

CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT ("Agreement") is made effective November 11, 2024 (the "Effective Date"), by and between Steamboat Ski & Resort Corporation, a Delaware corporation, having a mailing address of 2305 Mt. Werner Circle, Steamboat Springs, CO 80487 ("SSRC"), and Cookie Boat Sweets, LLC, a Colorado limited liability company, operating under the tradename "Mary's Mountain Cookies" and having a mailing address of P.O. Box 1515, Granby, CO 80446 ("Concessionaire").

WITNESSETH:

WHEREAS, SSRC operates and manages all food and beverage services at Steamboat Ski Resort located in Steamboat Springs, Colorado (the "Facility"); and

WHEREAS, SSRC and Concessionaire desire that Concessionaire enter into this Agreement pursuant to which Concessionaire shall be granted the right to provide certain services at the Facility in accordance with the terms and conditions set forth below; and

WHEREAS, Concessionaire represents that it possesses the necessary qualifications to provide the services at the Facility as described herein.

NOW, THEREFORE, SSRC and Concessionaire agree as follows:

ARTICLE 1: CONCESSIONAIRE RIGHTS

1.1 Sale of Products; Concession Locations. SSRC grants to Concessionaire the right to conduct the sale of only those of Concessionaire's products identified on Exhibit "A", attached hereto and incorporated herein, or otherwise mutually agreed to by the parties in writing (the "Products") from locations at the Facility to be designated by SSRC on Exhibit "B" attached hereto (the "Concession Locations"). Additionally, SSRC grants to Concessionaire the non-exclusive right to use, on a short-term, intraday basis, one parking space, the location of which is further described and identified on Exhibit "C", for use by Concessionaire and Concessionaire's employees for day-to-day operations. Concessionaire shall not offer for sale any food, beverage or merchandise other than the Products. Notwithstanding the foregoing and anything contained herein to the contrary, Concessionaire shall not have the right to serve, sell or provide alcoholic beverages at the Facility. Concessionaire hereby agrees that SSRC has the right, in SSRC's sole discretion, to locate and re-locate the Concession Locations at any time during the Term.

1.2 Pricing, Packaging & Size. Before commencing the sale of the Products, Concessionaire shall submit to SSRC in writing proposed pricing, size offerings and packaging; and SSRC and Concessionaire shall meet and mutually agree on the pricing, size offerings and packaging of all Products.

1.3 Equipment; Signage; Utilities. Concessionaire shall provide, at its own cost, all equipment, serving pieces, utensils, storage containers, point of sale terminals, and all other supplies and equipment necessary for the sale of the Products. The style, size, form, content, materials and location of all signs and advertising used by Concessionaire at the Facility shall be subject to the prior written approval of SSRC. Equipment and signage shall be consistent with the theme and concept of the SSRC operation and the Facility.

Notwithstanding anything to the contrary in this Agreement, Concessionaire shall not have the right to use the Facility name or the SSRC name or any of SSRC's trademarks or service marks for any purpose by reason of this Agreement, unless Concessionaire obtains the prior written approval of SSRC, which may be withheld at SSRC's sole discretion.

During the term hereof, SSRC shall, at SSRC's expense, provide reasonable exterior lighting and electrical services for Concessionaire's operations at the Concession Locations. Concessionaire will be responsible for emptying and disposing of its trash in the dumpster located at the warehouse dock of the Facility or in another location off-site identified by SSRC.

ARTICLE 2: MAINTENANCE AND REPAIR; COMPLIANCE WITH LAWS

Concessionaire shall be solely responsible for the maintenance and repair of all equipment, supplies, vehicles and improvements, if any, in the Concession Locations used by Concessionaire. Concessionaire shall be responsible for compliance with all Federal, state and local safety and health laws and regulations with respect to its operations, including, but not limited to, hazard communication training, bloodborne pathogen training, personal protective equipment training, health illness prevention training, cut gloves and slip resistant shoes. Concessionaire shall, at its expense, obtain all permits and licenses required for the conduct of its operations hereunder. Concessionaire agrees to comply, at Concessionaire's own expense, with the provisions of all city, local, state, and federal laws, statutes, codes, ordinances, regulations and other requirements that are applicable to Concessionaire and its employees performance of services under the Agreement. Concessionaire's employees shall at all times while operating a Concession Location at the Facility pursuant to this Agreement comply with all applicable federal, state, and local laws, regulations, ordinances, codes, and policies, including, but not limited to, those of SSRC (e.g., proper food handling and alcohol service). Concessionaire shall, at its sole cost and expense, be responsible for complying with all menu labeling requirements applicable to the Concession Locations, including any requirements applicable by federal, state or local law, by SSRC policy.

ARTICLE 3: CLEANING RESPONSIBILITIES

Concessionaire shall be responsible for maintaining a high standard of service, hygiene, cleanliness and sanitation in each of the Concession Locations and the surrounding areas within a twenty-five (25) foot radius from each Concession Location. Concessionaire shall be responsible for trash and garbage removal to a designated point of central pickup. The Routt County Department of Environmental Health monitors sanitation and cleanliness within the Facility and shall have the right to inspect all Concession Locations and close down operations deemed unsanitary or in violation of basic food handling requirements. Concession Locations may be closed temporarily until remedied or, in the case of on-going violations, Concessionaire may be terminated.

ARTICLE 4: INVENTORY

Concessionaire shall be responsible for maintaining sufficient inventory of the Products to meet anticipated demand for the Products. Concessionaire shall be solely responsible for ordering and transporting the Products to and from the Concession Locations. All Products shall be of a very high quality and subject to SSRC's prior approval at all times.

SSRC shall be responsible for providing delivery drop-off/pickup location(s) adequate to meet Concessionaire's needs regarding Product inventory.

ARTICLE 5: PERSONNEL; INDEPENDENT CONTRACTOR

5.1 Concessionaire's Personnel. Concessionaire will maintain a staff of its employees on duty at the Concession Location at a level and in a manner reasonably consistent with the operating standards required by SSRC. Neither Concessionaire nor its employees are SSRC employees. Neither Concessionaire nor its employees shall represent directly or indirectly that they are employees, agents, or legal representatives of SSRC. Concessionaire agrees its employees shall not be considered SSRC's employees under any circumstances, including, but not limited to, under the Fair Labor Standards Act of 1938, the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Family and Medical Leave Act of 1993, the Employee Retirement Income Security Act of 1974, the Worker Adjustment and Retraining Notification Act, Occupational Safety and Health Act of 1970, or any other city, local, state or federal laws, statutes, codes, ordinances, regulations or constitutions or common law. Further, Concessionaire represents that it will abide by all requirements under the law as it relates to its employees, including but not limited to, the Fair Labor Standards Act of 1938, the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Family and Medical Leave Act of 1993, the Employee Retirement Income Security Act of 1974, the Worker Adjustment and Retraining Notification Act, Occupational Safety and Health Act of 1970, or any other city, local, state or federal laws, statutes, codes, ordinances, regulations or constitutions or common law. Although Concessionaire's employees are not SSRC employees, all policies and procedures set by SSRC and the Facility must be communicated by Concessionaire to its employees and must be strictly followed. Concessionaire and its management, supervisors and employees must behave in a professional manner at all times while in or around the Facility. SSRC's rules with regard to employee ingress and egress and parking must be strictly followed. No alcoholic beverages, drugs, obscene or vulgar language or disruptive behavior is permitted anywhere in the Facility including the parking lot. No smoking, eating or gum chewing is permitted in the Concession Locations or in the Facility, unless specifically permitted by SSRC. SSRC reserves the right to ban any of Concessionaire's employee(s) from the Facility, in its sole discretion. Concessionaire hereby agrees that it will inform its employees that they must abide by all applicable policies and procedures. In the event that the Concessionaire's employees fail to follow applicable policies and procedures, the Concessionaire's employee(s) will be subject to permanent removal from the Facility.

5.2 Independent Contractors. Concessionaire shall be an independent contractor of SSRC and not a joint venturer, partner, agent or employee of SSRC. Concessionaire, and not SSRC, shall be responsible for the payment of all wages, payroll taxes, fringe benefits and severance for its employees. Concessionaire shall indemnify SSRC and SSRC's shareholders, officers, directors, partners, members, employees, agents and representatives against any and all liability which may be asserted against them in connection with such employee wages, payroll taxes, fringe benefits and severance.

5.3 Representations. Concessionaire hereby warrants and represents that Concessionaire shall comply with all federal, state and local wage and hour law requirements and obligations. Concessionaire hereby warrants and represents that Concessionaire's personnel working at the

Facility are classified as Concessionaire's employees, and that Concessionaire does not classify its personnel working at the Facility as independent contractors. Concessionaire hereby warrants and represents that Concessionaire is solely responsible for the following: (i) paying Concessionaire's employees at least the applicable minimum wage for all hours worked; (ii) paying Concessionaire's employees required premiums for overtime hours, spread of hours, and split shifts where required; (iii) paying Concessionaire's employees within the time period required by applicable law; (iv) providing Concessionaire's employees with meal and rest breaks as required by applicable law; (v) withholding all applicable taxes for Concessionaire's employees; (vi) providing unemployment and workers' compensation coverage for Concessionaire's employees; (vii) keeping all required recordkeeping documents pertaining to Concessionaire's employees; (viii) properly completing all appropriate paperwork for the employment of such individuals, including, but not limited to, the I-9 form and applicable tax forms; and (ix) ensuring that no improper deductions are taken from the wages of Concessionaire's employees. SSRC retains the right to audit Concessionaire's compliance with all of the above representations.

ARTICLE 6: DATES AND HOURS OF OPERATION

SSRC shall determine, in its sole discretion, the times of day and days of the week in which the Products will be sold. Concessionaire shall conduct its operations only during such hours as shall be specified in writing by SSRC.

ARTICLE 7: PAYMENT; PAYMENT METHOD

7.1 Payment. Concessionaire shall pay SSRC: commissions equivalent to Twenty Five percent (25%) of the total food Product Net Sales (the "Commissions"). "Net Sales" shall mean all receipts received by Concessionaire from sales of the Products at the Facility, less only retail sales taxes and other direct taxes imposed upon receipts collected from consumers by Concessionaire at the Facility.

7.2 Method of Payment. Concessionaire shall deliver sales substantiation to SSRC on a weekly basis reflecting the actual sales received via a close out report. Concessionaire shall provide SSRC with said financial report detailing Net Sales and Commissions owed SSRC, within seventy-two (72) hours following the Sunday of each week. Both parties will sign the financial report, and Concessionaire will send Commission payments to SSRC no later than twenty (20) days after the financial report is signed. Concessionaire will not make any cash transactions and will adhere to such cashless sales protocols as SSRC may establish from time to time. Concessionaire shall pay, to the appropriate taxing authority, all retail sales taxes and other direct taxes imposed upon receipts collected from consumers.

7.3 Accounting and Control Procedures.

(A) To ensure that all sums received by Concessionaire are delivered to SSRC as required under this Agreement, Concessionaire shall utilize in its operations at the Facility such inventory controls as are required by SSRC and any such other procedures established by SSRC from time-to-time. Concessionaire shall maintain accurate books and records in connection with its operations hereunder and shall maintain such records for a period of at least three (3) years, which books and records shall be available for SSRC inspection during regular business hours.

(B) SSRC shall have the right to inventory all Products supplied by Concessionaire to assist in accurately determining the gross revenue earned by Concessionaire. SSRC must verify all opening and closing inventory levels for each Concession Location, including all storage locations, on a daily basis with no exceptions permitted. Concessionaire must supply enough Product to maximize revenue and Net Sales for each day. Concessionaire is responsible for maintaining a secure and sanitary storage location, if necessary.

(C) Inventory and control procedures are maintained by packaging and/or item counts. Packaging must be consistent with this process and allow inventory counts of packaging or product.

(D) For avoidance of doubt, SSRC reserves the absolute right at all times prior to, during and after each event to inspect Concessionaire's points of sale, to audit all cash control systems and Concessionaire's books pertaining to the Product, to be present during Product inventory, to count Product inventory, to observe live transactions between Concessionaire and event patrons, to purchase from Concessionaire under secret shopper operations, and to monitor Product usage, and Concessionaire shall use commercially reasonable efforts to cooperate with SSRC with regard to such inspections, inventories, observations, purchases and other procedures.

ARTICLE 8: REIMBURSEMENT OF ADDITIONAL SUMS

If SSRC has paid any sums or has incurred any expense for which Concessionaire agreed to pay or reimburse SSRC, or if SSRC is required to pay any sums or incurs any expense arising from this Agreement or arising from the failure or neglect of Concessionaire to perform or fulfill any of the terms or conditions of this Agreement, such amounts shall be deemed additional payments due hereunder; and Concessionaire shall reimburse SSRC for, or SSRC may retain, the amount(s) thereof within ten (10) days following such demand(s).

ARTICLE 9: INSURANCE; INDEMNIFICATION

9.1 Insurance: Concessionaire shall procure, and shall maintain in full force and effect at all times during the Term of this Agreement, insurance against risks as is customarily carried with respect to properties similar to the Facility, paying as the same become due all premiums thereof, including, without limitation:

(A) Workers' Compensation (statutory limits), including Employers' Liability for limits not less than \$500,000.00 each accident, \$500,000.00 disease-policy limit, and \$500,000.00 disease-each employee. Concessionaire shall include a waiver of the insurer's right to recovery or subrogation against SSRC.

(B) Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate. The each occurrence limit and annual aggregate limit may be satisfied by using a combination of primary and umbrella (excess) insurance coverages. Such insurance shall include coverage for products-completed operations liability, personal injury, property damage and bodily

injury liability. Coverage shall be primary and non-contributory to other insurance available to SSRC and shall include a waiver of the insurer's right to recovery or subrogation against SSRC.

(C) Business Automobile Liability coverage with a combined single limit of not less than \$1,000,000. The combined single limit may be satisfied by using a combination of primary and umbrella (excess) insurance coverages. Coverage shall be primary and non-contributory to other insurance available to SSRC and shall include a waiver of the insurer's right to recovery or subrogation against SSRC.

(D) The following entities are to be named as additional insured with respect to Employers' Liability coverage, Commercial General Liability coverage, and Business Automobile coverage, if applicable:

SSRC, Alterra Mountain Company, the U.S. Forest Service, and all of their respective affiliates and all officers, directors, shareholders, members, employees, agents, contractors and volunteers.

(E) Upon execution of this Agreement, Concessionaire shall deliver a Certificate of Insurance to SSRC evidencing the required insurance coverages. Further, Concessionaire shall deliver to SSRC a new Certificate of Insurance whenever a previous policy period expires during the Term. Each policy shall require that thirty (30) days prior to the cancellation or non-payment of the policy, written notice is provided to SSRC.

9.2 Indemnification. To the fullest extent permitted by law, Concessionaire hereby agrees to indemnify, defend, protect and forever hold harmless SSRC, Alterra Mountain Company, the U.S. Forest Service, and each of these entities' respective partners, affiliates, shareholders, directors, officers, employees, agents, contractors, attorneys, successors, assigns and each of its and their respective partners, shareholders, directors, officers, employees, agents and representatives (collectively, the "SSRC's Indemnitees"), from and against any and all acts, claims, liabilities, demands, litigation, actions, lawsuits and other proceedings, judgments, awards, taxes, costs, damages, losses, penalties, fines, fees and expenses (including, but not limited to, attorneys' fees, paraprofessional fees and court-related costs) and liabilities, of whatever kind or nature, in law, equity or otherwise, whether known or unknown, arising by reason of, or in any way related to, whether or not it is claimed or found to be resulting in whole or in part from negligence by SSRC or SSRC's agents or employees: (i) Concessionaire's activities or services at the Facility, (ii) any condition in or upon or any occurrences in or upon any Concession Locations, (iii) damage to any property or persons (including, but not limited to, injury or death) arising by reason of any of the foregoing, (iv) Concessionaire's employees, including, but not limited to, claims, liabilities, demands, litigation, actions, lawsuits and other proceedings, judgments, awards, taxes, costs, losses, penalties, fees and expenses (including, but not limited to, attorneys' fees) and liabilities, arising by reason of, or in any way related to, the Fair Labor Standards Act of 1938, the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Family and Medical Leave Act of 1993, the Employee Retirement Income Security Act of 1974, the Worker Adjustment and Retraining Notification Act, Occupational Safety and Health Act of 1970, or any other city, local, state or federal laws, statutes, codes, ordinances, regulations, or constitution, or common law, and (v) any and all tax liability arising from

the Concessionaire's activities at the Facility, including, but not limited to, all retail sales taxes and other direct taxes imposed upon receipts collected from consumers or imposed on the Commissions payable to SSRC. Paul Klees, who is the sole or majority owner of Concessionaire (the "Owner") personally guarantees this indemnification provision and any and all payments to be made pursuant to it as fully set forth on the signature page below.

ARTICLE 10: TERM

The term of this Agreement (the "Term") shall commence on November 11, 2024 and shall terminate on May 1, 2025. Notwithstanding the foregoing, if SSRC announces that a season will be cancelled or that the public will be prohibited from attending the Facility, then the Term of this Agreement will terminate effective upon the same effective date as stated in the announcement, without any liability on the part of SSRC.

ARTICLE 11: TERMINATION

11.1 Termination by SSRC. SSRC may, in its sole discretion, terminate this Agreement prior to the expiration of the Term by giving five (5) days' advance written notice to Concessionaire. SSRC may terminate this Agreement for no reason or any reason, which may include, but shall not be limited to, selling of unauthorized items, incorrect prices being charged, refilling of chargeable inventoried Products, Products being sold without their agreed upon chargeable inventoried item, selling from unauthorized locations, failure to record up sales in register, delivering Product to Concession Locations without SSRC's verification, inadequate staffing levels, poor customer service, unacceptable behavior of staff, lack of clean uniforms, poor hygiene, cleanliness and sanitation, failure to provide or maintain attractive and functional equipment, poor product handling, failure to serve and/or store all Products at the appropriate temperature, general customer dissatisfaction, failure to comply with SSRC and/or Facility rules and regulations, Facility requirements, including limited attendance, and the overall Product quality and service provided. Concessionaire shall permit SSRC to monitor the quality and control level of services provided by Concessionaire. If SSRC determines that any aspect of Concessionaire's services do not meet SSRC's quality or service standards, SSRC shall be entitled to immediately terminate this Agreement.

11.2 Termination by Concessionaire. If Concessionaire in good faith believes that SSRC has materially breached this Agreement, Concessionaire shall provide written notice of the breach to SSRC specifying in detail the nature of the breach (the "Notice"). Promptly after receipt of the Notice, the Concessionaire and the Director of Operations at the Facility shall meet in person to discuss the claims and possible resolutions. SSRC shall have thirty (30) days from such meeting to cure, commence a cure, or remedy to completion as soon as is reasonably possible thereafter.

11.3 Notices. All notices required by the terms of this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, or by traceable overnight courier service to the addresses set forth below, or by email with confirmation of receipt, or to such other address as SSRC may designate in writing:

If to SSRC:	Steamboat Ski & Resort Corporation Attn: Vice President Food & Beverage 2305 Mt. Werner Circle Steamboat Springs, Colorado 80487
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Email: mfriery@steamboat.com

With a copy to: Alterra Mountain Company
3501 Wazee Street, Suite 400
Denver, Colorado 80216
Attn: Chief Legal & Social Responsibility Officer
Email: legal@alterramtnco.com

If to Concessionaire: Cookie Boat Sweets, LLC dba Mary's Mountain Cookies
P.O. Box 1515
Granby, CO 80446
Attn: Paul Henry Klees, Managing Member
Email: skolcapital@outlook.com

ARTICLE 12: ASSIGNMENT

This Agreement shall not be assigned by Concessionaire without the prior written consent of SSRC, which consent may be withheld in SSRC's sole discretion.

ARTICLE 13: NO GUARANTEES; LIMITATION OF LIABILITY

13.1 No Guarantees. Concessionaire acknowledges that SSRC has made no guarantees with respect to the number of events or the level of revenue or profitability of the events at which Concessionaire shall provide its services. In no event shall SSRC have any liability to Concessionaire for the cancellation of any event at the Facility.

13.2 Limitation of Liability. Concessionaire hereby agrees that in all events, regardless of the nature of the claim or dispute, the maximum liability that SSRC shall have to Concessionaire under this Agreement, shall be limited to the total Commissions paid to SSRC in a single calendar year. Notwithstanding anything in this Agreement to the contrary, Concessionaire shall not be entitled to seek, claim or collect damages in excess of the actual and direct damages actually incurred or sustained as a result of a breach or violation of this Agreement. Accordingly, Concessionaire hereby expressly waives any right to seek, claim or collect any punitive, indirect, special, speculative or consequential damages in connection with, or related to, a breach or violation of this or any other agreement entered into between the parties (or their respective affiliated or related entities) to this Agreement.

ARTICLE 14: NON-SOLICITATION

Concessionaire hereby expressly agrees that, during the Term (including any extensions thereof) and for a period of twenty four (24) months following either the expiration or earlier termination of this Agreement, none of Concessionaire, nor any other food or beverage service operator or concessionaire providing food and beverages in, to or for any areas of the Concession Locations or the Facility, nor any of their respective affiliates, related entities or individuals shall directly or indirectly solicit, hire, offer to hire or employ any former or current salaried or management-level employee of SSRC (including, but not limited to, SSRC's current or former general manager, chefs, sous chefs and the managers of the various areas of the Foodservice Facilities) to work in or in connection with the Concession Locations, the Facility or at any other location, as a

consultant, employee, independent contractor or otherwise in any other capacity, without SSRC's prior written approval, which approval can be granted or denied in SSRC's sole and absolute discretion.

ARTICLE 15: CONFIDENTIALITY

This Agreement and all information contained in this Agreement and otherwise relating to this Agreement is confidential and proprietary to SSRC and is solely for the internal use of the parties hereto. Concessionaire will not disclose any information, not already known to the public, regarding SSRC, and/or any other confidential information it receives during the term of this Agreement and for a period of 5 years thereafter.

ARTICLE 16: ENTIRE AGREEMENT

This Agreement represents the entire agreement between SSRC and Concessionaire. The terms and conditions of this Agreement supersede all prior negotiations, representations, or agreements, either written or oral. Business conditions may occasionally dictate modifications to the specific terms of this Agreement; however, no changes shall be binding on the parties unless reduced to writing and signed by SSRC and Concessionaire.

ARTICLE 17: GOVERNING LAW AND FORUM

This Agreement shall be governed by, construed and enforced, in accordance with the laws of the State of Colorado without regard to conflict of law principles. The parties agree that any and all disputes, controversies, or claims of whatever nature arising out of or relating to this Agreement or breach thereof shall be only resolved by a state or federal court in the State of Colorado, and the parties hereby consent to the exclusive jurisdiction of such courts in any action or proceeding arising under or brought to challenge, enforce, or interpret any of the terms of this Agreement.

ARTICLE 18: AUTHORITY TO ENTER INTO AGREEMENT

Each of the parties to this Agreement hereby represents and warrants to the other that it is duly authorized and empowered to execute, deliver and perform this Agreement and that such action does not conflict with or violate any provision of law, regulation, policy, contract or other instrument to which it is a party or by which it is bound and that this Agreement constitutes a valid and binding obligation of it enforceable in accordance with its terms.

ARTICLE 19: NON-DISCRIMINATION

Each party shall not discriminate by segregation or otherwise against any person on the basis of race, color, religion, sex, sexual orientation or national origin by curtailing or refusing to furnish accommodations, facilities, services or use privileges offered to the public generally. Each party shall fully comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act and will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin.

ARTICLE 20: FORCE MAJEURE

A delay in or failure of performance under or related to this Agreement by SSRC shall not constitute a default or breach, nor shall SSRC be liable to Concessionaire for loss or damage under or related to this Agreement, if and to the extent that such delay, failure, loss, or damage is caused by an occurrence beyond the reasonable control of SSRC, its agents, employees, contractors, subcontractors, and consultants, including, but not limited to, acts of God or the public enemy, expropriation or confiscation of facilities, compliance with any order or request of any governmental authority or person purporting to act therefor, acts of declared or undeclared war, weapon of war employing atomic fission or radioactive force, whether in the time of peace or war, public disorders, rebellion, sabotage, revolution, earthquakes, tornadoes, floods, riots, strikes, labor or employment difficulties, delays in transportation, national emergencies, epidemics, pandemics (including, but not limited to, the COVID-19 pandemic and all related stay-at-home, shelter-in-place, and social distancing orders and directives), or any other causes, whether direct or indirect, and whether or not of the same class or kind as those specifically above named, not within the reasonable control of SSRC, its agents, employees, contractors, subcontractors, and consultants, and which by the exercise of reasonable diligence SSRC is unable to prevent. SSRC will not be entitled to the benefits of this section unless it gives reasonably prompt written notice to Concessionaire of the existence of any event, occurrence, or condition which it believes permits a delay in or an excuse of the performance of its obligations pursuant to this section; provided, however, if Concessionaire is already aware of such event, occurrence, or condition, no such written notice shall be required. Concessionaire and SSRC, each, acknowledge and agree that the COVID-19 pandemic, the related stay-at-home, shelter-in-place, and social distancing orders and directives, collectively constitute an event of force majeure under this section, and that none of the entities were required to provide notice of such event of force majeure to the other entities. Concessionaire and SSRC shall work in good faith to address and mitigate the effects of such event of force majeure and to commence performance under and related to this Agreement as soon as reasonably practical.

(Remainder of page intentionally left blank. Signature page follows.)

IN WITNESS WHEREOF, the parties have caused this Concession Agreement to be signed by their duly authorized representatives on the Effective Date.

Steamboat Ski & Resort Corporation
a Delaware corporation

Signature: Dave Hunter
Dave Hunter (Nov 18, 2024 17:37 MST)

Printed Name: Dave Hunter

Title: President & COO

Cookie Boat Sweets, LLC
a Colorado limited liability company

Signature: Paul Klees
Paul Henry Klees, Managing Member

Owner

Signature: Paul Klees
Paul Klees, Owner of Cookie Boat Sweets, LLC

EXHIBIT "A"

Concessionaire's Products

Mary's Mountain Cookies – Steamboat Square Gondola Menu:

5-ounce Cookie Pricing:

\$5.50/Traditional

\$6.00/Specialty

\$6.00/Gluten Free

Additional Items for Sale:

Hot Chocolate – \$5.50

Edible Cookie Dough – \$5.50

Coffee – \$5.50

Hot Cider – \$5.50

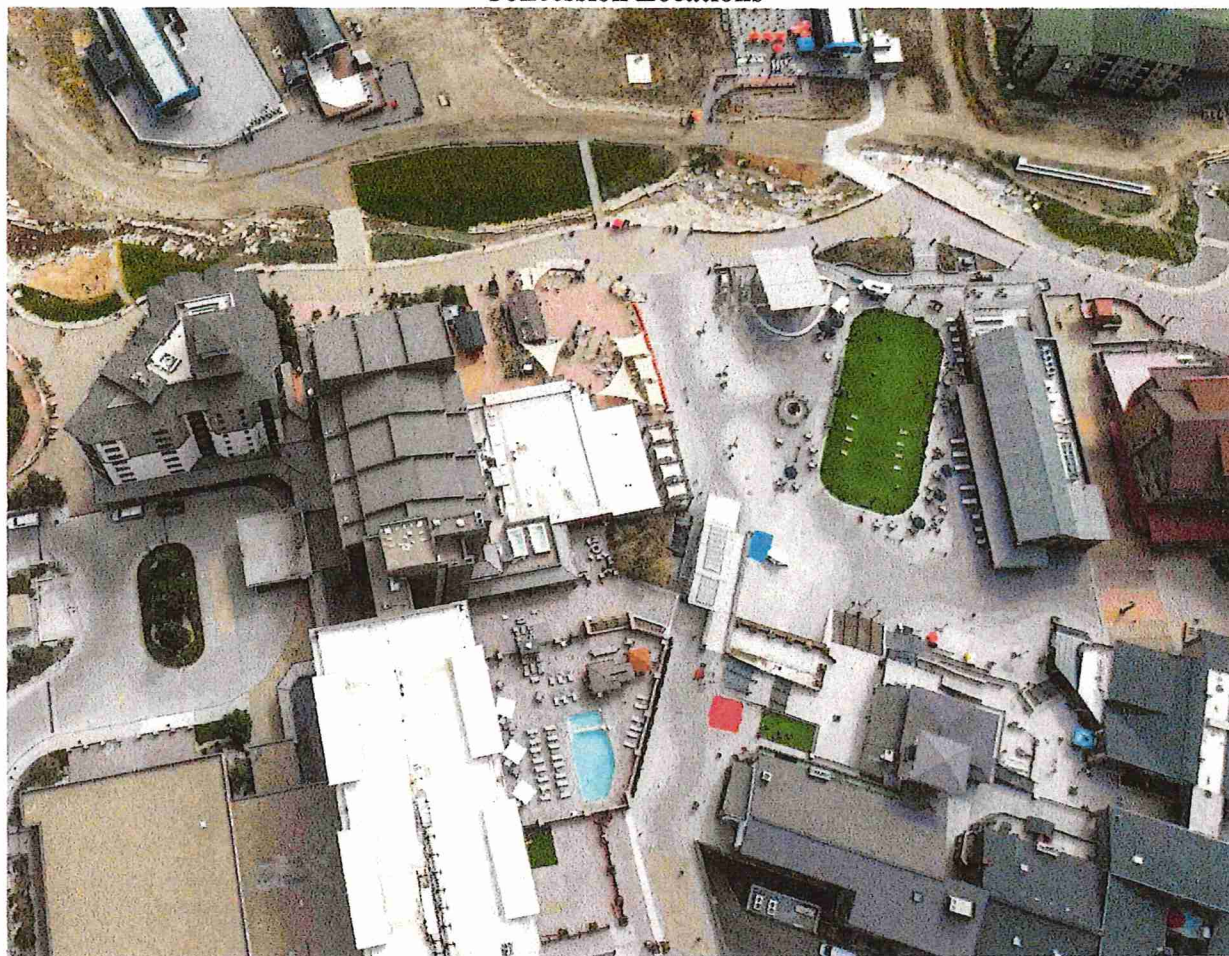
Water - \$7.50

Soda - \$5.50

Any other items would need approval by SSRC

EXHIBIT "B"

Concession Locations



Cookie Gondola Location - Highlighted in Red:

- Top of the escalators

Possible Future Cookie Gondola Location – Highlighted in Blue:

- B-Zone – base of the escalators – other activations in place prior to this agreement are already set for this area

EXHIBIT "C"

Parking Space Location

30-minute parking available in the gondola square parking structure
Anything pass 30 minutes will be charged

OR

Upper Knoll lot parking
Free parking – first come, first served

OR

Meadows lot parking
Free parking – first come, first served







20241119031808271 (002)

Final Audit Report

2024-11-19

Created:	2024-11-19
By:	Leslie Gibson (lgibson@steamboat.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVXCLxJcDKgjuG8Se73uwJ4FuXbQBYU5m

"20241119031808271 (002)" History

-  Document created by Leslie Gibson (lgibson@steamboat.com)
2024-11-19 - 0:16:10 AM GMT
-  Document emailed to dhunter@steamboat.com for signature
2024-11-19 - 0:16:16 AM GMT
-  Email viewed by dhunter@steamboat.com
2024-11-19 - 0:35:16 AM GMT
-  Signer dhunter@steamboat.com entered name at signing as Dave Hunter
2024-11-19 - 0:37:39 AM GMT
-  Document e-signed by Dave Hunter (dhunter@steamboat.com)
Signature Date: 2024-11-19 - 0:37:41 AM GMT - Time Source: server
-  Agreement completed.
2024-11-19 - 0:37:41 AM GMT