

**FOOD AND BEVERAGE OPERATIONS AND SERVICES AGREEMENT BETWEEN
THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN
GOVERNMENT OF NASHVILLE AND
VOLUME SERVICES, INC. d/b/a CENTERPLATE**

This contract, effective as of the 26th day of December, 2012 ("Effective Date"), is by and between **THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** (the "Convention Center Authority") and **VOLUME SERVICES, INC. d/b/a CENTERPLATE** ("Contractor"), a Delaware corporation registered to do business under the laws of Tennessee. (The Convention Center Authority and the Contractor are collectively referred to herein as the "Parties").

This contract consists of the following documents (incorporated by reference):

- This contract document and attached affidavit and exhibits;
- The solicitation documentation, including Request for Proposal #12.609 ("RFP");
- Contractor's response to solicitation and RFP, including its Staffing Plan, Communications Plan, and Operational Plan;
- Procurement Nondiscrimination Program forms; and
- Certificate(s) of Insurance.

In the event of conflicting provisions, all documents shall be construed in the order of priority listed above (with the first to be controlling).

WITNESSETH

WHEREAS, the Convention Center Authority has undertaken the construction of a new convention center, to be located at 201 Fifth Avenue, South, Nashville, Tennessee 37203, including approximately 353,000 square feet of exhibition space, approximately 75,000 square feet of ballroom space (consisting of a 57,500 square foot grand ballroom and an 17,900 square foot junior ballroom), 60 meeting rooms with approximately 102,000 square feet in total, over 145,000 square feet of pre-function space, two outdoor terrace areas (one on 5th Avenue with 19,000 square feet of space and the other at the corner of 8th Avenue and Demonbreun with over 16,500 square feet of space), 31 loading docks, and approximately 2,200 square feet of retail space ("Music City Center"), to be owned and operated by the Convention Center Authority;

WHEREAS, pursuant to its procurement policy, the Convention Center Authority used the competitive sealed bidding method to issue the RFP for food and beverage services for the Music City Center;

WHEREAS, Contractor is in the business of providing food and beverage services for convention centers and/or other public gathering places and, as a result, responded to the RFP;

WHEREAS, the Convention Center Authority has determined that it is in its best interests to request that Contractor provide certain food and beverage services for the Music City Center, as further set forth herein;

THEREFORE, in consideration of the duties, covenants and obligations of the other hereunder, and for other good and valuable consideration, the Convention Center Authority and Contractor hereby agree as follows:

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide high-quality food and beverage services, operations and management for the Music City Center to include, without limitation, the exclusive rights to all food and beverage services, all catering and banquet services, operation of all mobile and fixed concession stands, retail locations and off-site catering. Contractor agrees that throughout the term of this contract to adhere to the duties, responsibilities and standards, including without limitation, those addressing personnel and staffing, products and prices, maintenance, and accounting, set forth on Exhibit A (Contractor Responsibilities).
2. **Term.**
 - 2.1. The term of this contract shall be sixty (60) months from the opening of the Music City Center, estimated to be on or about May 1, 2013, unless sooner terminated as set forth herein. The opening of the Music City Center shall be the date on which the Music City Center is open to the general public (the "Commencement Date").
 - 2.2. This contract may be extended by contract amendment. The option to extend shall be exercised by and in the discretion of the Convention Center Authority. In no event shall the term of this contract, including extensions, exceed thirty-six (36) months from the end of the initial term.
3. **Compensation.**
 - 3.1. The Contractor shall be compensated in the manner set forth on Exhibit B (Compensation). There will be no other charges or fees for the performance of this contract.
 - 3.2. The Contractor agrees to make the Capital Investment in the amount and pursuant to the conditions and terms as set forth on Exhibit C (Capital Investment).
4. **Taxes.** The Convention Center Authority shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to the Convention Center Authority.
5. **Copyright, Trademark, Service Mark, or Patent Infringement.**
 - 5.1. Contractor shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against the Convention Center Authority to the extent that it is based on a claim that the products or services furnished by Contractor infringe a copyright, trademark, service mark, or patent. Contractor shall further indemnify and hold harmless the Convention Center Authority against any award of damages and costs made against the Convention Center Authority by a final judgment of a court of last resort in any such suit. The Convention Center Authority shall provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable Contractor to do so. No costs or expenses

shall be incurred for the account of Contractor without its written consent. The Convention Center Authority reserves the right to participate in the defense of any such action. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon the Convention Center Authority unless approved by the Convention Center Authority.

5.2. If the products or services furnished under this contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:

5.2.1. Procure for the Convention Center Authority the right to continue using the products or services.

5.2.2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the Convention Center Authority, so that they become non-infringing.

5.2.3. Remove the products or discontinue the services and cancel any future charges pertaining thereto.

5.2.4. Provided, however, that Contractor will not exercise option 5.2.3. until Contractor and the Convention Center Authority have determined that options 5.2.1. and 5.2.2. are impractical.

5.3. Contractor shall have no liability to the Convention Center Authority, however, if any such infringement or claim thereof is based upon or arises out of:

5.3.1. The use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor.

5.3.2. The use of the products or services in a manner for which the products or services were neither designated nor contemplated.

5.3.3. The claimed infringement in which the Convention Center Authority has any direct or indirect interest by license or otherwise, separate from that granted herein.

6. Termination.

6.1. Breach. Should either party fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, the non-defaulting party shall have the right to immediately terminate this contract if the defaulting party does not cure such breach within thirty (30) days of the date it receives written notice reasonably specifying such breach. Such termination shall not relieve the defaulting party of any liability to the non-defaulting party for damages sustained by virtue of any breach by the defaulting party.

6.2. Notice. The Convention Center Authority may terminate this contract at any time upon ninety (90) days written notice to Contractor. Should the Convention Center Authority

terminate this contract, Contractor shall immediately cease work and deliver to the Convention Center Authority, within ninety (90) days, all completed or partially completed satisfactory work, and the Convention Center Authority shall determine and pay to Contractor the amount due for satisfactory work and a reimbursement for the unamortized Capital Investment as set forth in Exhibit C.

7. **Maintenance of Records.**

- 7.1. Contractor shall maintain documentation and supporting materials for all charges against the Convention Center Authority. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the Convention Center Authority or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this section is a material breach of this contract.
 - 7.2. Contractor shall retain exclusive rights to all Work Product in connection with its services under this contract. "Work Product" as used in this contract means any development, design, invention or process, in any form or medium, including hardware, software, documents, machines, devices, or other materials, which Contractor, alone or with others, creates, produces, performs, develops, or conceives during the term and which reasonably relates to food services, including all copyrights, patents, trademarks, trade secrets, know-how, and other proprietary rights arising therefrom or relating thereto.
8. **Monitoring.** The Contractor's activities conducted and records maintained pursuant to this contract shall be subject to monitoring and evaluation by the Convention Center Authority or their duly appointed representatives, including the Metropolitan Government Department of Finance and Division of Internal Audit.
9. **Convention Center Authority Property.** Any Convention Center Authority property, including but not limited to books, records and equipment that is in Contractor's possession shall be maintained by Contractor in good condition and repair, and shall be returned to the Convention Center Authority by Contractor upon termination of this contract including:
- 9.1. All other documents furnished by the Convention Center Authority; and
 - 9.2. All conceptual drawings, design documents, closeout documents, and other submittals by Contractor.

The Contractor may keep one (1) copy of the aforementioned documents upon completion of this contract; provided, however, that in no event shall the Contractor use, or permit to be used, any portion of the documents on other projects without the Convention Center Authority's prior written authorization

10. **Modification of Contract.** This contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with the Convention Center Authority's Procurement Policy or, as applicable, section 4.24.020 of the Metropolitan Code of Laws.
11. **Partnership/Joint Venture.** This contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this section. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this Contract.
12. **Waiver.** No waiver of any provision of this contract shall affect the right of any party to enforce such provision or to exercise any right or remedy available to it.
13. **Employment and Nondiscrimination.** It is the policy of Convention Center Authority that any person furnishing supplies or services to Convention Center Authority, and to which any funds of Convention Center Authority are expended, shall establish equal employment opportunities for all individuals so that no individual shall be excluded from employment by such person because of race, creed, color, national origin, age or sex, and to ensure compliance with all applicable laws concerning the employment of individuals with disabilities, including the posting of any applicable, legally-required notices. With regard to all aspects of this contract, Contractor certifies and warrants that it shall not subscribe to any personnel policy which permits or allows the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age or sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.
14. **Assistance to Small, Minority-Owned and Women-Owned Business Enterprises and Procurement Nondiscrimination Program Requirements.**
 - 14.1. Contractor agrees to manage and produce a successful diversified business enterprise result and to assist small, minority-owned, and women-owned business enterprises with respect to their doing business with the Contractor, pursuant to the Convention Center Authority's Procurement Nondiscrimination Program and the procedures adopted from time to time by the Convention Center Authority. Accordingly, Contractor commits to spend a minimum of twenty-five percent (25%) of its Direct Operating Costs with small, minority-owned, and women-owned business enterprises as approved and certified by the Convention Center Authority or other agreed organizations that certify such business enterprises, such approval and certification not to be unreasonably withheld, conditioned or delayed and, to the extent possible, shall be expedited. Contractor agrees to meet with and provide written reports to designated representatives of the Convention Center Authority on a regular basis regarding its commitments in and ongoing compliance with this section and its obligations hereunder.
 - 14.2. The consideration and contact of minority-owned and/or woman-owned business enterprises ("MWBE") is required for a responsive offer to any solicitation.
 - 14.3. The provision of the following items shall be part of each individual solicitation response:

14.3.1. Covenant of Nondiscrimination

Contractor has committed to the Covenant of Nondiscrimination when registering with the Metropolitan Government and/or Convention Center Authority to do business. To review this document, go to Nashville.gov and visit the Procurement or Business Assistance web pages (it is NOT necessary to resubmit this with each bid/proposal/contract).

14.3.2. Statement of Interested, Notified, Bid Amount, and Successful MWBEs Selected

Contractor must provide the provided form indicating that Contractor has delivered written notice to at least three (3) available MWBEs if use of MWBEs is reasonable and if the Business Assistance Office can provide at least three (3) MWBEs for the applicable category. The interested, notified, successful and unsuccessful bid prices are one of several responses required on the form.

14.3.3. Letter of Intent to Perform as a Subcontractor/Joint Venture

In the event that Contractor proposes to use subcontractors, sub-consultants, suppliers and/or joint ventures, a letter of intent signed by both the contractor, subcontractor, sub-consultant, supplier, and/or joint venturer must be submitted to the Convention Center Authority by the end of the second business day following issuance of the intent to award letter. Only subcontractors listed in the submittal for each individual solicitation offer may be employed for that work, unless otherwise agreed to in writing by the Convention Center Authority. Substitute subcontractors may only be used with prior notice and written approval from the Convention Center Authority and the Business Assistance Office (“BAO”).” Gross revenues generated by and/or paid to the MWBEs shall be counted towards the twenty-five percent (25%) of Direct Operating Costs compliance standard as set forth in Section 14.1.

14.3.4. Registration and Certification

To be considered for the purpose of being responsive, the subcontractor, sub-consultant, supplier and/or joint venturer must be registered online with the Convention Center Authority by the individual solicitation due date.

15. **Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws and regulations.

16. **Taxes and Licensure.** As, in part, set forth on Exhibit D (Affidavit), Contractor shall have all applicable licenses and be current on its payment of all applicable taxes, including gross receipts and personal property taxes.

17. **Contingent Fees.** Contractor hereby represents that Contractor has not been retained or retained any persons to solicit or secure a Convention Center Authority contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee,

except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this section is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Convention Center Authority contracts.

18. **Gratuities and Kickbacks.** It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this section is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Convention Center Authority contracts.

19. **Americans with Disabilities Act (ADA).** Contractor assures the Convention Center Authority that all services provided through this contract shall be completed in full compliance with the Americans with Disabilities Act ("ADA") and Architectural and Transportation Barriers Compliance Board, Federal Register 36 CFR Parts 1190 and 1191, Accessibility Guidelines for Buildings and Music City Center; Architectural Barriers Act (ABA) Accessibility Guidelines; proposed rule, published in the Federal Register on July 23, 2004. Contractor will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

20. **Insurance.** During the term of this contract, for any and all awards, Contractor shall, at its sole expense, obtain and maintain in full force and effect for the duration of this contract, including any extension, the types and amounts of insurance identified below. Proof of insurance, attached as Exhibit E (Insurance Policies and/or Proof of Insurance) shall be required naming the Convention Center Authority as an additional insured.
 - 20.1. Commercial General Liability Insurance in the amount of two million dollars (\$2,000,000.00) each occurrence/aggregate.

 - 20.2. Umbrella or Excess Liability Insurance in the amount of ten million dollars (\$10,000,000.00) above the Commercial General Liability, Liquor Legal Liability, Automobile Liability policies and the Employers' Liability portion of the Workers' Compensation policy.

- 20.3. Employment Practices Insurance in the amount of five million dollars (\$5,000,000.00).
- 20.4. Liquor Legal Liability Insurance in the amount of one million dollars (\$1,000,000.00).
- 20.5. Automobile Liability Insurance in the amount one million dollars (\$1,000,000.00) each accident.
- 20.6. Worker's Compensation Insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars each Accident and one hundred thousand (\$100,000.00) each employee/five hundred thousand (\$500,000.00) policy limit for disease, as required by the laws of Tennessee.
- 20.7. Such insurance shall:
 - 20.7.1. Contain or be endorsed to contain a provision that includes the Convention Center Authority, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.
 - 20.7.2. For any claims related to this contract, Contractor's insurance coverage shall be primary insurance as respects the Convention Center Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering the Convention Center Authority, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
 - 20.7.3. Automotive Liability Insurance including vehicles owned, hired, and non-owned shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the Convention Center Authority, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.
 - 20.7.4. Contractor shall maintain Workers' Compensation Insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work.
 - 20.7.5. Contractor shall:
 - 20.7.5.1. Prior to commencement of services, furnish the Convention Center Authority with original certificates and amendatory

endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on thirty (30) days' prior written notice to:

Executive Director
Convention Center Authority for the Government of
Nashville and Davidson County
201 Fifth Avenue South
Nashville, TN 37203

- 20.7.5.2. Provide certified copies of endorsements and policies if requested by the Convention Center Authority in lieu of or in addition to certificates of insurance.
- 20.7.5.3. Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.
- 20.7.5.4. Maintain such insurance from the time services commence until services are completed and attach the certificates of insurance in the Convention Center Authority system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the Convention Center Authority as a material breach of this contract.
- 20.7.5.5. Place such insurance with insurer licensed to do business in Tennessee and having A.M.Best Company ratings of no less than A-, Financial Size X. Modification of this standard may be considered upon appeal to the Convention Center Authority or the Metropolitan Government's Director of Risk Management Services.
- 20.7.5.6. Require all subcontractors to maintain during the term of this contract Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor and adequate levels of other insurance. Contractor shall file subcontractor's certificates of insurance in the Convention Center Authority's system. Notwithstanding such, nothing herein shall relieve Contractor of its insurance responsibilities or indemnity obligations.
- 20.7.5.7. Any deductibles and/or self-insured retentions greater than \$500,000.00 must be disclosed to and approved by the Convention Center Authority prior to the commencement of services. Any policy of insurance that either specifies self-insurance or self-insurance retention or that is maintained by Contractor pursuant to excess liability shall contain a provision to the effect that the insolvency or bankruptcy of the insured

shall not relieve the insurance company of any obligation under the policy.

20.7.5.8. If the Contractor has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

21. Indemnification and Hold Harmless.

21.1. Contractor shall indemnify and hold harmless the Convention Center Authority, its officials, officers, agents and employees from any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligence of Contractor, its officers, employees and/or agents, including its subcontractors, sub-consultants or independent contractors, arising out of any negligent act or omission directly related to the performance of this contract, and, any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors, sub-consultants or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

21.2. The Convention Center Authority will not indemnify, defend or hold harmless in any fashion the Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that the Contractor may provide.

22. Assignment (Consent Required) and Change of Control.

22.1. The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this contract, neither this contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of the Convention Center Authority, such consent not to be unreasonably withheld. Any such assignment or transfer shall not release Contractor from its obligations hereunder.

22.2. A Change in Ownership shall be deemed an assignment. A "Change in Ownership" shall be defined as any change of ownership by way of merger, sale, share transfer or other method that results in (i) a change of more than fifty percent (50%) of the ownership of Contractor or a sale, transfer or assignment of a material portion of Contractor's assets attributable to fifty (50%) percent or more of Contractor's gross profit (for the 12 month period prior to the date of such sale or transfer) and (ii) a material change in Contractor's executive management within one (1) year as a result of such change in ownership.

23. **Entire Contract.** Subject to the introductory paragraph herein, this contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

24. **Force Majeure.** If either party shall be prevented or delayed from punctually performing any obligation or satisfying any condition under this contract by any strike, lockout, or labor

dispute not caused by the negligence or breach of such non-performing party or the breach of a labor contract by such non-performing party; the inability to obtain labor or materials not resulting in any way from the negligence or any act or omission of the non-performing party; an act of God; governmental restrictions, regulations or controls not existing as of the execution of this contract; enemy or hostile governmental action; civil commotion, insurrection, fire or other casualty not resulting from the non-performing party's negligence or other actions; or any other condition beyond the reasonable control of the responsible party, then the time to perform the obligation or satisfy the condition shall be extended for a period of time equal in length to the length of the event.

25. **Governing Law.** The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.
26. **Venue.** Any action between the parties arising from this contract shall be maintained in the state courts of Davidson County, Tennessee.
27. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
28. **Notices and Designation of Agent for Service of Process.**

All notices to the Convention Center Authority shall be mailed or hand delivered to:

Executive Director
Convention Center Authority of the Metropolitan Government of
Nashville and Davidson County
201 Fifth Avenue South
Nashville, TN 37203

With a copy to: Chair
Convention Center Authority of the Metropolitan Government of
Nashville and Davidson County
201 Fifth Avenue South
Nashville, TN 37203

Notices to Contractor shall be mailed or hand delivered to:

Centerplate at the Music City Center
201 Fifth Avenue South
Nashville, TN 37203
Attn : General Manager

With a copy to: Centerplate
2187 Atlantic Street
Stamford, CT 06902
Attn: Legal Department

29. **Effective Date** This contract shall not be binding upon the parties until it has been signed first by the Contractor and then by the authorized representatives of the Convention Center Authority.

**[The remainder of this page has been intentionally left blank.
Signatures appear on the next page.]**

THE CONVENTION CENTER
AUTHORITY OF THE METROPOLITAN
GOVERNMENT OF NASHVILLE AND
DAVIDSON COUNTY

BY: [Signature]

Print: MARTY G. DICKENS

Title: CHAIRMAN

CONTRACTOR

BY: [Signature]

Print: KEVIN MCNAMARA

Title: EXP + CFO

Sworn to and subscribed to before me, a
Notary Public, this 7th day
of December, 2012,
by Kevin McNamara,
the EVP & CFO
of Contractor and duly authorized to execute
this instrument on Contractor's behalf.

[Signature]
Notary Public

My Commission Expires _____

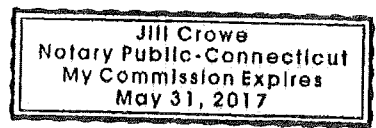


Exhibit A

Contractor Responsibilities

1.1 Food Services

(a) Generally. Contractor will exclusively operate high-quality, food and beverage facilities and provide food and beverage services at a level consistent with the highest class convention centers in North America (e.g. Vancouver Convention Center, Orange County Convention Center and Ernest Morial Convention Center (New Orleans)) and during all events held at the Music City Center provide banquet services at a level consistent with banquet services provided by Marriott, Omni and Loews hotels. The food and beverage services will be provided during hours as may be reasonably requested with appropriate notice by the Music City Center's highest ranking corporate officer (referred to herein as the "Executive Director") to adequately meet the demands of its customers.

(b) Concessions. Contractor will provide and sell to individual customers food, beverages and merchandise from permanent or portable stands, carts and kiosks for all events at the Music City Center. Contractor will post and display all menu items and prices at all permanent and portable stands for food, beverages and merchandise offered for sale at those locations. All signs and menus must be consistent with the graphics of the Music City Center and must be approved by the Executive Director.

(c) Catered Events. Contractor will provide all food and beverage services serving tables, bars, linens, skirting, place settings and appropriate room and table décor on a timely basis for all catered events, but Contractor is not responsible for set-up, servicing or teardown of banquet tables, registration tables, gift tables or other tables not used for food and beverage service. Contractor will remove the serving tables, bars, linens, skirting, place settings and room and table decor immediately following the conclusion of each catered event. Contractor will provide printed catering menus approved by the Executive Director, utilizing the Music City Center' logos in sufficient quantities for use by the marketing staffs of the Convention Center Authority and Contractor. The catering menus will be used exclusively for the Music City Center. At the termination of this contract, Contractor will assign to the Convention Center Authority, or the succeeding food and beverage manager selected by the Convention Center Authority, all catering contracts and catering deposits for catered events scheduled to occur after the effective date of termination.

(d) Conventions, Conferences and Trade Shows. Except as provided for herein, Contractor will provide food and beverage services for all conventions, conferences, trade shows and other events held at the Music City Center. Contractor will set and drape service and buffet tables, provide props, centerpieces and displays for all refreshment breaks and coffee services for all food and beverage services for all conventions, conferences and trade shows as is consistent with the service expectations set forth herein.

(e) In-House Events. Contractor will provide food and beverage services requested by the Executive Director as part of the Convention City Authority's in-house, non-revenue generating events. The charge to the Convention City Authority for these services will be "At

Cost. "At Cost", for purposes of Section 1.1(e), is defined as food cost, beverage cost, direct labor cost and benefits, plus fifteen percent (15%).

(f) Cash or Point of Sale Registers. Contractor will use reasonable commercial efforts to provide computerized cash or point of sale registers which accept credit and debit cards for the recordation of all Gross Receipts, including portable and permanent concessions, bars, lounges and merchandise points of sale.

1.2 Personnel.

(a) Generally. Contractor will employ, train and supervise the personnel with appropriate qualifications and experience necessary to operate the food and beverage services at the Music City Center as first class convention centers, in sufficient number to provide all the foodservices required of Contractor under this contract. All personnel will be employees, agents or independent contractors of Contractor and not of the Convention Center Authority. Contractor will select the number, function, qualifications, and compensation, including salary and benefits, of its employees and will control the terms and conditions of employment relating to its employees. Notwithstanding such, the compensation and number of employees shall adhere to the annual operating budget approved by the Executive Director. Contractor agrees to use reasonable and prudent judgment in the selection and supervision of its employees, and will make its best effort to employ persons who are courteous and efficient, and who will not use improper language or act in a loud or boisterous manner while performing the food and beverage services. Upon the request of the Executive Director, Contractor will meet with the Executive Director to address any improper or substandard employee performance. Contractor will take corrective action necessary to address the improper or substandard employee performance.

(b) Management Staff. Contractor will at all times during the term employ a full-time management staff, which will include a general manager, assistant general manager, executive chef, executive sous chef, director of catering sales and marketing, three catering sales managers, banquet manager, controller/office manager, and a commissary/kitchen steward (collectively, "Management Staff"). Additional Management Staff will be considered as a part of the annual operating budget process. The Executive Director will review and have the right to approve Contractor' proposed on-site Management Staff throughout the term of this contract. On-site Management Staff will have job-related responsibilities exclusively at the Music City Center. Management Staff will have a full-time office at the Music City Center. This staffing level is based on a full, 365-day year and is a minimum staffing level based on the service standards contemplated herein.

- The General Manager shall have not less than five (5) years of experience in managing and performing comparable engagements of similar complexity, size and scope, unless otherwise agreed to in writing by the Executive Director.
- The Executive Chef shall have not less than five (5) years of experience in managing and performing engagements of similar complexity, size and scope, unless otherwise agreed to in writing by the Executive Director.

- Other key personnel shall each have not less than three (3) years of experience in providing services of similar complexity, size and scope in their respective fields, unless otherwise agreed to in writing by the Executive Director.

(c) Management Staff Performance Issues. At any time during the term, the Executive Director may notify Contractor if it believes there is a performance problem with the Management Staff. Within three (3) days of receipt of notice, Contractor's supervisor of the general manager will meet with the Executive Director to discuss the problem regarding the general manager and to propose steps appropriate to address the problem. Within three (3) days of receipt of notice, Contractor's general manager will meet with the Executive Director to discuss the problem regarding all other members of the Management Staff and to propose steps appropriate to address the problem. If Contractor replaces a member of the on-site Management Staff, Contractor will have fourteen (14) days to provide a temporary replacement approved by the Executive Director, and sixty (60) days to provide the Executive Director with at least three (3) resumes of suitable candidates.

(d) Training. Contractor will conduct regularly scheduled training sessions during the course of each year for all personnel, including part-time and temporary personnel in regular contact with Music City Center's customers. Training of Management Staff will incorporate the Music City Center's customer service, quality control programs, and systems and management philosophy and expectations. Contractor will train all employees so they are aware of the high standards for cleanliness, courtesy and service required of Contractor in providing food and beverage services at the Music City Center as a first class convention center. At a minimum, Contractor personnel training will include:

- Customer service, alcohol awareness and skills training for each position including, but not limited to, proper banquet service, buffet set-up, and food, beverages, merchandising and wine service for all catering personnel.
- Regular training in substance abuse recognition for each employee who oversees, supervises, or manages subordinate staff.
- Environment sustainability, safety/risk management, hazards analysis and critical control points training.
- Service employees will attend mandatory orientation training specific to the Music City Center, plus an additional sixteen (16) hours of training. No employee will be allowed to serve the public without first completing at least four (4) hours of training, including orientation.

(e) Training. Management Staff will attend annually an additional forty (40) hours of training as a Direct Operating Cost.

(f) Appearance. Contractor employees must meet grooming guidelines and appearance standards prescribed by Contractor. All employee uniforms must be approved by the Executive Director and only Music City Center logos may be used on Contractor's uniforms.

(g) Gratuities. Contractor will ensure employees do not solicit or accept tips or other gratuities in any situation other than a cash bar environment. However, in a cash bar environment, tip jars are prohibited from being placed within view of guests, soliciting tips in any way is prohibited, and no tips are permitted to remain on bar tops or trays. Contractor may include in the invoice for food and beverage services provided to customers of catered events a fixed percentage supplemental fee of twenty-one percent (21%) of the amount charged the customer. The fixed percentage supplemental fee may be modified upon the mutual agreement of Contractor and the Executive Director, which agreement will not be unreasonably withheld by either party. Contractor will be solely responsible for the allocation and payment of any gratuities among its employees, and will defend, indemnify and hold harmless the Convention Center Authority and the Executive Director against any claim arising from the payment, collection and allocation of gratuities.

(h) Non-Solicitation. During the Term and for a period ending one (1) year after the expiration or termination of this contract, except with Contractor's prior written consent, the Convention Center Authority will not, for any reason, solicit, for employment or hire, the general manager or assistant general manager employed by the Contractor at the Music City Center. Convention Center Authority agrees that such employee(s) have acquired special knowledge, skills and contacts as a result of being trained by Contractor. This section will survive any termination of this contract.

1.3 Inventory; Products.

(a) Generally. Contractor will exercise the full concession and catering rights set forth in this contract at all events in a manner consistent with food and beverage operating standards employed by first class convention centers and as set forth herein. Contractor will have sufficient amounts of product prepared and an inventory on the premises so as not to run out of product during an event held at the Music City Center.

(b) Quality. Contractor recognizes and agrees that the quality of items sold and services performed at the Music City Center is a matter of highest concern and is of the essence of this contract. All food and beverages sold by Contractor will be of the highest standard of quality, wholesome and pure, and will conform in all respects to federal, state, municipal and other laws, ordinances, and regulations. No imitation, adulterated or misbranded product will be sold or kept for sale at the Music City Center. All products sold and kept for sale will be stored and handled with due regard for sanitation. Leftover perishable products will not be sold at any time. All products kept for sale will be subject to inspection and approval by the Executive Director without notice. Rejected products will be immediately removed from the Music City Center and will not be returned for sale.

(c) Product Waste. Contractor will use its best efforts to work with local not for-profit organizations such as food banks to minimize product waste. Contractor will participate in recycling, composting and sustainability plans, and will comply with all applicable recycling rules, laws and regulations.

(d) Local Products/Vendors. Contractor will use its best efforts to utilize local products of local vendors, when available, of good quality and competitive prices, in the provision of food and beverage services. Provided price, quality, market acceptability, service

and other terms are generally competitive, Contractor agrees to give preference to and feature at the Music City Center local suppliers of products, so long as the giving of preference does not violate applicable laws, rules or regulations and the features of the product and terms of such transaction are reasonable.

(e) Brands. The Executive Director will have the final approval regarding the suppliers, portions and brands to be used by Contractor. At no time will Contractor offer to any supplier an exclusive supply agreement without first obtaining the written approval of the Executive Director.

(f) Pricing. The price of all products sold by Contractor will be approved by the Executive Director. Contractor pricing of food and beverage services will be approved by the Executive Director if the price, quality, market acceptability, service and other considerations are competitive within the local market and for comparable values. All catering sales, including catering alcoholic beverages, will utilize and be priced with permanent smallwares, dishes, glassware and place settings, unless disposables are agreed to by the customer. Nothing in this contract shall be deemed to give the Convention Center Authority the right to require Contractor to operate the food services in a way which is inconsistent with customary and reasonable practices in the food service industry or to provide food products or food services below reasonable and customary prices at comparable facilities.

(g) Alcoholic Beverages. Alcoholic beverages will be offered for sale by Contractor to the extent permitted by applicable laws, and subject to reasonable rules established by the Executive Director. The final decision as to whether or not alcoholic beverages may be sold at an event, or in any designated area of the Music City Center, will be the sole responsibility of the Executive Director in its reasonable discretion. The decision to serve or refuse service of alcoholic beverages to any individual will be the sole responsibility of Contractor. In the event that, through no fault of Contractor, Contractor is unable to sell alcoholic beverages at the Music City Center (or is subject to restrictions on the sale of alcoholic beverages in a manner that has a materially adverse effect on the financial results of Contractor's operations at the Music City Center), for a length of time which encompasses two (2) consecutive Music City Center events, then, provided that Contractor is diligently attempting to remedy or cure such, the parties shall, within thirty (30) days thereof, in good faith establish an equitable adjustment of the financial considerations set forth herein so that the results of Contractor's operations at the Music City Center will not be adversely affected. In the event of a suspension or revocation the beer permit or liquor license for Music City Center, Contractor shall use best efforts to promptly engage a caterer, approved by the Executive Director, that holds valid beer and liquor catering permits to provide catered beer, wine or liquor to all events requiring alcoholic beverage service at Music City Center, which may also require the caterer to also provide some level of food service to Music City Center.

1.4 Sanitation.

Contractor will maintain in a clean, sanitary and orderly fashion all areas of the Music City Center assigned to it for the operation of food and beverage services. The assigned areas include, but are not limited to, concession stands, kitchens, dock areas, offices, retail stands, bars, buffets, pantries, vending areas, condiment stands, storage and preparation areas, and the space within a five (5) foot radius of each area. Contractor will further clean, as needed, the walls,

windows, ceilings, light fixtures and equipment located within the assigned areas. Contractor will deposit in receptacles provided by the Music City Center all waste, garbage and refuse which will accumulate in the food and beverage services areas. Contractor is responsible for maintaining all grease traps, exhaust hoods, exhaust ductwork and roof fans, and the regularly scheduled cleaning of the foregoing. Contractor will deliver its trash, garbage and waste from all food and beverage services areas to the designated dumpster or recycling areas. The removal of the trash and recyclables from the Music City Center will be paid for by the Convention Center Authority. Contractor's costs under this section shall be considered as a Direct Operating Cost.

1.5 Maintenance.

(a) Generally. Contractor will maintain in a state of good repair all equipment, uniforms and smallwares used in the performance of its duties set forth in this contract. The cost of routine preventative maintenance will be a Direct Operating Cost. The Executive Director may require the use of its in-house maintenance staff for certain repairs and maintenance, if it is cost effective and efficient to do so. Contractor will reimburse the Convention Center Authority for all direct costs of repairs and maintenance performed by the Music City Center's staff with respect to the equipment and food and beverage services areas under Contractor's control, which reimbursement will be considered a Direct Operating Cost.

(b) Repairs and Replacements. Contractor will be responsible for all maintenance, repairs and replacements of all smallwares utilized for the food and beverage services or located in the food and beverage services areas due to ordinary wear and tear. Repair costs for the foregoing on a per item basis equal to or less than \$2,500.00 will be a Direct Operating Cost. Repair and replacement costs per item above \$2,500.00 will be paid by the Convention Center Authority, at its sole discretion. Notwithstanding the foregoing, the Convention Center Authority will at its cost, replace all smallwares when the Convention Center Authority determines it is appropriate to change the style of substantially all smallwares. If a replacement of smallwares or equipment is due to theft, vandalism, unusual wear, neglect or negligence by Contractor or its agents, Contractor will pay for the replacement and it will be considered a Direct Operating Cost. Contractor will also be responsible for the purchase and replacement of all Contractor's employees' uniforms.

(c) Preventative Maintenance. Contractor will develop a preventative maintenance plan for the food and beverage services areas and equipment under its control. The preventative maintenance plan will be reviewed and approved by the Executive Director. Contractor will pay all preventative maintenance costs required and approved by the Executive Director as a Direct Operating Cost.

(d) Annual Inventory. Contractor will provide to the Executive Director bi-annually an inventory of all foodservices' equipment, uniforms and smallwares, whether provided by the Convention Center Authority or Contractor. Upon the termination of this contract, Contractor must deliver to the Convention Center Authority all food and beverage services equipment, uniforms and smallwares in good condition, less normal wear and tear, unless the Convention Center Authority has approved in writing the removal or disposal of items of the foregoing. Contractor will inventory all of the foregoing items on a bi-annual basis to determine those items necessary of replacement and repairs. The Convention Center Authority shall provide at the outset, and Contractor shall maintain, the current number of place settings at 5,500. Day-to-day

replacements of and repairs to the foregoing in the sum of \$2,500.00 or less per replacement or repair will be a Direct Operating Cost.

1.6 Marketing and Promotion.

(a) Generally. Subject to the supervision and direction of the Executive Director, and in coordination with the Executive Director, Contractor will be responsible for marketing and promoting its food and beverage services for the use of the Music City Center by its customers and the public. Contractor will work proactively to market and advertise its food and beverage services and seek out customers willing to book events with the Music City Center. The Executive Director's approval of Contractor's marketing and advertising plans will not be unreasonably withheld. Contractor will coordinate marketing and promotion of food and beverage services for scheduled events.

(b) Annual Marketing Plan. The Contractor shall produce an annual marketing plan, to be approved by the Executive Director that coincides with the Music City Center annual marketing plan and includes sales targets agreed to by the Parties.

(c) Short Term Sales. The director of catering sales and marketing, the three catering sales managers and one sales assistant will work with and make reports to the Music City Center's Director of Sales, based on directives established by the Director of Sales, and be responsible for short-term sales of the Music City Center.

1.7 Accounting Reports; Budget.

(a) Payments and Shortfalls. Contractor shall collect all proceeds from the operation of the food and beverage services under this contract and maintain accurate records and reports with respect to such proceeds and deposit such proceeds on a daily basis into such accounts(s) as the Parties may require. Contractor shall have the authority and responsibility to pay all Direct Operating Costs from Gross Receipts. On or before the fifteenth (15th) day of each month, Contractor shall transmit to the Convention Center Authority the Net Operating Profit for the preceding Monthly Accounting Period, together with a profit and loss statement, containing a calculation of: (a) Gross Receipts by sales category; (b) product cost by sales category; (c) payroll costs; (d) Direct Operating Costs; (e) Management Fee retained by Contractor; and (f) Incentive Management Fee, if any for the preceding Monthly Accounting Period, retained by Contractor. If there are no Net Operating Profits for Monthly Accounting Period so that Direct Operating Costs and Management Fee are not paid in full, the amount of the unpaid obligations or deficiency shall be carried forward and deducted and given first priority from the immediately succeeding Monthly Accounting Period(s) until the deficiency is paid in full. If there is a net operating loss in any Monthly Accounting Period, the amount of the net operating loss shall be carried forward and applied against future Net Operating Profits. At the end of the fiscal year, the Convention Center Authority shall reimburse Contractor for any unreimbursed Direct Operating Costs and unpaid Management Fee and pay the Incentive Management Fee compensation, within thirty (30) days after the end of the subject fiscal year. If, at the end of the fiscal year, it is determined that there has been no Net Operating Profit for that fiscal year in total, Contractor shall true-up with Convention Center Authority and pay to Convention Center Authority any Incentive Management Fee(s) it has retained within thirty (30) days after the end of the subject fiscal year. "Monthly Accounting Period" as used herein shall mean each monthly

period (or portion thereof) in accordance with Contractor's accounting calendar, which is arranged on a four-week, four-week, five-week basis for each quarter, during the term of this contract. "Fiscal Year" or "fiscal year," as the case may be, as used herein, shall mean Convention Center Authority's fiscal year, which ends on June 30th.

(b) Monthly Accounting Statement. In addition to any other financial reports that may be required by this contract, the Contractor shall furnish to the Convention Center Authority within fifteen (15) days after the previous Monthly Accounting Period, an accounting statement signed by an authorized representative of the Contractor, along with any Net Operating Profit. The reports shall include a report for that Monthly Accounting Period, stating Gross Receipts by source of sales, the Management Fee earned and Direct Operating Costs.

(c) Accounting Records. The Contractor shall maintain a separate set of books and records for its operations at the Music City Center in accordance with generally accepted accounting principles. The Contractor must keep original invoices for all materials brought on the premises of the Music City Center and must submit sales statements as support for the required accounting statements as reasonably requested from time to time. No materials shall be brought on the premises of the Music City Center without such invoices. The Contractor shall also maintain payroll summaries, copies of payroll tax returns, deposit receipts and disbursements and bank statements for the food and beverage operations at the Music City Center, all of which shall be available to the Convention Center Authority at all reasonable times for inspection, audit, examination, and copying; provided, however, the Convention Center Authority shall also be entitled to conduct spot audits or examinations of the same at the Music City Center without prior notice from time-to-time.

(d) Financial Statement. As soon as practicable at the close of each Convention Center Authority fiscal year (June 30th), but no later than ninety (90) days after, Contractor shall provide to the Convention Center Authority, in a mutually agreed-on format, an annual report of the results of the food and beverage services for the previous year at the Music City Center, prepared in accordance with generally accepted accounting principles. The annual report shall include the following information with respect to the food services: Gross Receipts by sales category; product cost by sales category; payroll costs; other Direct Operating Costs; calculation of Net Operating Profit; calculation of Management Fee compensation and calculation of Incentive Management Fee compensation. An independent certified public accounting firm of national reputation shall prepare the annual report. The cost of the annual report shall be a Direct Operating Cost.

(e) Financial Reports Generally. The Contractor shall prepare and provide to the Convention Center Authority financial reports in the format and according to the timeframe required by the Convention Center Authority.

(f) Inventory Control Records. The Contractor shall keep complete an accurate inventory control records before and after each event as well as sales reports for each event held at the Music City Center.

(g) Annual Operating Budget. The Contractor agrees that it will, no later than

ninety (90) days before the start of each Convention Center Authority fiscal year, in accordance with the procedures set forth by the Convention Center Authority, prepare and present an operating budget which budget will follow and comply with the Convention Center Authority's budget process or such other procedures which the Convention Center Authority may require. Said budget shall include, at a minimum, detailed revenue projections by event and by revenue source, as well as costs and other information required by the Convention Center Authority. The Contractor shall ensure that its representatives are present at all necessary meetings of the budget approval process related to the Music City Center. The annual operating budget shall receive the prior approval of the Convention Center Authority. The Convention Center Authority acknowledges that certain of the expenses described in each operating budget will vary based on the number and size of events occurring at the Music City Center. The Contractor shall not exceed, commit or contract to expend any sums in excess of those amounts allowed in the approved operating budget without the approval of the Authority.

(h) Cash Control Procedures. It is the intent of this contract that cash control for food and beverage services be accomplished through a combination of rigid accounting procedures and industry standard Contractor audit tests. The Contractor agrees [i] to manage and expend funds prudently, wisely and with the highest degree of care; [ii] to take all reasonable and practical steps to secure purchasing and/or payment discounts from vendors or suppliers for goods and services solely and directly as a result of purchases under this contract; and [iii] manage and budget all Direct Operating Costs incurred during the course of operation so as to achieve the highest possible economic efficiency.

1.8 Limitation of Rights.

(a) Food and Beverage Service Areas. The location of all food and beverage service areas, whether temporary, portable or permanent, will be designated by the Executive Director. Contractor will acquire no right to any location once assigned to a particular location. The Executive Director reserves the right to require Contractor to move mobile food and beverage service operations and equipment to accommodate specific events. Nothing in this contract will limit or qualify the right of free and unobstructed use, occupation and control of the Music City Center and ingress and egress for itself, lessees, customers and the public.

(b) Selection of Products and Services. The Executive Director will have the right to approve Contractor's product and service suppliers including, but not limited to, food and beverage products, printing companies, exterminators, florists, cleaners, laundries, insurance vendors, business machine vendors and office supply vendors. The Executive Director will not unreasonably withhold its approval. Contractor will be required to purchase from suppliers, including the Broadline Suppliers, whose level of quality, service and prices are competitive with the marketplace. Contractor will not be required to purchase from suppliers whose level of quality, service and prices are not competitive with the marketplace. "Broadline Suppliers" mean the foodservice distributors who typically carry a full line of products including dry grocery, frozen, tabletop, equipment, supplies and perishable items such as meat, dairy and produce, and may provide delivery, credit, sales representation and other value-added services to its foodservice operators. Contractor's right to purchase food and beverage items from its suppliers, including its Broadline Suppliers, will be subject to the purchase and supply requirements of any food and beverage sponsorship or pouring rights agreement negotiated by the Executive Director

or other consultants with sponsors and pouring rights contract parties for specific food and beverage items. Contractor shall sell Broadline Suppliers products when required so long as (i) the cost, quality, sales prices and other terms of sale of such Broadline Suppliers products are at least comparable to other similar products or services selected by Contractor for sale at the Music City Center; (ii) Contractor's operating profit from the sale of such Broadline Suppliers product is not less than the operating profit realized from competing products selected by Contractor for sale at the Music City Center; and (iii) Broadline Suppliers products are reasonably available in quantities needed for the food services. In the event that the Convention Center Authority enters into any sponsorship arrangements (not including pouring rights), Contractor shall not be required to incur any out-of-pocket expense in connection with Broadline Suppliers products or sponsorship arrangements. Furthermore, Contractor shall not be required to enter into any franchise agreement, licensing agreement or any other similar, related agreement with any third party as a result of any sponsorship or similar arrangement between the Convention Center Authority and any third party.

(c) Rules and Regulations. The Convention Center Authority will issue reasonable rules and regulations for the operation of the food and beverage services, and Contractor will operate the food and beverage services in accordance with these rules and regulations.

(d) Inspection. The Convention Center Authority and the Executive Director's authorized representatives will have the right to enter upon and have access to all spaces occupied by Contractor at any time.

(e) Free Food and Beverage Distribution. Contractor will not object to the distribution of free food or drinks by customers or event participants who have been authorized by the Executive Director to distribute free food and drinks. Notwithstanding the foregoing, if there are more than an annual average of five (5) such complimentary events in any given two fiscal years, the Parties may in good faith establish an equitable adjustment of the financial considerations for such extra events so that the results of Contractor's operations at the Music City Center will not be adversely affected. In addition, free samples (not to exceed bite size portions for food and four ounces for beverages) may be given away at trade shows, cooking schools, exhibitions and conventions at the discretion of the Executive Director.

(f) Third Party Lessees. Contractor will in good faith negotiate to provide food and beverage services, modify its operations or allow a third party to provide to a lessee or customer food and beverages, when requested by the customer to comply with the terms of the contract between the Executive Director and the customer, it is in the best interest of the Music City Center to do so and is necessary to comply with the terms of the contract between the Convention Center Authority and the customer.

(g) No Subcontracted Sales. No subcontracted sales are permitted from the Music City Center unless approved by the Executive Director.

(h) Logos. Only Music City Center approved logos will be utilized throughout the Music City Center including, but not limited to uniforms, paper products, advertisements, business cards, proposals, etc. Other than legal requirements the name of the Contractor will not be utilized.

(i) Pouring Rights. Notwithstanding anything herein to the contrary, the Convention Center Authority will maintain an exclusive contract regarding pouring rights for the Music City Center. The Contractor shall abide with the requirements of any current or future pouring rights contract that the Convention Center Authority may award.

Exhibit B

Compensation – Management Fee and Incentive Management Fee

(a) Management Fee. Contractor shall earn a management fee equal to two percent (2.0%) of Gross Receipts (the “Management Fee”), paid in monthly installments. “Gross Receipts” refers to the total of all monies received from the operations hereunder, including service charges, supplemental catering fees or monies charged by the Contractor, its agents, subcontractors, or employees, for all food and beverage services and retail sales, whether such amounts are evidenced by cash, check, credit, charge account, exchange or otherwise, less [i] retail sales taxes and other direct taxes imposed upon receipts collected from the consumer; [ii] employee meals provided at cost; [iii] tips and gratuities retained by employees; and [iv] receipts from sales done at cost or on a reduced basis.

(b) Incentive Management Fee. In addition, Contractor shall earn an incentive management fee equal to seven and one-half percent (7.5%) of the Net Operating Profit (the “Incentive Management Fee”) in monthly installments and pursuant to Section 1.7. “Net Operating Profit” refers to Gross Receipts less the actual out-of-pocket costs of the food and services from the total Gross Receipts (the “Direct Operating Costs”), including but not limited to [i] costs of goods purchased; [ii] direct labor, including any applicable taxes, workers’ compensation costs, fringe benefits required to be paid to employees; [iii] direct expenses, including but not limited to additional event or facility related supplies such as flowers, linens, food and beverage décor, cleaning and maintenance services, uniforms, auditing services, facility related personnel, training and marketing, insurance costs directly attributable to coverage required by this contract, applicable taxes, including personal property and/or possessory interest taxes if any, licenses and fees and other costs actually incurred by Contractor in the performance of this contract, and occupancy expenses including long distance and computer usage costs charged by the Convention Center Authority; [iv] contribution to a capital repair and replacement reserve, in the amount of three and one-half percent (3.5%) of Gross Receipts (such reserve to automatically become the property of the Convention Center Authority upon the contribution and to be used by the Convention Center Authority for any necessary repairs, maintenance and replacement of related equipment, goods or smallwares); [v] contribution to a marketing and promotional reserve, in the amount of one percent (1.0%) of Gross Receipts (such reserve to automatically become the property of the Convention Center Authority upon the contribution to promote the food and beverage offerings and related activities); [vi] depreciation of the Capital Investment; [vii] amounts reasonably determined by the Convention Center Authority to be uncollectible; and [viii] the Management Fee.

Exhibit C

Capital Investment

(a) Pre-Opening. Convention Center Authority agrees to provide (either through direct payment or reimbursement to Contractor within thirty (30) days of invoice) all start-up and pre-opening expenses of approximately Four Hundred Thousand Dollars (\$400,000.00), including but not limited to payroll, taxes, relocation, and travel, such that Contractor is provided a turnkey operation similar to other first-class venues in North America that will allow Contractor to operate food and beverage services at the Music City Center at the standards set forth in the RFP and contemplated in this contract. Provided that the Capital Investment has been timely made by Contractor, Convention Center Authority represents and warrants to Contractor that, as of the Commencement Date, the facility and food and beverage operations infrastructure and equipment and smallwares shall be of such a high and sufficient standard and quality and quantity for Contractor to perform its high quality services under this contract, including but not limited to the standards set forth in Section 1.1(a). Notwithstanding such, Contractor acknowledges that it has toured the kitchen and related facilities and improvements at the Music City Center and inspected the facility and food and beverage operations infrastructure and equipment and related plans for such and deems the foregoing appropriate for the standards set forth herein.

(b) Payment of Capital Investment. Contractor agrees to pay Two Million Dollars (\$2,000,000.00) to the Convention Center Authority to be used by it for (i) pre-opening expenses and (ii) the purchase or reimbursement and installation of equipment, leasehold improvements, smallwares and other items by, and in the sole discretion of, the Convention Center Authority for the Music City Center's food and beverage facilities, according to the following schedule:

<i>on or before</i>	<i>payment amount</i>
December 28, 2012	\$ 500,000.00
February 28, 2013	\$1,500,000.00

(c) Amortization of the Capital Investment. Contractor's Capital Investment will be amortized over sixty (60) months on a straight-line basis, commencing on the Commencement Date. If this contract expires or is terminated by either party, at any time, with or without cause, prior to Contractor's complete amortization of the Capital Investment, the Convention Center Authority will pay Contractor the unamortized amount of the Capital Investment. Contractor shall submit to Convention Center Authority a statement of the total amount outstanding, and Convention Center Authority shall pay such amount to Contractor within forty-five (45) days after receipt of such statement.

(d) Replacement Foodservice Provider. Convention Center Authority shall purchase (or shall cause its replacement foodservice provider to purchase) any smallwares owned by Contractor and in-date (no expired) food, beverage and supply inventories at Contractor's book value thereof (to the extent such do not otherwise qualify as part of the Capital Investment or Direct Operating Costs). Convention Center Authority (or the replacement foodservice provider) shall also assume responsibility for any non-cancellable purchase orders for food, beverages or other goods.

(e) Final Accounting. Contractor shall deliver to Convention Center Authority, within thirty (30) days after the date of termination or expiration, a final accounting setting forth all commissions due to Convention Center Authority, and shall remit to Convention Center Authority all amounts owed to Convention Center Authority, after setting-off any amounts owed by Convention Center Authority to Contractor and agreed to by the parties.

**Exhibit D
Affidavit**

State of Connecticut

County of Fairfield

Compliance with Laws: After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the EVP + CFO (Title) of Volume Services, Inc. d/b/a Centerplate ("Centerplate") and that Centerplate is presently in compliance with, and will continue to maintain compliance with, all applicable laws. Thus, Affiant states that Centerplate has all applicable licenses, including business licenses, copies of which are attached hereto. Finally, Affiant states that Centerplate is current on its payment of all applicable gross receipt taxes and personal property taxes.

Taxes and Licensure: Thus, Affiant states that Centerplate has all applicable licenses, including business licenses, copies of which are attached hereto. Finally, Affiant states that Centerplate is current on its payment of all applicable gross receipt taxes and personal property taxes.

Contingent Fees: It is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure an Authority contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned (Affiant) states that Contractor has not retained anyone in violation of the foregoing.

Nondiscrimination: Centerplate, after being first duly sworn, affirms that by its employment policy, standards and practices it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability and that it is not in violation of and will not violate any applicable laws concerning the employment of individuals with handicaps and/or disabilities. It is the policy of the Metropolitan Government not to discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services and activities. Centerplate certifies and warrants it will comply with this policy.

And Further Affiant Sayeth Not:

By: [Signature]

Title: J. V. P. + CFO

Address: 2181 ANTONIO ST. FAIRFIELD, CT 06424

Sworn to and subscribed before me on this 7th day of December, 2012.

[Signature]

Notary Public

My commission expires:

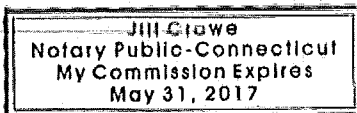


Exhibit E

Insurance Policies and/or Proof of Insurance

[to be attached]