

Print Name and Title

Cristina Sloan 2/17/17

Signature and Date

We look forward to working with you on this initiative

Chris Butler 2/15/17

Signature and Date

Chris Butler
 Executive Director, Denver Great Hall, LLC.

Appendix D:

Metropolitan State University Letter of Collaboration

Letter of Collaboration



Denver Great Hall, LLC
Chris Butler, Executive Director
cbutler@ferrovial.com
24735 E. 75th Avenue, Suite 100
Denver, CO 80249-6340

Metropolitan State University of Denver
Sandra D. Haynes, Ph.D., Deputy Provost
hayness@msudenver.edu
Office of Academic and Student Affairs
Denver, CO. 80217

February 8, 2017

Dear Sandra,

The Denver Great Hall, LLC would like to thank you and Metropolitan State University of Denver for your time and interest in discussing the Denver Great Hall Training Center project with us. We are very excited by the prospect of partnering with Metro State University in the development of the Denver Great Hall Training Center.

Committed to delivering relevant and effective training, The Denver Great Hall Training Center also supports and promotes the development of viable career paths and opportunities as an essential element of the project.

Our expertise in airport operations and Metro State University's commitment to industry collaborations and strong history of developing educational programs seems to be a great fit for this project.

We believe the project outlined will bring the opportunity to promote the business benefits of local recruitment that will drive greater productivity, improve employee retention, provide viable career paths and make an impact on the local Denver community and the Great Hall workforce.

Denver Great Hall LLC
24735 E. 75th Avenue, Suite 100, Denver, CO 80249-6340

Appendix D:

Letter of Collaboration



We extend to Metropolitan State University of Denver a request to collaborate with the Denver Great Hall, LLC in support of our efforts to identify, develop and deliver relevant, effective training classes and promote viable career paths for employees working within the Denver Great Hall at Denver International Airport (DEN).

If you are willing to collaborate on this project, please sign below and forward the signed copy to my attention.

**Metropolitan State University of Denver
Office of Academic and Student Affairs
Denver, CO. 80217**

Sandra Haynes, Deputy Provost

Print Name and Title

Sandra Haynes 2/13/17

Signature and Date

We look forward to working with you on this initiative

C. M. Butler 2/9/17

Signature and Date

Chris Butler
Executive Director, Denver Great Hall, LLC.

Denver Great Hall LLC
24735 E. 75th Avenue, Suite 100, Denver, CO 80249-6340

Appendix E:

Community College of Aurora Letter of Collaboration

Letter of Collaboration



Denver Great Hall, LLC
Chris Butler, Executive Director
cbutler@ferrovial.com
24735 E. 75th Avenue, Suite 100
Denver, CO. 80249

Community College of Aurora
Betsy Oudenhoven, Ph.D.
President, Community College of Aurora
16000 East Centre Tech Parkway
Aurora, Colorado 80011

April 13, 2017

Dear Dr. Oudenhoven,

The Denver Great Hall, LLC would like to thank you and Community College of Aurora for your time and interest in discussing the Denver Great Hall Training Center project with us. We are very excited by the prospect of partnering with CCA in the development of the Denver Great Hall Training Center.

Committed to delivering relevant and effective training, The Denver Great Hall Training Center also supports and promotes the development of viable career paths and opportunities as an essential element of the project.

Our expertise in airport operations and CCA's commitment to industry collaborations and strong history of developing educational programs seems to be a great fit for this project.

We believe the project outlined will bring the opportunity to promote the business benefits of local recruitment that will drive greater productivity, improve employee retention, provide viable career paths and make an impact on the local Denver community and the Great Hall workforce.

24735 E. 75th Avenue, Suite 100, Denver, CO 80249-6340

Appendix E:

Letter of Collaboration



We extend to the Community College of Aurora a request to collaborate with the Denver Great Hall, LLC in support of our efforts to identify, develop and deliver relevant, effective training classes and promote viable career paths for employees working within the Denver Great Hall at Denver International Airport (DEN).

If you are willing to collaborate on this project, please sign below and forward the signed copy to my attention.

**Community College of Aurora
16000 East Centre Tech Parkway
Aurora, Colorado 80011**

Elizabeth Oudenhoven, President

Print Name and Title

Elizabeth Oudenhoven 4/14/17

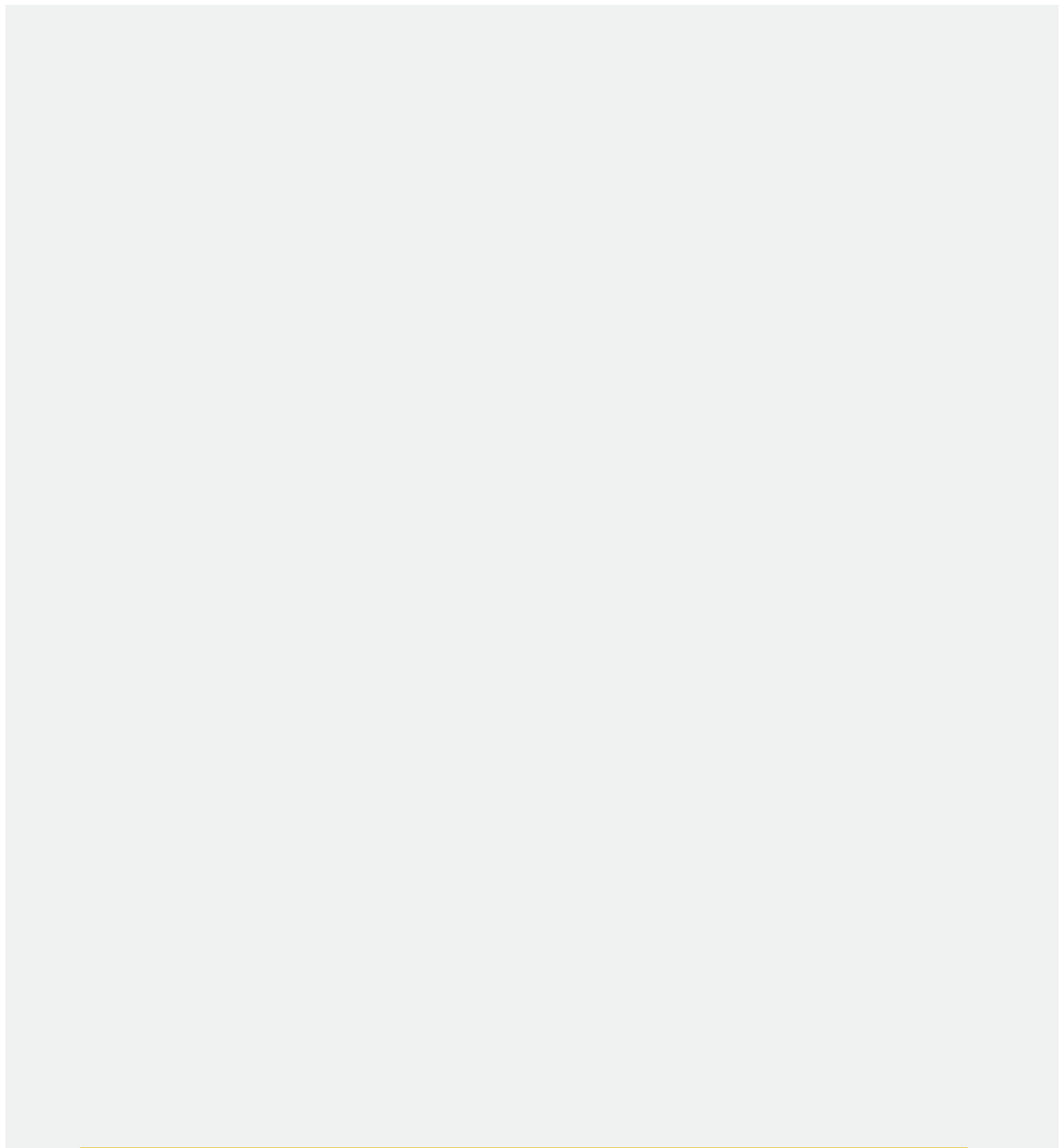
Signature and Date

We look forward to working with you on this initiative

Chris Butler 4/13/17

Signature and Date

Chris Butler
Executive Director, Denver Great Hall, LLC.



J Potential Brands

For illustrative purposes, the Developer has included a list of potential brands that may be suited for the Great Hall. Each of these brands may or may not be included in the final proposed unit roster.

Potential Food and Beverage Brands		
Asian Chao	Mod Market	Caribou Coffee
Genghis Grill	Pret a Manger	Dazbog Coffee
Manchu Wok	Yaffa's Savory-Mediterranean culinaria	Peet's Coffee and Tea
Maki of Japan	Blue Pan Pizza	Starbuck's
Panda Express	Famous Famiglia	Blackbelly Market
Wow Bao	Fat Sully's	Denver Diner
Burger King	Little Caeser's	Guard and Grace
Five Guys Burgers	Papa John's	Legal Seafood
Hopdoddy Burger Bar	SliceWorks	Mercantile Dining & Provisions
Lark Burger	Zpizza	Roaming Buffalo BBQ
McDonalds	Falafel King	Zengo
Twister's Burgers	Fel Fel Mediterranean	Avery Brewing Co.
Arby's	Garbanzo Mediterranean Grill	Brik on York
Au Bon Pain	La Tapanade	Bubbles
Brider	Chipotle	Denver Bicycle Beerhouse
Bruegger's Bagels	El Pollo Loco	Fox and Firkin Pub
Einstein's Bagels	Illegal Petes	Golden Moon Speakeasy
Firehouse Subs	Rubio's Fresh Mexican Grill	La Grand Comptoir
Subway	Taco Bell	Vino Volo
Il Porcellino	Tamales by La Casita	
La Tapanade	Argo Tea	
Mercantile Provisions	Black Eye Cap Hill	

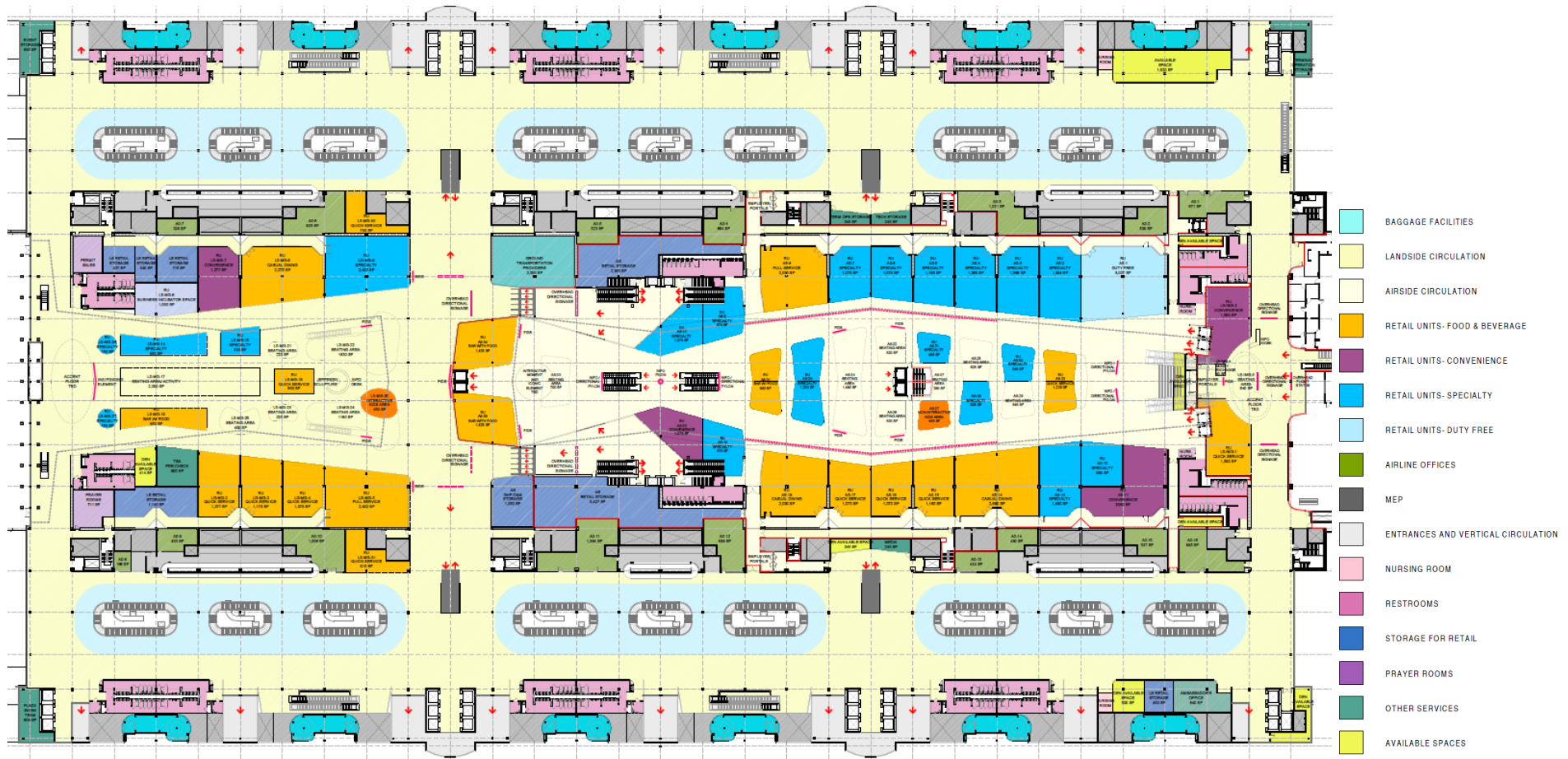
Potential Retail Brands		
Bijoux Ternier	Zoodle	Colorado Limited
Brighton	Erwin Pearl	Flight Stop
Bvlgari	Fire & Ice	Local Art Store
Furla	Fire CZ	Manglesen Images of Nature
Hollywood Cowgirl Bling	H Stern	Mosaic
Lids	Jay Feder Jewelers	Smithsonian
Oakley Eyewear	Metalsmiths	Sue Venir
Sunglass Hut	Pandora	Way Out West
Brooks Brothers	Taxco Sterling	aMassage
Calvin Klein	Caviar House	Be Relax
Hugo Boss	Enstrom's Candies	D Parture Spa
Johnston & Murphy	Lindt	Massage Bar
Overland Sheepskin Market	Napa/Berkshire Farm Market (type)	Massage Envy
Prada	Harry and David	Terminal Gateway Spa
Spruce	Roberta's Chocolates	XpressSpa
Spanx	Aillea	Bose
Tommy Hilfiger	Kiehl's	Brookstone
Creative Kidstuff	Lather	Dell Direct
Firebird Books & Toys	L'Occitane	Nest
Game Stop	Origins	Sharper Image
Kazoo & Company	The Body Shop	Simply Wireless
KidsZoo	Victoria's Secret	Tech Showcase
Mindworks	America	Touch Table
Panda Veranda	Britto	



K Concession Layout Plan

The layout in this Appendix shows the initial floor plan for the Great Hall.

Level 5



Level 6

