

AGENDA
SPECIAL PLANNING, BUILDING AND ZONING COMMITTEE
Village of Hoffman Estates
September 27, 2010

Immediately Following the Public Health & Safety Committee Meeting

Members:	Gary Pilafas, Chairperson	Karen Mills, Trustee
	Cary Collins, Vice Chairperson	Jacquelyn Green, Trustee
	Ray Kincaid, Trustee	Anna Newell, Trustee
		William McLeod, Mayor

I. Roll Call

NEW BUSINESS

1. Present an Agreement with Levy Premium Foodservice Limited Partnership for provision of food service at the Sears Centre Arena.

II. Adjournment

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Present an Agreement with Levy Premium Foodservice Limited Partnership for provision of food service at the Sears Centre Arena

MEETING DATE: September 27, 2010

COMMITTEE: Special Planning, Building and Zoning

FROM: Arthur L. Janura/Mark Koplín/Michael DuCharme

REQUEST: Present an Agreement with Levy Premium Foodservice Limited Partnership for provision of food service at the Sears Centre Arena.

BACKGROUND: Under previous ownership of the Sears Centre Arena, Levy provided food service at the Sears Centre Arena since its opening in October 2006. With the transition to Village ownership, Levy remained in place as food service manager under an Interim Agreement that has been extended several times.

Food and beverage operations at an entertainment venue are a primary source of revenue. Under MadKatStep and CCO, food service revenues were not all that profitable. Under the Village's ownership and Global Spectrum's management, that trend has been reversed somewhat due to better terms and close interaction between the venue manager and the food service manager utilizing Levy's resources and experience. The Village and Global Spectrum have sought out ideas and innovations from Levy and been able to implement them profitably at the Sears Centre Arena. The cooperation between the parties has resulted in better service to customers, an increased variety of menus, and additional points of sale. The new working relationship has been successful.

In the venue food service industry, there are two basic types of agreements: a Commission Fee Agreement and a Management Fee Agreement. Under previous ownership, which continued under the Interim Agreement with Levy, a Management Fee type of Agreement has been in effect at the Sears Centre Arena. Under a Commission Fee arrangement, the food service manager provides all of the food service, collects all sales, and is responsible for all expenses and splits the gross sales on a percentage basis with the Owner. The opportunities and risks with the Commission approach are summarized below. Additionally, we analyzed the financial implications of both Management Fee and Commission scenarios and determined that until gross sales exceed \$2.0-\$2.5 million annually, a Commission Fee is more advantageous to the building/Owner. A Management Fee would return more revenue to the Owner when higher sales levels are achieved, and the Levy agreement provides the Village an option to "switch" formats when these higher levels are achieved. An outline of the pros and cons of Commission Fee and Management Fee Food Service Agreements is attached as Exhibit A. Background information on food service and Levy at the SCA is attached as Exhibit B.

BACKGROUND: (Continued)

We have also found out over the past nine months that Commission Fee Agreements are typically considered to be less risky to ownership. Most of Global Spectrum's arenas operate under this format. As there have been much discussion of "the risk" related to a food and beverage agreement, it is worth clarifying what the actual risk really is to the Village going forward. Risk can be broken down into a couple areas. There is the risk of losing money in a particular month when there are fixed expenses and not much or any revenue to offset those costs. Typically, this would occur during the summer when there are still fixed costs of management staffing, plus insurance and other fixed costs that are prorated monthly. With or without events, those expenses need to be paid.

There is also the risk that event costs may not be fully covered by the event revenues. This could occur if a particular event is not managed to the attendance and level of service expected (overstaffed with more concession stands open, more inventory purchased) and a low actual attendance and/or low food and beverage (especially liquor) sales. This could happen with a family show (low attendance at a matinee) or one of the religious events (low "per caps").

There is risk regarding the total number of events in a year, the type of events, the attendance at those events, and the "per caps" at events will not generate adequate revenues. Since Global Spectrum has only recently become the manager, an increase in the number and type of events in the future is anticipated, but it is difficult to project a sharp increase in events and revenues. Global Spectrum's success will build over time and after a couple of years and a track record of events, it becomes more predictable.

Weather is also a risk with potential impact to show "walk up" attendance (such as snow for February rodeo or rain on Sunday for outdoor market). The food service manager needs to staff for "the best" (anticipated attendance) and sometimes "the worst" occurs (no walk ups and many no shows). That risk is always present, but under a Commission vs. Fee arrangement, Levy bears it, not the Village.

DISCUSSION:

A copy of the Commission Fee Agreement is attached. A section by section review of the Commission Fee Agreement with the highlights follows:

Recitals - The recitals are typical.

1. *Representations* - This section includes representations between the Owner and the Manager. The Village designates Global Spectrum as its agent, with Manager (Levy) reporting to Global Spectrum on a daily basis. The Village reserves the right to appoint an Owner's Representative.
2. *Owner Delivery* - The Owner (Village) is providing the food and beverage areas for Levy's exclusive use, subject to several exceptions that are detailed in the Agreement. The parties also acknowledge that the food and beverage facilities at the SCA are delivered in a "turn-key" condition, fully furnished and equipped.

DISCUSSION: (Continued)

3. *Management Services* - Levy has exclusive rights to use the facilities for provision of food and beverage service at events, with several exclusions (see below). This section also requires Levy to provide "promotional and marketing catering" at a 50% discount, with these discounted sales capped at \$50,000 a year. There are certain "carve outs" specified in Section 3.e. for novelty items such as cotton candy, vending machines, ethnic/specialty, and outdoor events.

The Village has the ability to hire outside vendors for up to five community, ethnic, non-profit, etc. events per year.

Levy is to provide full service, including administration, procurement, setting of menus, pricing, maintenance and repair, replacement, and overall operations at the Sears Centre Arena food service facilities.

4. *Projections of Gross Receipts; Capital Budget; and Innovations Improvement Plans* - Within 45 days of execution of the contract, Levy will provide a report from its Innovations Department detailing ideas, concepts, and strategies for improving the food service facilities and provision thereof. These innovative ideas could include signage, marketing, capital improvements to concession areas, and other means of improving sales. Levy will provide annually, by September, projections for gross receipts in the next budget year and a list of capital expenditures for the next five years. This information will be blended into the annual SCA and Village budgets.
5. *Conduct of Operations* - Levy is required to be in compliance with laws, maintain quality, follow owner's rules, assist the Village in obtaining sponsorships from their business contacts, and maintaining safety in the workplace.
6. *Inspection and Approval* - The Village has the ability to be on-site to observe and advise on food service operations, menus, pricing, etc.
7. *Sale and Delivery of Food and Beverage Items* - Levy will provide adequate personnel and sufficient product for each event to maximize sales.
8. *Product* - Levy is to provide procurement of goods, as well as maintain quality, while setting pricing and menus with the reasonable consent by the Village. Levy will also use local suppliers and/or subcontractors, when practical.
9. *Employees and Agents* - Levy is responsible for hiring, training, and supervision, and the Village has the ability to approve the Director of Operations and the Executive Chef. The Village approves Yousuf Ahmed (current Director) as the Director of Operations going forward. Levy is required to cooperate with other SCA employees (i.e. Global Spectrum) and has the ability to bring in specialty foods from subcontractors. The Agreement requires Levy to provide staffing templates for various types of events of attendance levels. This will assure the Village of certain levels of service for all events. Throughout the year, Levy will have three full time employees, except for the summer months when only the Director of Operations will be on-site and other employees will be temporarily relocated to other Levy facilities.

DISCUSSION: (Continued)

10. *Licenses and Permits* - Levy is required to obtain and maintain all required licenses and permits.
11. *Collecting of Payments of Taxes and Other Items* - Levy is required to collect and pay taxes to various governmental agencies. Credit cards are to be accepted at the SCA and they will maintain cash handling and management procedures. Levy is responsible for coordinating with the owner regarding the replacement of equipment, however, the owner will fund either out of the capital equipment replacement fund established in this Agreement or from other sources.
12. *Maintenance* - The Agreement defines routine maintenance as a Manager expense and they will maintain an ongoing log of repairs for the Village and Global Spectrum.
13. *Use of Facilities* - The Village grants Levy the right and ability to use office space and parking at the SCA and will provide utility services.
14. *Definition of Gross Receipts* - Gross receipts include the total sales of food items at the SCA. It does exclude credit card fees, bad debt, taxes, etc.
15. *Commissions* - Levy collects the gross receipts and provides a monthly payment to the owner based on the percentages established in this Agreement. The Village receives 30% of sales at concession stands, club, and the freestanding food tables, with 5% additional if certain benchmarks are met. The Village receives 15% of gross sales on the upper level suites and group sales catering (with 5% additional over the benchmark) and 20% of gross sales in the loge/lower level suites (again with 5% above the benchmark).

A Commission Agreement provides incentive for Levy to use their personnel outside of events and potentially pursue catering and social events to generate revenue and spread out costs over a larger base.
16. *Accountings* - Within 15 days of the end of each month, financial statements with the gross sales, as well as the calculation of commissions, as established in Section 15, and a check or electronic transfer for payment of the amounts due the Village. Within 60 days of the end of the year, Levy will provide a certified financial statement. The Agreement also provides for a mechanism for any disputes.
17. *Term* - The term of this Agreement will commence on the date approved by the Village Board and continue through April 30, 2013 (a 2-3/4 year Agreement). The Agreement provides for two 1-year extensions at the Village's sole option. If the Agreement expires or is terminated, all permits shall be assigned to the Village and Levy shall provide a peaceable surrender and their cooperation during any transition.
- 18/19. *Defaults* - Standard default language is included.
20. *Termination* - The provisions for termination under a default situation are listed.

DISCUSSION: (Continued)

21. *Independent Contractor* - Levy is an independent contractor and none of the employees are Village employees.
22. *Ownership in Food Service Facility* - The Agreement establishes the Village owns the food service facilities, not Levy.
- 23/29. These are standard legal provisions.
30. *Force Majeure* - Standard force majeure language reviewed by Corporation Counsel is included.
- 31/38. Additional standard legal provisions and language are included.
39. *Insurance* - Insurance requirements reviewed by Corporation Counsel and the Village's Risk Manager are included.
40. *Old Agreements* - This Agreement will replace previous Agreement between CCO/MadKatStep and Levy, as well as the Interim Agreement and any extensions to that Interim Agreement approved by the Village.
41. *Dismissal of Claims and Release* - In consideration for this Agreement, Levy will provide dismissal of their claims related to the litigation of the previous owner and any associated parties.
42. *Owner's Right of Conversion to Management Fee Agreement* - As discussed earlier, this Agreement is a Commission Fee Agreement, but does include (as Exhibit F) a Management Fee Agreement that the Village has the option to convert to at any time with a 30 day notice. Exhibit F establishes responsibilities of the parties under a Management Fee Agreement whereby Levy is paid a 5% fee of the gross receipts for their services, and the Village is responsible for all expenses and keeps whatever revenues are left over as profit to the building and the Village. The actual form of this Agreement is very similar to the Commission Fee Agreement, with several notable changes and insertions, as discussed later in this memo under Exhibit F.

Exhibits

Exhibit A - Food and Beverage Areas - All of the food and beverage areas in the SCA are listed in this exhibit.

Exhibit B - Facilities - A graphic showing the food and beverage facilities is attached as Exhibit B.

Exhibit C - Equipment - The food and beverage furniture, fixtures, and equipment is listed. The Village received this equipment in the Deed in Lieu of Foreclosure Agreement and the inventory of equipment was verified by IFG in December 2009.

DISCUSSION: (Continued)

Exhibit D - Initial Menus - Current menus for the various areas at the SCA are attached for reference. The Village and Levy will review these menus, as well as pricing, annually, as stipulated in the Agreement.

Exhibit E - Current Sponsorship Agreements - Four existing Sponsorship Agreements are attached and are referenced in Section 5.e.

Exhibit F - Management Fee Agreement - As discussion in Section 42, the Management Fee Agreement is attached and the Village has the ability to convert to management fee from the commission fee at any time during the Term with 30 days prior notice.

Exhibit F establishes responsibilities of the parties under a Management Fee Agreement whereby Levy is paid a 5% fee of the gross receipts for their services, and the Village is responsible for all expenses and keeps whatever revenues are left over as profit to the building and the Village. Most sections in the Commission Agreement and Management Fee Agreement are exactly the same. However, Section 4 (which is new), 5, 15 (also new), 17 (also new), and 18 in the Management Fee Agreement differentiate this agreement from the Commission Agreement, and Sections 15, 41, and 42 under the Commission Agreement are deleted from the Management Fee Agreement. The new or substantially revised sections in the Management Fee Agreement are highlighted below.

4. *Operating Budget* - Levy will provide an operating budget for the following year by September 1, and will project costs (which are the Village's costs) to maintain a first class food and beverage operation.

5. *Projection of Net Receipts, Capital Budget, and Innovations Improvement Plan* - The Village will also receive a projection of Net Receipts in addition to Gross, for budgeting purposes. The requirement for Levy to provide a capital budget, as well as Innovations improvement plan is similar to the other agreement.

15. *Management Fee* - Levy would receive a fee equal to 5% of the gross receipts of food and beverage sales at the SCA. Levy receives this fee at the end of each month based on the prior month's sales.

17. *Definition of Net Receipts* - Net Receipt equals Gross sales minus any and all eligible charges, all expenses as defined in the agreement (but no Levy corporate allocations are allowed), 2% of the Gross receipts which go into the Capital Replacement Fund, and uncollectables.

18. *Accountings* - Because the Village is paying all the expenses, the Accountings section provides much more detailed information to the Village. This allows the Village to review all expenses, as all the books are "open". Levy will provide profit/loss statements monthly.

RECOMMENDATION:

Request approval of an Agreement with Levy Premium Foodservice Limited Partnership for provision of food service at the Sears Centre Arena.

Attachments

cc: Yousuf Ahmed (Levy Premium Foodservice Limited Partnership)
Michael Perlberg (Levy Premium Foodservice Limited Partnership)
Ben Gibbs (Global Spectrum)

RATIONALE FOR COMMISSION VS. MANAGEMENT FEE STRUCTURE

1. Mid-size arena F&B contracts typically fall into two (2) distinct financial relationships with third-party service providers - Management Fee or Commission/P&L deals:
 - Levy's interim and previous deal structure is under a Management Fee format; similar to Global's venue operating agreement where the Village funds 100% of the cost of F&B operations and assumes 100% of all possible risks, paying the operator a fixed fee.
 - This operating model has two main advantages; it provides Village with the most upside potential as it retains the majority percentage of profit earned and it keeps all the decision-making authority directly with the venue owner/operator, having absolute control and flexibility with promotions, products, and staffing. The Village has final approval for all food/beverage & retail products and prices, staffing levels, promotions and use of locally branded concepts.
 - Fixed Management Fee approach is the preferred contractual arrangement for Concessionaires as it typically involves no risk taking and the venue owner fronts funds to pay all operation costs (recall that Ovations would not even consider a Commission deal, and only offered a fixed fee).
 - (a) Levy receives five percent (5%) of the net revenues earned and is eligible for an incentive fee if certain gross revenues are reached.
 - (b) Through May, the Village netted 33.1% of total sales (\$903k), while Levy earned its 5% fee (totaling \$45,160) on this amount.
 - (c) It should be noted F&B gross revenues at the Sears Centre have been declining (from \$2M at opening, to approximately \$1.5M last year). This year's rolling forecast is \$1.35M due to less events materializing and the appreciative drop in suites attendance/related F&B sales.
 - (d) The decline in gross and for other reasons (explained later) leads the Village to consider shifting from a Management Fee to a Commission/Profit & Loss format, which Levy has agreed to under negotiated business terms.
2. Under Management Fee, the Village is 100% responsible for all "Costs" incurred and as professionally managed by Levy each month. These Costs include:
 - Cost of Product/Sales (approx. 20 - 25% of Sales, on average, each month however the actual cost of goods during Jan/May was 19.8% or \$179K).
 - Payroll on-site managers, cooks and PT event staff (approx. 30 - 35%).

- Direct 'Operating Expenses' ie. Linen, cleaning supplies, uniforms, smallwares, cc charges, equipment rental etc. (approx. 1 – 1.5% of Sales).
 - Other 'Occupancy Charges' such as Insurance, R&M (approx. 1 – 1.5%).
 - Marketing costs (none have been charged by Levy since Village has taken over – otherwise approx 1% of sales on average).
 - 'Indirect Expenses' such as Armor car service, bank charges, business meals and travel, computer services, legal, licenses, messenger, payroll processing, dry cleaning etc. (these can average 1.5 – 2.5% of Sales)
3. It's important to note that 'Other Costs', as listed above, approximate 55-65% of the average monthly Sales volume.
- (a) Some costs, however, are 'fixed' regardless of monthly event load. These include payroll of core staff and prorated annual charges for items such as insurance, computer services and repair and maintenance. These 'fixed' expenses average roughly \$10,000 - 12,000 per month regardless of events.
4. Note the Village's net would be further reduced, as it's prudent to begin allocating 2 to 3% of gross sales towards an equipment Replacement Fund. This should commence as soon as the Levy deal is approved. Factoring in a 'reserve' lowers the Village's 'true net' during the 1st five months, as shown below, to roughly 30% of the gross. In the Commission Agreement, levy agrees to set aside 2% of gross for a capital replacement fund.

5 Month Levy
Revenue/Expense
Summary

	JAN 2010 ACTUAL	FEB 2010 ACTUAL	MARCH 2010 ACTUAL	APRIL 2010 ACTUAL	MAY 2010 ACTUAL
TOTAL SALES	\$ 151,499	\$ 162,011	\$ 227,271	\$ 171,689	\$ 190,717
EVENT PROFIT/(LOSS)*	\$ 92,592	\$ 109,315	\$ 108,255	\$ 95,784	\$ 114,082
*Event labor and cost of goods subtracted					
General & Administrative Costs (G&A)**	<u>\$ 37,150</u>	<u>\$ 36,427</u>	<u>\$ 42,475</u>	<u>\$ 34,998</u>	<u>\$ 24,965</u>

** Includes mgmt salaries, payroll tax expense and benefits, direct and indirect operating expenses, insurance, utilities and repair and maintenance

NET BEFORE MGMT FEE	\$	55,442	\$	72,888	\$	65,780	\$	60,786	\$	89,117
% OF SALES (Prior to Levy Fees and Equip. Reserve)		37%		45%		29%		35%		47%
MANAGEMENT FEE	\$	7,575	\$	8,101	\$	11,364	\$	8,584	\$	9,536
NET TO ARENA***	\$	47,867	\$	64,787	\$	54,416	\$	52,202	\$	79,581
*** Not incl. Reserve										
% OF SALES (Avg = 33.1%)		32%		40%		24%		30%		42%

- 5 For the full 2010 year, Global and Levy has revised its rolling forecast of F&B sales to 'gross' approximately \$1.35M. Under the current management fee structure, the Village is expected to net roughly \$430K (as projected by Levy), slightly more than 30% of Sales.
 - > Note that 2-3% of gross sales (approximately \$30-35K annually) would be allocated as an equipment Replacement Reserve – so the Village's true net, again, under a Management Fee approach would be reduced to approximately 27-28%.
 - > The Village also needs to determine if 2-3% of gross is 'enough' of a reserve going forward (this percentage is typical for an arena this size). No reserve fund was established by CCO nor has any funds set above three months of "catching up". A reserve should be allocated regardless of the fee approach.

6. There are some compelling reasons to not proceed under the Management Agreement format:
 - (a) In March for example - Levy earned its highest monthly fee yet the Village received its' lowest net because it's paid on the 'bottom line' and ultimately, assumes all costs/risks of operating profitability that Levy manages.

- (b) Under current fixed fee (5%) deal, the best financial upside to Village does not kick in until annual gross F&B sales top \$2M consistently. At that point, on average, Village receives close to 40% or more of net profits. As example, this past May, Village received 41.7% of net profits or approximately \$80,000 on sales of \$192K.
- (c) As fixed monthly overhead expenses are still incurred and paid by Village regardless of event load, the SCA event pattern is very seasonal – and summer offers minimal events/attendance. Thus its possible that one-half the profits realized in May can then be lost from late June through Labor Day as these costs are incurred.
- (d) Consensus is hockey will be generally be better under Commission vs. Management Fee as mid-week games, which are less attended, account for 30% of the schedule. The per unit sales cost will be greater for less attended games.
- (e) It can be very difficult to ‘oversee’ a third-party food operator and determine how their costs are allocated and demonstrate how the Village or Global would ‘manage’ their costs, without constant supervision.
- (f) Finally, other public sector venue owners apparently concur with a Commission vs. Management Fee as a survey of other Global-run arenas revealed a vast majority outsourced F&B to third-party’s under a Commission format.

7. Commission deals are also referred to as Profit and Loss Accounts (“P/L Accounts”) where the Concessionaire takes on all operating risk and the Owner receives negotiated percentages of gross sales (by product or level of service). Levy has consented to utilizing this format while allowing the Village the right to ‘switch’ back to the Management Fee at any time during the term. Commission advantages include:

- (a) All costs to operate become Levy’s risk, the Village does not have to worry about how these costs are managed or how Levy corporate allocations affect the ‘net’.

There has been much discussion of “the risk” related to a food and beverage agreement. Statements have been made that a Commission agreement provides far less risk to the Village. It is worth clarifying what the actual risk really is to the Village going forward. Risk can be broken down into two areas. There is the risk of losing money in a particular month when there are fixed expenses and not much or any revenue to offset those costs. Typically, this would occur during the summer when there are still fixed costs of management staffing, plus insurance and other fixed costs that are prorated monthly. With or without events, those expenses need to be paid. There is also the risk that operating or event costs may not be fully covered by the event revenues. This could occur if a particular event is not managed to the attendance and level of service expected (over staffed with more concession stands open, more inventory purchased) and a low actual attendance and/or low food and beverage sales. This could happen with a family show (low attendance at a matinee) or one of the religious events (low per caps).

There is also risk regarding the total number of events, the type of events, the attendance at those events, and the “per caps” at events will not generate adequate revenues. Since Global Spectrum has only recently become the manager, and the number and type of events in the future is unknown and not predictable, it is difficult to project revenues and expenses. After a couple of years and a track record of events, it becomes more predictable.

- (b) Less oversight is required as Village/Global now fully focused on the “top line” or gross sales. There’s also no evidence beyond requests for invoice back up that Global’s ‘managing’ costs.
- (c) It keeps all parties incentivized to book/host more events, as the event load is the most important benchmark, driver of success (vs Village having to worry about expenses).
- (d) As they are more accountable to earn a profit, Levy will ‘measure’ the effectiveness of any giveaways or inclusive offerings.
- (e) Levy’s ‘incentive’ is maximizing the gross, which is essentially built into this type of deal structure.
- (f) Global Spectrum can concentrate on booking and not spend inordinate amounts of time reviewing Levy’s costs (invoices, payroll, etc.).

8. **We, therefore, suggest changing to a Commission deal structure for the near term, which yields the Village ‘comparable net’ income during this same time period with the key benefit of shifting ‘all other costs’ and associated operating risks to Levy/Manager. Further rationale includes:**

- (a) See analysis attached comparing both deal structures for the 1st 5 months of this year - the Village’s net, under a Commission structure, yields approximately 10% less net revenue (\$264K vs. \$293K) but carries none of the operating risks (ie. product costs, payroll, direct and indirect expenses etc).
- (b) Moreover, when the 2-3% replacement reserve is factored, a commission structure is essentially ‘equal’ to the management fee yield, as this reserve will be paid out of Levy’s net of the gross, not the Village’s.
- (c) Levy’s “Innovations Plan” is part of the new contract; it will spell out a new strategic direction for F&B (giving F&B “a voice or message” designed to enhance sales and patron experiences). There are 2 elements to this:
 - > “What to do” concepts and themes (however most of these will require capital supplied by the Village to implement).

- What Levy can do “within reach” of using minimal or no capital, just creativity from their marketing experiences. For example: Menu boards/marketing needs to be swapped out (as the ‘look’ of current stands, menu ‘strips’ is old and needs to be changed). Another involves painting the back walls of each stand to add color/warmth, vs the more institutional look that is present.

Under Commission format we believe Levy will be more proactive on implementing and maximizing the “within reach” initiatives, possibilities

- (d) Additionally, Global concurs a Commission structure is better for the Village due to its tenant situation and present mix of events, such as indoor football and ECHL events are focused on affordably hosting families and groups, so F&B sales will be more modest as compared to concerts. But from a F&B operating perspective, one must note that attendance at games widely ranges, especially hockey with its mid-week dates, thus F&B variable labor costs will be much higher (and more onerous to the operator) on a per cap basis. The same is true for other family events (Curious George, Dare to Share) with high attendance and low F&B sales.

Recommendations for contract under Commission deal structure

1. There are key concerns/opportunities for the Village/Global to address in the contract under a Commission fee structure:
 - Nothing provided “at cost” anymore (ie. Chamber Breakfast) as Levy will build in a profit margin to any ‘cost only’ events. This may be problem for small events, non-profits/charities and Village-sponsored functions and might be more difficult to do cross-promotions or all-inclusive etc. Need to be able to ‘buy out’ Levy for special events.
 - Less ‘control’ of operation anticipated and Levy shoulders cost of all support, might cut corners or “run too lean” so Village/Global should have final say in staffing levels and what stands are open etc.
 - Cost allocations are not reported, less auditable financial reporting. In addition to receiving a detailed payroll register monthly, the Village should require copies of all indirect expense, smallwares, uniforms and equipment rental, repair and maintenance invoices etc.
 - It’s also vital that the definition of ‘gross’ keeps all concourse F&B revenue streams (club, loges, chef’s table’s etc) at ‘concession’ commission levels versus premium/catering splits, which are significantly less.

LEVY - BACKGROUND DISCUSSION

- Food and Beverage is a vital ancillary revenue source but historically, under CCO, not all that profitable. Foreclosure and the Village/Global's interim relationship with Levy has helped reverse these financial trends. There were, however, other factors negatively affecting Levy's ability to drive sales, maximize departmental income potential:
 - Historically, CCO never provided any strategic direction for F&B and Levy. CCO would not let Levy play any "offense" only defense - forcing Levy to compromise standards, aspects of its service and operating methods.
 - Levy proposed many creative ideas and initiatives that were not implemented by CCO (per discussion and handout in 12/22/09 meeting with Village [attached]).
- Once we became aware of restrictions by CCO, the Village/Global instructed Levy in January to 'unwind' these directions when practical and economically sound.
- During 'interim' period, there was conscious movement for Levy to go back to its roots; Village wanted to ensure Levy's core standards and procedures were implemented and they were positioned to "do what they do best".
- Simultaneous with venue management RFP, the Village solicited proposals from Ovations and Levy, both offered similar 5% fixed fee, no-risk deals. The Village countered by seeking a 'commission' fee structure with both firms. Levy offered options, Ovations passed.

Examples of Levy "getting back to basics" since Village/Global takeover

CCO - Previous

- Eliminated beer bottle purchases, only kegs.
- Chef's Table was 'event themed' but unpopular offerings mandated.
- Told to use 'Thin' Crust.
- No expense provided in order to annually change catering menus.

Today

- Increased beer selection in Amcore Club, 12oz. Bottles now at portables.
- Proven 'Top 10' offerings like Big Dogs, more \$ value for Table offerings.
- Only thick crust pizza.
- All menus changed (expense was minimal).
- The interim period has given a chance for Global and Levy to establish a new working relationship. We have observed:
 - A unified collaboration on hosting each event. Ben Gibbs and Yousuf Ahmed work very well together, they are a good pairing and off to terrific start.

- On balance, creativity has been restored, F&B serving locations (inside and outdoors) upgraded and offerings have been more targeted to event demographics.
 - Chef Tables/portables have been repositioned to maximize location in relation to concourse traffic, this have positively affected per caps.
- But, can do “more” going forward (joint marketing, sponsorships, innovations, etc.).

Proposed Agreement offers framework to ‘activate’ its partnership with Village/Global

- The interim period has proven there’s opportunity to overcome current economic conditions and improve concession sales, patron experiences and premium seating/group sales hospitality programs.
- Levy’s new agreement is designed to commit the company as a more tactical partner going forward.
- Agreement also provides choice of 2 fee structures; both financial alternatives offer Village/Global flexibility to react to changes in national retail concession trends and in handling needs, preferences of SCA patrons and promoters.

Levy’s New Contract also provides “Innovations” strategic plan element

- Agreement also takes advantage of Levy’s corporate marketing, design and creative forces to program a “new F&B vision” to realize SCA’s full potential.
- Levy required to submit “Innovations Plan” that will spell out a new strategic direction for F&B (giving F&B “a voice or message” designed to enhance sales and patron experiences). There are 2 elements to this:
 - “What to do” concepts and themes (however, most of these will require capital to implement).
 - What Levy can do “within reach” of using minimal or no capital, just creativity.

Examples - potential “what to do” concepts*

- Improve way finding and signage in Concourse and Stairs (to help drive people to the stands, portables and Amcore Club before an event starts.
- Implement more ‘Party Decks’ - to accommodate larger group sales.
- Convert Upper Level Suites to Theater Box concept (Village needs to recognize change in corporate hospitality/spending trends, new concept maximizes ticket manifest / F&B revenue per seat).

* Implementation of above *will require capital to implement*

Examples - potential “within reach” concepts*

- Menu boards/marketing (‘look’ of current stands, menu ‘strips’ is old and needs to be changed).
- Paint the back walls of each stand to add color/warmth, less institutional look.
- Add power to Loges and along concourse walls, so food/beverage can be kept warm/cold easier and ‘better’ visual presentation of food.
- Sell sponsorships to pay for signage/stand renovations (ie. sponsor ‘themes’ stands with their look and product brand).

* *‘within reach’ means little or no capital required*

Levy business deal discussion

- Most mid-size arena F&B contracts fall into two (2) distinct financial relationships: **Management Fee** or **Commission** deals.
- **Management Fee** is current interim arrangement and previous deal structure with CCO; similar in concept to Global’s venue operating agreement:
 - The Village funds 100% of the cost of F&B operations and assumes 100% of all possible risks.
 - Levy receives five percent (5%) of the net revenues earned and is eligible for an incentive fee.

Management Fee - Pros & Cons

Pros:

- Management Fee awards Village with the most upside potential as it retains the majority percentage of the profit and keeps all the decision making authority.
- This operating model provides Village/Global Spectrum absolute control and flexibility with promotions, products, and staffing. The Village has final approval for all food/beverage & retail products and prices, staffing levels, promotions and use of locally branded concepts.
- Fixed Management Fee approach is preferred contractual arrangement for Concessionaires; typically it involves no risk taking, as owner fronts funds to pay all operation costs.

Cons:

- Under current fixed management fee (5%) deal, the best financial upside to Village does not kick in until gross F&B sales top \$2M annually. At that point, on average, Village receives close to 40% or more of net profits. As example, this past May, Village received 41.7% of net profits (approximately \$80,000 on sales of \$192K).
- When business is off or sales decline, fixed monthly overhead expenses are still incurred and paid by Village. Additionally, SCA seasonal - summer offers minimal events/attendance, so it's possible that one-half the profits of May can be lost from late June through Labor Day.
- Time consuming to 'oversee' third-party operator, determine how costs allocated and demonstrate how Village or Global would 'manage' their costs.
- Desirable to maintain insight, review costs/payroll/inventory.

Commission Fee - Pros & Cons

Pros:

- Commissionable deals are also referred to as "P/L accounts" where the Concessionaire takes on all operating risk and the Owner receives negotiated percentages of gross sales (by product or service).
- Levy's 'incentive' to maximize the gross is built into the deal structure and Village does not have to worry about how costs/allocations affect the 'net'.
- Levy will 'measure' bottom line of any giveaways or inclusive offerings, when they are more accountable to earn a profit. If projected to lose money, they will say "no".

Cons:

- Levy shoulders cost of all support (might cut corners or "run too lean").
- Nothing provided "at cost" anymore (i.e. Chamber Breakfast), they will build in a profit margin to any 'cost only' events. This may be problem for small events, non-profits and Village-sponsored functions and might be more difficult to do cross-promotions or all-inclusive etc.
- Less 'control' of operation anticipated.
- Village will leave some income "on the table".

Summary - Levy deal alternatives

Fixed Management Fee

Pros:

Owner has total control and maximum flexibility on pricing, product and service delivery.

Cons:

Operator's operational costs and possible profit margins are 'built in' proforma which is difficult to disseminate and control. More management supervision is required. Profit level fluctuates, not guaranteed and Owner responsible for all costs, capital improvements.

Commission Fee

Pros:

Operator has built in incentive to maximize highest gross sales and customer satisfaction. Revenue and income to Owner more 'certain' without operational costs or risks.

Cons:

Potentially less input into pricing, product, and service levels. Concessionaire has higher profits if it spends less. Requires more collaboration and very dependant on event load improvement to achieve high(est) return to Owner. Reluctance to do events 'at cost'.

EXECUTION COPY

COMMISSION FEE AGREEMENT

BY AND BETWEEN

**VILLAGE OF HOFFMAN ESTATES,
AS OWNER**

AND

**LEVY PREMIUM FOODSERVICE LIMITED PARTNERSHIP,
AS MANAGER**

DATED: September __, 2010

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COMMISSION FEE AGREEMENT

This Management Agreement ("Agreement") is entered into as of this ____ day of September, 2010 (the "Effective Date") by and between, Village of Hoffman Estates, an Illinois Home Rule municipal corporation ("Owner" or "Village") and Levy Premium Foodservice Limited Partnership, an Illinois limited partnership ("Manager").

RECITALS

1. Owner owns the arena currently known as the Sears Centre Arena (the "Arena"), located at 5333 Prairie Stone Parkway, Hoffman Estates, Illinois 60192.

2. Owner also owns the exclusive right to determine who shall operate the food and beverage concession services within the Arena, which consists of approximately 11,800 seats, including Club area and seats, Loge boxes/lower level Suites, and upper level Suites and Prairie View Lounge.

3. The Arena includes food service operations in the areas described as premium areas (the "Premium Areas") and general concession areas (the "General Concession Areas") listed on Exhibit "A", which is attached hereto and incorporated herein. The Premium Areas and the General Concession Areas and any other areas within the Arena at which food or beverages are sold are herein collectively called the "Food and Beverage Areas."

4. Manager and its affiliated and related entities are in the business of developing, owning and managing restaurants and other food service facilities.

5. Owner desires to engage Manager, and Manager desires to be engaged by Owner, pursuant to the terms of this Agreement, to exclusively manage all of the food and beverage concession services within the Arena, including Food and Beverage Areas, during the duration of this Agreement.

6. Manager desires to render certain management and operational services for the Food and Beverage Areas, all as more fully described in this Agreement.

7. The parties agree that this Agreement shall initially be based on a "Commission" basis, however, pursuant to Paragraph 33, this Agreement may be converted to a Management Fee Agreement as contained in Exhibit "F".

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Representations

(a) Owner's Representations to Manager. Owner hereby represents to Manager as follows:

(i) that it has been validly formed and duly exists as a home rule municipal corporation under the Constitution of the State of Illinois, and that it is duly qualified to do business in the State of Illinois;

(ii) that it owns the Arena, and it has the full right, power and authority to grant the exclusive right to manage the food and beverage concessions throughout the entire Arena, including, but not limited to, the right to engage Manager to provide the management and operational services described in this Agreement;

(iii) that it is not prevented from entering into this Agreement or complying with its commitments hereunder by its charter or by-laws, by any statute, regulation or order of any governmental authority;

(iv) that it is not prevented from entering into this Agreement or complying with its commitments hereunder by any statute, regulation, order of, or agreement with, governmental or quasi-governmental authority or by any license, debt instrument, mortgage, lease, contract or other agreement or instrument binding it or any of its property;

(v) that it is duly authorized to enter into this Agreement and has taken all necessary action to obtain such authorization and that no further consent of, or notice to, any other individual (including, but not limited to, the corporate authorities), lending institution, private entity, or governmental authority is required in connection with the execution, delivery, and performance of this Agreement;

(vi) that this Agreement constitutes a legal, valid and binding agreement, enforceable by Manager against Owner in accordance with its terms;

(vii) that the party executing this Agreement on behalf of the Owner has full right, power and authority to execute this Agreement binding Owner to the terms hereof;

(viii) that in Owner's future suite lease agreements with all suiteholders, there will be a provision that suiteholders are responsible for all suiteholders, guests and invitees that drink alcohol in the suite to drink responsibly. Owner will use reasonable efforts to require all suiteholders to indemnify, and hold Manager harmless, as well as release Manager from any liability whatsoever based on the actions of the suiteholder and its guests and invitees; and

(ix) Owner has engaged Global Spectrum LP to operate and manage the Arena ("Arena Manager"). Unless otherwise instructed by Owner, Manager shall report to the Arena Manager to act on its behalf in carrying out the terms of this Agreement.

(b) Manager's Representations to Owner. Manager hereby represents to Owner as follows:

(i) that it has been validly formed and duly exists as a limited partnership under the laws of the State of Illinois, and that it is duly qualified to do business in the State of Illinois;

(ii) that Levy GP Corporation is the general partner of the Levy Premium Foodservice Limited Partnership and has the full power to sign and bind Manager to the terms of this Agreement;

(iii) that it is duly authorized to enter into this Agreement and is not prevented from entering into this Agreement or complying with its commitments hereunder by its partnership agreement, by any statute, regulation or order of any governmental or quasi-governmental authority, or by any license, debt instrument, mortgage, lease, contract, or other agreement or instrument binding upon it or any of its property;

(iv) that it is duly authorized to enter into this Agreement and has taken all necessary action to obtain such authorization, and that no consent of, or notice to, any other individual, private entity or governmental authority is required in connection with the execution, delivery and performance of this Agreement;

(v) that this Agreement constitutes a legal, valid, and binding agreement, enforceable by Owner against Manager in accordance with its terms; and

(vi) that the party executing this Agreement on behalf of Manager has full right, power and authority to execute this Agreement and binding Manager to the terms hereof.

(vii) that, upon evidence of written consent by the previous owner of Arena to the reasonable satisfaction of Manager, Manager shall provide historic event attendance and Gross Receipts information for the benefit of the Owner and Arena Manager for the Food Service Facilities (as hereafter defined) at the Arena since its opening in October 2006 through the Effective Date.

2. Owner Delivery. The Parties acknowledge that Owner is delivering to Manager, for Manager's exclusive (except as otherwise provided herein) use at all times during the Term (as hereafter defined), a "turn-key" Food Service Facility as of the Effective Date, with no investment or capital required by Manager. Owner, through its own funds or through the

Replacement Fund (as hereafter defined) as applicable, shall be responsible for paying all costs, fees and expenses incurred in connection with the fixturing, equipping and finishing the Arena, including, but not limited to, the Food Service Facilities, now and at all times during the Term. Notwithstanding the above, Manager shall be responsible for maintenance and repair as hereafter defined.

3. Management Services.

(a) Food Service Facilities. Owner hereby retains Manager to operate and manage, on an exclusive basis (except as provided herein), the entire food and beverage service operations (collectively, the "Operations") for all events held or conducted in the Arena during the Term, including but not limited to, all catering throughout the Arena. In order to provide the services required of Manager hereunder, Manager shall also have the exclusive (except as provided herein) right and license to use all food preparation facilities located at the Arena including without limitation, the kitchens, pantry areas and other areas of the Arena described on Exhibit "B" attached hereto and made a part hereof (collectively, the "Facilities"). The Food and Beverage Areas, together with the Facilities, shall hereinafter be referred to as the "Food Service Facilities." In addition, Manager shall have the exclusive (except as provided herein) right and license to utilize all of the equipment in the Facilities, which currently existing equipment is listed on Exhibit "C" attached hereto and made a part hereof (as the same may be supplemented or changed from time to time) (the "Equipment").

(b) Manager's Rights in the Food Service Facilities. In order to enable Manager to fulfill its responsibilities under this Agreement, Owner hereby grants Manager the exclusive (except as provided herein) right and license to use all of the Food Service Facilities without hindrance or disturbance from Owner, or any individuals of entities claiming by, from, through or under any of the foregoing. In order to control the quality of the products and services sold at the Arena, to ensure the safety of the patrons and to protect Manager's exercise of the rights granted hereunder, Owner will prevent any other entities or individuals, from (i) the unauthorized use of all or any portion of the Food Service Facilities, and (ii) selling, anywhere in the Food Service Facilities, any Food and Beverage Items (as that term is defined below) except as provided herein. In addition, Owner hereby agrees to use its best efforts to prevent patrons from bringing any food, beverages, beverage containers or alcoholic beverages into the Arena.

(c) Owner shall reasonably designate the placement of all Food Service Facilities, whether temporary or permanent. Owner reserves the right to move temporary stands and Equipment in a reasonable fashion to facilitate the needs of other events. Nothing herein contained shall be held to limit or qualify Owner's right to a free and unobstructed use, occupation and control of the Arena or of Owner's right of ingress and egress to the Arena for itself, its licensees and the public.

(d) Discounted Sales. Owner and Manager hereby agree to the following discounted sales (collectively, the "Discounted Sales"), which shall not be included in Gross Receipts:

(i) Promotional and marketing catering, and catering for Owner or Arena Manager at fifty percent (50%) off of the full retail price. Such amounts shall be capped at \$50,000.00, measured at full retail price, each Contract Year; and

(e) Notwithstanding anything to the contrary in this Agreement, the following food services and areas are excluded from Manager's rights, however Manager may be required to provide these services when and as requested by Owner.

(i) Cotton Candy, Sno-Kones, or other mutually agreeable novelty items sold during any Feld or similar family entertainment event.

(ii) Vending machines placed in non public areas of the Arena.

(iii) Ethnic or other specialty foods not capable of being served by the Manager.

(iv) Arena Manager Offices.

(v) Parking lots or other areas outside of the demising walls of the Arena.

(vi) Sampling of food and beverage products in the Arena, when such sampling has been approved by the Arena Manager and is reasonable in scope and location and does not appreciably impact the Gross Receipts.

(vii) Backstage, dressing room, and locker room food service at Manager's cost plus fifteen percent (15%). All such sales shall be deemed Discounted Sales, which shall not be included in Gross Receipts.

(f) Notwithstanding anything in this Agreement to the contrary, the Village has the right to utilize the Operations for a Village community, ethnic, non-profit sponsored or tenant support oriented event up to five (5) times per Contract Year without the provisions of this Agreement being enforced or applicable. Additionally, Manager will be required to provide specialized, ethnic, or modified food and beverage Operations upon request of any licensee, when it has been approved by the Arena Manager as in the best interest of such licensee, and/or the Owner or is necessary to comply with the terms of the contract between the Owner and said licensee. If the Manager cannot provide for such a request, they will provide the client an option for buyout of use of the kitchen facilities. The Parties will mutually determine the calculation and terms of the buyout.

Under no circumstance, shall any third party use Manager's licenses, employees, or Equipment without prior approval of Manager which will not unreasonably withheld.

(g) Services. The management services (collectively, the "Services") to be provided by Manager shall include, without limitation, the following:

(i) Administration, management and direction of the day-to-day Operations in accordance with, and subject to, the further terms and conditions of this Agreement;

(ii) Procurement of all supplies, services and personnel which are necessary for the Operations, including personnel for the maintaining and operating of the Food Service Facilities and preparation and service of such food and beverage items as shall be proposed by Manager and reasonably approved by Owner ("Food and Beverage Items"), which Food and Beverage Items shall consist of, but not necessarily be limited to, food, alcoholic and non-alcoholic beverages, tobacco, candy and confections, but only to the extent that any of the foregoing may now or hereafter be legally sold at the Arena, in accordance with applicable laws, ordinances, rules and regulations;

(iii) Establish and, from time to time, review and/or modification of menus, portions and prices of the Food and Beverage Items as shall be proposed by Manager and reasonably approved by Owner; provided, however, (A) Owner shall not unreasonably withhold, condition or delay its approval of such menus, portions and prices, and (B) in the event that Owner fails to deliver to Manager within fifteen (15) days after submission of such menus, portions and prices, written approval or denial, such submitted menus, portions and prices shall be deemed approved. The parties agree that current menus and prices shall be as attached on Exhibit "D".

(iv) Providing and arranging for the maintenance and repair of all furniture, fixtures and equipment used in connection with the Operations and the maintenance of the Food Service Facilities in a clean, neat and sanitary condition at Manager's sole cost;

(v) Arranging for the addition to, and replacement or modification of, any Equipment or other element of the Food Service Facilities, the cost of such capital shall be borne first by the Replacement Fund (as hereafter defined), and then, if insufficient amounts are in the Replacement Fund, by Owner, such costs shall be subject to Owner's prior approval, such approval not to be unreasonably withheld, conditioned, or delayed. All equipment is and will remain property of Owner;

(vi) Consultation with Owner at such times as shall be reasonably appropriate for the purpose of eliminating operational problems and improving the Operations;

(vii) Arranging for the removal of all trash from the Facilities to various centralized collection points in the Arena, whereupon Owner shall be responsible for arranging for such trash to be properly and lawfully discarded; Manager is responsible for all Food Service Areas, and related sanitation of all such Food Service Areas, except for public restrooms;

(viii) Manager shall be required on a commercially reasonable basis, to modify its Operations upon the reasonable request of Owner, when it is required by Owner's agreement with any lessee of the Arena. Manager shall also be required to modify its Operations and meet the Owner's food service requirements if Owner obtains a specific event such as an NCAA tournament, political convention, the Olympics, non-profit events, or other similar national or international event;

(ix) Manager is responsible for complying with all applicable recycling rules, regulations, and laws of appropriate governmental bodies; Owner will endeavor to provide copies of same as they become available; and

(x) Any and all other services which Owner or Manager, in their joint reasonable discretion, deem appropriate in order for Manager to effectively manage and operate the Operations in a manner at least consistent with, if not better than, Manager's performance of comparable services at facilities similar to the Food and Beverage Areas.

(h) Owner Cooperation. Owner shall use its good faith, reasonable and diligent efforts at all times to cooperate with and assist Manager in (A) providing quality food and beverage services to patrons of the Food and Beverage Areas, and (B) achieving maximum Gross Receipts (as that term is defined below) for the Operations, and (C) maximizing labor efficiencies and customer service satisfaction for benefit of all Parties per the baseline staffing and Point Of Sale Templates as discussed herein.

(i) Manager Cooperation. Manager shall use its good faith reasonable and diligent efforts at all times to cooperate with and assist Owner in (A) providing quality food and beverage services to patrons of the Food and Beverage Areas, and (B) achieving maximum Gross Receipts (as that term is defined below) for the Operations.

(j) Manager shall commercially reasonably cooperate with Owner in securing video gambling devices. The installation and operation of said devices shall be at the sole discretion of the Owner. All Video Gambling Proceeds (as hereafter defined) at the Arena shall be excluded from Gross Receipts from the Operations and shall be deposited with the Owner. "Video Gambling Proceeds" shall include amounts received from video gambling machines, but shall not include any food and beverage revenue.

4. Projections of Gross Receipts; Capital Budget; and Innovations Improvement Plans. No later than September 1 of each year during the Term (or such other period upon which Owner and Manager shall mutually agree), Manager shall supply Owner with a copy of Manager's projections for anticipated Gross Receipts (the "Gross Receipts Forecast"). Such Gross Receipts Forecast shall be detailed by event type and the per cap expenditure per event, along with comparisons to such historic information. Manager shall also supply a budget (the "Capital Budget") for any recommended capital expenditure projection for five (5) years (the cost of which shall be borne exclusively by either the Replacement Fund or by Owner) to be made during such year to add to, replace or modify any of the furniture, fixtures or equipment to be included in the Food Service Facilities, which Capital Budget shall be subject to Owner's approval, which approval shall not be unreasonably withheld, conditioned or delayed. No less than once each month, Manager shall provide Owner with a statement of the actual Gross Receipts for the prior month in comparison to the applicable sales projection, together with an appropriate explanation from Manager about any significant variances between the projected Gross Receipts and the actual Gross Receipts. Additionally, within forty-five (45) days upon execution of this Agreement, Manager shall provide Owner its Innovations Improvement Plans, which provide for concession stand signage and marketing/improvement strategies and other food service design and construction recommendations for the Arena. Innovations shall conduct on-site visits and meetings with Owner semi-annually.

5. Conduct of the Operations.

(a) General. Manager agrees that it will conduct the Operations diligently and in good faith so as to maximize Gross Receipts and to promptly and courteously serve the patrons of the Food and Beverage Areas at a high quality level customarily followed in the conduct of similar Operations. The hours and days of operation during which the Food Service Facilities shall be open shall be proposed by Manager and reasonably approved by Owner. Manager's employees, except Manager's Director of Operations, shall only be at the Arena for events (set up and wind down), and shall not be required to be on-site during non-event days. A full time Director of Operations shall be on-site at all times, subject to vacations and occasional support at other locations of Manager.

(b) Compliance with Laws, Policies and Programs. In connection with the conduct of the Operations, Manager shall in all material respects comply with and observe all applicable federal, state and local laws, ordinances, regulations, orders or directions (including, without limitation, fire, building, health and sanitation codes and regulations) with respect to its Operations and the sanitation and purity of the Food and Beverage Items, provided that nothing herein shall be interpreted to hold Manager responsible for such compliance as it relates to areas of the Arena other than the Food Service Facilities in which Manager prepares or provides food and beverages. If the Owner or any change in the current law requires material changes to the alcohol policy in the Arena as compared to the alcohol policy in the Arena on the date hereof, then upon request of Manager, Owner hereby agrees to re-negotiate in good faith such business terms in this Agreement as directly relate to such change.

(c) Condition of the Food Service Facilities. Manager agrees to use reasonable efforts to conduct the Operations in such a manner so as to reasonably preserve the condition of all areas of the Food Service Facilities in the same condition as of the date of this Agreement to which Manager shall have access in the course of the performance of its obligations hereunder. Manager agrees to keep the Food Service Facilities and all other areas to be utilized by Manager, neat, clean and in a sanitary condition, and to follow all reasonable and appropriate directions of Owner with respect thereto.

(d) Compliance with Manager's Rules. Manager shall operate in accordance with Owner's written rules and regulations for the Arena.

(e) Sponsorship. Manager and Owner recognize the value of securing sponsorship relationships for the Arena. Owner shall have the exclusive right to enter into any sponsorship agreements with corporations with respect to food and/or beverage products that are offered in the Arena ("Sponsorship Agreements"). Parties acknowledge such current Sponsorship Agreements as of the date of this Agreement, as attached hereto as Exhibit "E". At Owner's request, Manager agrees to provide Owner with introductions to Manager's food and beverage vendors that may be interested in having their products exclusively served or sold at the Arena in exchange for marketing and/or rights fees. Notwithstanding the foregoing, Owner will ensure that such Sponsorship Agreements do not impair the quality of the Food and Beverage Items served by Manager (as compared to comparable items served at other similar venues in which Manager or its affiliates provides food and beverage service) or increase the costs for such items (as compared to the Manager's pricing or what Manager would normally pay through its own distributors for comparable items of similar size and quality). Owner and Manager agree that they will not compromise the quality of the Food and Beverage Items served in the Operations in order to secure a sponsorship. In the event Owner has a Sponsorship Agreement, or decides to enter into a Sponsorship Agreement (or enters into any other relationship) that increases the costs that Manager incurs, then Owner shall allow Manager to increase pricing to offset the cost increase. In order for Manager to provide Owner with high quality Food and Beverage Items and in order for Manager to maintain the high standards of operations that it requires, Manager shall purchase inventory, equipment, and services from various sellers and vendors selected by Manager in its sole discretion (each, a "Vendor"). Purchases from Vendors shall be made under such terms Manager deems acceptable in its sole discretion ("Vendor Terms"). All Vendor Terms are the exclusive obligations and property of Manager. Owner does not have any liability under, or any right to, any Vendor Terms, and no Vendor Terms will reduce or otherwise affect the amount or performance of Owner's obligations. Manager covenants that the Vendor Terms will not impair the quality of the Food and Beverage Items served by Manager (as compared to comparable items served at other similar venues in which Manager or its affiliates provides food and beverage service). The foregoing shall be in accordance with any applicable federal, state, or local statute, law code, regulation, or ordinance.

(f) Safety. Manager shall be responsible for developing and maintaining the necessary and applicable measures for the safety of the Food Service Operations.

(g) Equipment Set Up/Tear Down. Manager shall provide, set up and remove tents, portable carts, stands, Equipment and Ancillary Items for Food Service Operations. Manager shall be responsible for setting up and tearing down all portable equipment.

(h) Vending Machines. Vending machines may only be used at the times and locations prescribed by Owner.

(i) Table Coverings. The use of table coverings other than cloth must be approved in advance by Owner.

(j) Manager shall make available to Owner for review Manager's standard operating procedures.

(k) Manager shall provide Owner with creative services and marketing support from its corporate Innovations department, including bi-annual on-site visits with the Owner, and no less than twice annually Manager will conduct, at its own expense, customer surveys and mystery shopper reports and review the metrics/results with Owner.

(l) Manager will assist Owner in creating more value for its premium seating rights holders through inclusion of 25 Pearl memberships, as long as Manager is engaged in such program. This will be value added and at no overhead allocation or chargeback to the Owner. However, direct costs for specific program benefits (such as golf tee times, tickets for other events in the Chicago area, etc.) will be borne by the Owner or Arena rights holder user.

(m) Manager shall apply for and install video gambling, as requested by Owner and allowed by law, all at Owner's sole cost.

6. Inspection and Approval. Manager shall propose, and Owner shall have the right to approve or reject (such approval not to be unreasonably withheld, conditioned, or delayed) the following: (a) areas in which product may be sold; (b) areas in which alcoholic beverages may be sold; (c) dates and times sales areas may and shall be open for business; (d) number of sales areas that must be open for each event; (e) which items may be offered for sale; (f) the brand, quality and quantity of all food and beverages offered for sale; (g) the price of all items offered for sale; (h) design of employees' uniforms including colors; (i) the manner of use of callers, hawkers, signs or other means of calling attention to or selling product; (j) the method used for the orderly control of patrons at the sales areas; (k) any change in the appearance of sales areas; (l) maintenance and clean-up procedures and materials; (m) the number, type and placement of vending machines; (n) size, type and placement of any temporary or movable stands; (o) distribution of hawkers in public seating areas; (p) the Director of Operations and Executive Chef; and (q) the installation, placement, and operation of gambling devices.

7. Sale and Delivery of Food and Beverage Items. Manager covenants that it shall use commercially reasonable efforts to have available for sale in the Food Service Facilities sufficient quantities and varieties of Food and Beverage Items and to provide sufficient and competently trained personnel so that the Operations shall yield the maximum Gross Receipts and Net Receipts commensurate with the opportunities presented. All Food and Beverage Items sold by Manager, and the manner of serving and selling the Food and Beverage Items, shall be of a high quality. All deliveries of Food and Beverage Items and any other items used in connection with the Operations shall be made only at the times and through the locations in the Arena reasonably designated by Owner.

8. Product.

(a) Manager shall order, stock, prepare, pay for and sell appropriate food service items.

(b) Consumables shall be first quality, wholesome and pure, and all product on hand shall be stored and handled with due regard for sanitation.

(c) During all events at the Arena, the Manager shall post signs and provide menus advertising the prices of items offered for sale. The signs and menus shall not be of a gaudy or offensive nature and must be reasonably approved by Owner.

(d) The Manager and Owner or Arena Manager shall meet at least annually for the purpose of discussing the prices and product then in effect on the various items sold by Manager as provided herein. Additionally, on a seasonal basis, Manager must provide Owner with a competitive market pricing survey, including other facilities it manages in the area.

(e) Manager has ability to request increase in pricing for certain events, with approval by Owner, such approval not to be unreasonably withheld, conditioned, or delayed.

(f) Manager agrees to use reasonable efforts to identify local products and vendors to utilize throughout the Arena, where and as appropriate.

(g) Alcoholic beverages are to be offered for sale by the Manager to the extent permitted by applicable state and local laws, and subject to reasonable regulations established by Owner. Final decisions as to whether or not alcoholic beverages may be sold at an event or in any designated area of the Arena shall be made by the Owner. The decision to serve or refuse service of alcoholic beverages to any individual shall be the sole responsibility of the Manager. The expectation of Owner and Manager is that alcoholic beverages shall be sold at all events, other than community or family events or other events where the promoter prohibits such sale.

9. Employees and Agents.

(a) Conduct and Supervision of Employees and Agents. Manager agrees to hire, train, supervise and regulate all persons employed by it so that they are aware of, and practice, standards of cleanliness, courtesy and service required and customarily followed in the conduct of similar Operations. Manager shall use its reasonable, good faith and diligent efforts to instruct its employees to (i) be neatly and cleanly uniformed, (ii) maintain personal cleanliness, (iii) be polite and courteous, and (iv) with respect to non-management employees, wear identification badges that are (A) reasonable in light of identification and security concerns and (B) unobtrusive and consistent with the uniforms worn by the Manager's employees. Manager shall hire and at all times employ an experienced Director of Operations who shall be subject to Owner's reasonable approval from time to time and who shall be available to, and shall consult with and shall regularly report to Owner regarding the conduct of the Operations.

Notwithstanding the foregoing, in the event the Owner notifies Manager that it desires the removal from the Arena of any Manager's employees (other than the Director of Operations, which is addressed separately below) and sets forth in such notice the specific reasons for such request, Manager agrees to meet with representatives of the Owner to discuss the matter. Any decision to remove the individual shall be made by Manager, but in making such decision Manager agrees to act reasonably and take into account the views expressed by the Owner.

Manager shall assign to the Facility a competent and experienced full time Director of Operations and prior to Manager selection of such Director of Operations, Manager shall consult with the Owner with respect to the qualifications of the Director of Operations proposed by Manager. Owner hereby approves of Yousuf Ahmed as the current Director of Operations; hiring of any successor Director of Operations by Manager shall require the prior approval of the Owner, such approval not to be unreasonably withheld, conditioned, or delayed. Manager specifically acknowledges the importance placed by the Owner on the high caliber and continuity of the agreed upon Director of Operations and therefore, Manager agrees not to reassign the selected Director of Operations to another facility managed by Manager or its affiliates, or to another position within Manager or its affiliates' corporate organizations, during the first twenty-four (24) months after the Effective Date of this Agreement, unless such reassignment or change in position is pre-approved in writing by the Owner or due to personal reasons of the Director of Operations.

(b) Cooperation with Other Employees. Manager agrees to direct its employees to reasonably cooperate in the use of the Arena's facilities which are common to the Food Service Facilities and to other operations at the Arena. In this regard, Manager agrees to instruct its employees to cooperate in all other reasonable manners with all employees and agents of Owner and with third parties performing services at the Arena.

(c) Hiring and Employment Practices. Manager agrees that in the conduct of the Operations it will not discriminate or permit discrimination in its hiring or employment practices on the basis of any federal, state or local impermissible grounds.

Upon receipt of notice from Owner of any reasonable and significant objection to any of Manager's employees, the employment of such person will be discontinued and a suitable person will be promptly substituted; provided, however, the Owner acknowledges that its right to require replacement of an employee employed by Manager is expressly subject to considerations and restrictions imposed upon Manager by any federal, state or local statute, law, code, regulations, or ordinance by any collective bargaining agreement or other contract affecting such employee. Manager shall conduct a criminal background check for all full time managers and cash handlers employed at the Arena as a Manager expense. If requested, Manager shall conduct criminal background checks on part-time employees of Manager, at Owner's expense.

(d) Labor Relations. Notwithstanding anything in this Agreement to the contrary, Manager shall have the sole and exclusive right and authority to implement all matters relating to labor relations in the Food Service Facilities and with respect to the Operations, including, but not limited to, the determination of (i) the degree and methods of opposition (if any) to any union organizing efforts, (ii) all terms and provisions of any collective bargaining agreement(s), and (iii) counsel and consultants to be utilized in such efforts.

(e) Training. Training for all Manager's employees, agents and approved subcontractors shall include at a minimum, a state or local certified alcohol awareness program, the Manager's customer service programs, skills training for each position, and buffet and wine service, if applicable. Manager warrants that its Director of Operations and Executive Chef personnel will each be experienced in their respective areas, with a minimum of two (2) years of prior experience in food service at a public events or restaurant facility, unless otherwise consented to by Owner.

(f) Status. All Food Service workers are employees of Manager.

(g) Subcontractors. Manager may not subcontract any food service without the written approval of the Owner, such approval not to be unreasonably withheld, conditioned, or delayed.

(h) Drugs. Manager agrees that in the performance of this Agreement neither Manager nor any of Manager's employees shall engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity related to the Arena. Owner reserves the right to request a copy of Manager's Drug Free Workplace Policy.

(i) Staffing. The Director of Operations and representatives of Owner shall consult regularly, with reference to the Operations of Manager, to review such Operations to provide services in a proper manner for persons attending the Arena. Manager shall provide Owner with "Staffing Point Of Sale Templates" by event type and projected attendance, to include ratio of servers to stands, suites, loges, etc., combined with the appropriate number of permanent and portable concession locations to be open so the Parties will be in agreement as to an expected baseline of personnel and stand coverage

during particular events. Manager shall propose and Owner shall have approval (such approval not to be unreasonably withheld, conditioned, or delayed) regarding all staffing levels and what Food Service Facilities will be opened or closed for each event. Manager shall be responsible for direct contact with all suite and loge holders to solicit pre-event orders.

(j) Management Staffing. Provided that the number and quality of events justifies such management staffing in Manager's reasonable opinion, the parties agree during primary booking months (January through June and September through December), a core management team consisting of the Director of Operations, Concessions Manager, and Executive Chef will be present on a daily basis, subject to vacations and occasional support of other locations of Manager. All other months (July and August), the Director of Operations, will be on-site each week. The Manager will use reasonable efforts to maintain a consistent management team.

10. Licenses and Permits. Manager shall obtain and use commercially reasonable efforts to maintain in force during the Term, all required food, alcohol and other licenses and permits and renewals thereof and shall cause to be paid all fees and taxes which may be due and owing from time to time to federal, state or municipal authorities incidental to the Operations. Manager shall be the named licensee under all such licenses and permits and Owner shall do all acts or things that are necessary in order for Manager to obtain all such licenses and permits. Throughout the Term, Owner, at its sole cost and expense, shall maintain all other licenses and permits which may be required for the Operations of the Arena. At all times, the parties shall comply with the restrictions, rules and conditions of all such licenses and permits. In accordance with Village Code, Manager shall also offer regular alcohol awareness and training programs and updates to all relevant employees.

11. Collections and Payments of Taxes and Other Items.

(a) Payment of Taxes; Filing of Sales Tax Returns. Manager agrees to timely pay, from Gross Receipts, all sales, excise, employment and similar taxes relating to the Operations. Manager agrees to file separate sales tax returns reflecting only the Operations, it being understood that such returns shall be filed separately from all other sales tax returns required to be filed by Manager. Manager shall provide Owner with copies of the sales tax returns as filed by Manager within thirty (30) days of filing with the applicable taxing authority.

(b) Billing Practices and Procedures. Manager shall not be required to extend credit to any party, including the Owner. Owner acknowledges that credit cards are the only form of credit payment accepted in the Arena.

(c) Cash Handling and Cash Management Policies. In connection with the conduct of the Operations, Manager agrees to employ reasonable and appropriate internal control procedures to protect against the misappropriation of cash funds, which procedures shall be subject to the reasonable approval of Owner. Manager shall permit Owner to review written cash management policies. In addition, Manager agrees to

deposit all cash Gross Receipts in a federally-insured depository institution. Any cash shortage above ½ of 1 % (0.005) of Gross Receipts in the aggregate is the sole expense of the Manager and may not be deducted from Gross Receipts.

(d) Replacement of Equipment. In addition to providing Owner with the annual Capital Budget, Manager shall be responsible for consulting with Owner with respect to the purchase of all necessary replacements to furniture, fixtures and equipment and for the purchase of additional furniture, fixtures and equipment, the entire cost of which shall be approved (such approval not to be unreasonably withheld, conditioned, or delayed) and borne by Owner. In addition, Manager shall consult with Owner regarding the purchase of additional Equipment, the cost of which shall be borne by Owner if there are insufficient amounts available in the Replacement Fund. Manager shall establish and fund a replacement fund for the purchase of new food service equipment, which shall equal (the "Replacement Fund") two percent (2%) of Gross Receipts (as hereafter defined).

12. Maintenance.

(a) Routine Maintenance. Manager shall provide for and pay for as a Manager Expense "Routine Maintenance," which is defined as the provision of all labor and materials which are required to (i) keep the Food Service Facilities and Equipment in good, sanitary order and repair which is of a routine, regular and predictable nature, (ii) keep the Food Service Facilities clean and free of debris, and (iii) repair, maintain or replace components or parts (but replacement of entire items shall be Owner's cost and responsibility, as specified in 11(d) above) as required. "Routine Maintenance" shall include but shall not be limited to the following;

(i) perform or arrange for all reasonable preventive or routine maintenance that is stipulated in operating manuals for the Food Service Facilities and Equipment as regular, periodic maintenance procedures for items solely used in the Operations;

(ii) clean, touch up paint and provide or arrange for normal day to day maintenance and repair for Food Service Facilities and Equipment for items solely used in the Operations;

(iii) provide or arrange for daily janitorial service for the Operations;

(iv) provide or arrange for monthly pest control service for Food Service Facilities and Equipment for items solely used in the Operations;

(v) provide or arrange for all sanitation and maintenance of Food Service Facilities and Equipment as approved by Manager to ensure a high standard of sanitation, including but not limited to; depositing in centralized receptacles provided by Owner, all waste, garbage and refuse which shall accumulate in the Food Service Facilities, remove from the Food Service

Facilities all trash and garbage, clean empty and sanitize on a regular basis all garbage receptacles, and remove all grease on a regular basis to avoid collection and spillage, and store grease in receptacles provided by Manager as designated in the approved plans and take all precautionary measures to assure that grease is not discharged into the sewers;

(vi) perform or arrange and pay for as an expense of Manager for repairs to Food Service Facilities and Equipment to keep and maintain the Food Service and Beverage Areas and Equipment in a first class state of the art (of similar size and age) arena. Replacement of the Equipment and Foodservice Facilities shall be made out of the Replacement Fund or at Owner's expense, subject to Owner's reasonable approval, to maintain the standards in Section 2 above; and

(vii) protect or arrange for protection of all carpeted floor areas with rubber or plastic lining when setting up portable stands, bars or service areas. Manager will be responsible for carpet damage caused by the sole gross negligence of its employees, its subcontractors or agents. Manager will also be held responsible for damage to utility floor pockets caused by the sole gross negligence of its employees, its subcontractors or agents.

(b) Log. Manager shall maintain a log book of all repairs. A copy shall be made available to Owner for review upon request, and a copy will be submitted to the Owner at the end of each Agreement Year.

(c) Miscellaneous. The Owner may require the use of their in-house maintenance staff for the repairs and maintenance if it is in the Owner's best interest (provided it is competitively priced). Manager and Owner will be responsible for tagging all Equipment. Manager cannot dispose or relocate any Equipment or furniture from the premises without written permission of the Owner.

13. Use of Facilities.

(a) Access to Facilities. Access to the Food Service Facilities shall be limited to the authorized representatives of, and other persons designated by, Owner and Manager for the purpose of the reasonable exercise of Owner's and Manager's rights and obligations hereunder.

(b) Signs, Displays and Advertising. Manager agrees that all signs and displays, and the content and graphics thereof, to be utilized by Manager at the Arena shall be subject to the prior reasonable approval of Owner. Manager may use its name and logo and that of any affiliate of Manager, Owner and the name by which the Arena is known in the signage, displays, menus and similar items used in connection with the Operations. In addition, Manager may, in a reasonable and tasteful fashion, including by use of relevant names and logos, promote its affiliation with the Owner, and the Arena and the services provided by Manager under this Agreement in Manager's and its affiliates corporate stationery, brochures and similar promotional material. Manager must

also ensure that all of its signage, graphics, logos are consistent with and do not violate any sponsorship, Naming Rights Agreement, advertising or exclusivity clauses applicable to the Arena at no cost to Manager.

(c) Parking. Owner shall provide to Manager, free of charge, forty (40) parking spaces, located reasonably proximate to the Arena and the Food Service Facilities, for Manager's employees and vendors.

(d) Office Space and Equipment. Owner shall provide to Manager sufficient office space and equipment for Manager's employees (e.g., chefs, sous chefs, Director of Operations) to manage the Operations, which shall include, but not be limited to, furniture, phone systems, HVAC, electricity and lighting. Costs for such items shall be the sole expense of Owner. Manager acknowledges sufficiency of existing facilities as of the Effective Date. Owner shall provide the existing copier in good working order at no cost to Manager, and Manager shall pay for the repair and maintenance for the existing copier it predominantly uses on the lower level of the Arena.

(e) Utilities. Owner shall be responsible to pay and provide for all utilities and related costs.

(f) Owner Taxes. Owner shall be responsible to pay any real and personal property taxes, if any, related to the Food Service Facilities.

14. Definition of Gross Receipts. As used in this Agreement, the term "Gross Receipts" shall mean the total of all amounts actually collected from patrons of the Arena generated from the rights granted herein, actually collected, including the Operations pursuant to the terms of this Agreement sold in or delivered from the Food and Beverage Areas by Manager, its employees or agents, including the amount received by Manager from subcontractors (including any service charges and gratuities income received from subcontractors); provided, however, Gross Receipts shall not include any (i) service charges, Discounted Sales or gratuities, (ii) any service or discount charges on credit or debit card sales, (iii) amounts not received by Manager due to bad debt, including accounts receivable and credit card bad debt, or (iv) any city, county, state or federal use, excise or similar tax imposed on the sale or use of the Food and Beverage Items collected and paid to applicable taxing authorities by Manager. Gross Receipts shall include amounts received from the sale of goods at the Arena, as well as amounts received from orders taken or received at the Arena (regardless of where such orders are filled). Notwithstanding the above, should Owner approve a service charge greater than 18%, such incremental portion shall be deemed to be included in Gross Receipts.

15. Commissions. As consideration for Owner's grant of the exclusive rights and privileges to Manager pursuant to this Agreement, and as the sole compensation due and owing from Manager to Owner, Manager agrees to pay Owner the following percentages of Gross Receipts generated during each Contract Year; provided, however, it is expressly understood that the increasing percentages referred to herein shall be incremental and shall not be retroactive to the first dollar of the Gross Receipts derived (collectively, the "Commissions"):

Concession and Vending Food and Beverage Items sold in the Arena (including concessions food tables, the Club, and the Bridge Level concession stands) except as otherwise provided herein

Amount of Gross Receipts	Percentage of Gross Receipts Paid to Village
0 - \$1,500,000	30%
\$1,500,000.01 - \$2,000,000	35% (on the increment)
More than \$2,000,000	40% (on the increment)

Premium Food Items and Beverage Items sold in Upper Level Suites, Group Sales Catering, and Prairie View Lounge

Amount of Gross Receipts	Percentage of Gross Receipts Paid to Village
0 - \$300,000	15%
\$300,001 - \$500,000	17.5% (on the increment)
More than \$500,000	20% (on the increment)

Food and Beverage Items sold in the Loge area (lower level suites)

Amount of Gross Receipts	Percentage of Gross Receipts Paid to Village
0 - \$50,000	20%
More than \$50,000	25% (on the increment)

Manager shall pay a 50% Commission to the Village of the amount received by Manager from subcontractor receipts. The Commission amount for any food service in the parking lots or any off-site catering shall be mutually determined on a case-by-case basis.

All amounts in the left column above shall be increased on May 1, 2012 by the increase in the Consumer Price Index with May 2010 as the base period: The "Consumer Price Index" (CPI-U) for Chicago-Kenosha-Gary-All Items, as published by the United States Department of Labor, Bureau of Labor Statistics or such other successor or similar index. The Consumer Price Index for any particular year is capped at three and one-half percent per Contract Year (3.5%).

16. Accountings.

(a) Accountings; Payment of Commissions. Within fifteen (15) days following the last day of each month ("Accounting Period") during the Term, Manager shall provide Owner with a statement (the "Interim Accounting") detailing all Gross Receipts from the Operations generated during such month (separated by area), together with a statement of the applicable Commissions due for such Gross Receipts (collectively, the "Statement"). When Manager delivers the Statement, Manager shall also pay to Owner the appropriate Commissions for such month and shall include a reconciliation of the Replacement Fund. The Replacement Fund shall be disbursed consistent with the requirements of this Agreement. Owner shall have the right to withhold any amounts from any amounts Owner may owe Manager until made whole. Within sixty (60) days following the conclusion of each Contract Year during the Term, Manager shall provide Owner with a review certified by Manager's Chief Financial Officer setting forth the calculation of the annual Gross Receipts (separated by area), and

the total Commissions due for the applicable period. At any time during the Term, and for a period of two (2) calendar years thereafter, Owner and its designated representatives shall have the opportunity, at their sole cost and expense (subject to the provisions set forth below), to inspect the books and records of Manager solely and directly related to the financials of this Agreement to verify figures contained in each Statement or Final Statement, as the case may be. In the event that Owner disputes such figures, Owner shall deliver a written notice of such dispute to Manager ("Dispute Notice"). If Owner and Manager are unable to resolve such dispute within ninety (90) days following the delivery of the Dispute Notice, Owner and Manager shall immediately submit the dispute for resolution to a nationally recognized certified public accounting firm to be mutually agreed to by Owner and Manager (the "Accounting Firm"). If no agreement can be reached, each party shall propose a nationally recognized certified public accounting firm and the choice shall be made by the flip of a coin. The determination of Gross Receipts and Commissions in accordance with the terms hereof made by the Accounting Firm after a full and complete inspection of Manager's books and records shall be final and binding upon the parties. If the Accounting Firm determines that the computation of Gross Receipts or Commissions contained in any Statement or the Final Statement as the case may be, is inaccurate and not previously corrected, then either Owner shall promptly pay to Manager, or Manager shall promptly pay to Owner, such amount as is necessary to reflect the adjustment of Gross Receipts or Commissions based upon the Accounting Firm's determinations (the "Adjusted Amount"), provided, not previously collected. If the Accounting Firm determines that the computation of Gross Receipts or Commissions contained in any Statement or the Final Statement, as the case may be, is understated by the greater of (i) \$15,000.00 or (ii) two percent (2%) or more, then, in addition to the Adjusted Amount, Manager shall pay the entire cost of the Accounting Firm's engagement, plus a late fee equal to the prime rate of interest (as listed in The Wall Street Journal). In all other events, the cost of the Accounting Firm's engagement and the costs of Owner's inspection of the books and records of Manager shall be borne by Owner.

(b) Owner's Payment to Manager. Owner shall pay Manager for any and all amounts owed by Owner to Manager within thirty (30) days of the receipt of the invoice. If such payment is not received within thirty (30) days of receipt of the invoice, all such outstanding amounts shall accrue interest at the prime rate (as listed in The Wall Street Journal) plus two percent, from the date of receipt of the invoice to the date of payment until all outstanding amounts are paid in full and Manager shall have the right to withhold any past due amounts (plus all applicable interest) from any of Owner's share of the Commissions until made whole.

(c) Records, Accounts. Manager shall maintain all accounting records for the Arena in a format reasonably approved by the Owner at the on-site office or in Manager's home office. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the Gross Receipts. The Owner or its authorized agent shall have the right to audit and inspect such records from time to time during the Term, upon reasonable notice to Manager and during Manager's ordinary business hours. Manager shall maintain a separate commercial bank account in a mutually approved bank on mutually agreeable terms for all sales deposits.

(d) Events. Seventy-two (72) hours prior to each event, Owner shall provide Manager with an estimate of expected attendance. Forty-eight (48) hours prior to each event, Manager shall provide Owner with sales, staffing and product usage plan based on that projected attendance. Manager shall provide the Owner with a preliminary sales report by 10:00 a.m. on the day following each event. Manager shall provide to the Owner, in a format directed by the Owner, a written summary of each event within seventy-two (72) hours of that event, indicating where appropriate, sales by location, total inventory sales, total register sales, and cash overages and shortages, gratuities and spoilage levels. Manager shall provide access to the corresponding deposit ticket and credit card transmission reports for all daily sales reports.

17. Term.

(a) Owner hereby grants Manager the right to be the provider of all management services for the Operations for a period commencing on the Effective Date and expiring on April 30, 2013 (the "Term"). For purposes of this Agreement, the term "Contract Year" shall mean the twelve (12) month period commencing on January 1 and expiring on the next ensuing December 31. The parties hereby agree that the first and last Contract Years shall be partial years. Owner shall have the right to extend the Term two (2) separate times for an additional one (1) year each extension, by providing written notice to Manager (and Manager shall have the right to accept) no later than ninety (90) days prior to the natural expiration of the Term or the first extension year, as applicable.

(b) At the end of the Term, Owner hereby agrees, as a condition precedent to the effectiveness of the end of the Term, to pay Manager, in a single lump sum payment, all amounts owed to Manager, including without limitation, an amount equal to the cost of Manager for all food, beverage, and supply inventory on hand. Notwithstanding anything in this Agreement to the contrary, neither Owner nor Manager shall 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.

(c) Upon expiration or termination of the Agreement, Manager shall (to the extent permitted by law) assign to Owner, all permits for the food and beverage concession services which have been issued in Manager's name (including liquor and restaurant licenses, if any); provided that if Manager has expended any of its own funds in the acquisition of any of such licenses or permits, Owner shall reimburse pro rata the Manager therefore if it has not done so already.

(d) The parties recognize that Manager may utilize software at the Facility in connection with its Operations, and that such software may be licensed to Manager and not to Owner. Upon expiration or termination of this Agreement, Manager shall cooperate with Owner to minimize any operational disruption caused by the removal of its proprietary, non-assignable software, and shall facilitate the orderly transfer of records and data contained in the software to the extent necessary for Owner's continued Operations of the Arena. Owner shall, upon termination of this Agreement, have the

ability to independently purchase or license any non-proprietary third party software programs and Manager will waive any objection to such transaction related to non-proprietary software. Further, if requested by Owner, Manager shall reasonably assist Owner, at Owner's sole expense, in obtaining Owner's own software license from the licensor of such non-proprietary software programs. Notwithstanding anything contained herein, Manager shall have no obligation to transfer any of its proprietary items.

(e) In addition to the actions set forth in this Agreement which are to be taken by Manager and Owner upon expiration or termination of the Agreement done in accordance with the terms of this Agreement, Owner and Manager shall cooperate with each other and act in a commercially reasonable manner to effect an orderly transition of management functions of the food and beverage concession services from Manager to Owner, any transferee of Owner or to any managing agent designated by Owner or any transferee of Owner.

(f) Manager shall peacefully vacate and surrender the Arena, including the Food and Beverage Areas to the Owner and cooperate with Owner and/or successor operator upon the expiration or termination of the Agreement done in accordance with the terms of this Agreement.

(g) Owner hereby expressly agrees that, during the Term (including any extensions thereof) and for a period of twelve (12) months following the expiration of this Agreement, Owner shall not directly or indirectly solicit, hire, offer to hire or employ any current full time salaried or core management-level employees of Manager (including, but not limited to, Manager's current Director of Operations, chefs, sous chefs and the managers of the various areas of the Food Service Facilities) learned about solely due to Operations to work in the Food Service Facilities as a consultant, employee, independent contractor or otherwise in any other capacity, without Manager's prior written approval, which approval can be granted or denied in Manager's sole and absolute discretion. Manager hereby expressly agrees that, during the Term (including any extensions thereof) and for a period of twelve (12) months following either the expiration of this Agreement, Manager shall not directly or indirectly solicit, hire, offer to hire or employ any current full time salaried or management-level employees of Owner learned about solely due to the Operations to work for or in connection with Manager as a consultant, employee, independent contractor or otherwise in any other capacity, without Owner's prior written approval, which approval can be granted or denied in Owner's sole and absolute discretion.

(h) The provisions of this Paragraph 17 shall survive and continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

18. Default by Manager. Owner shall have the right to terminate this Agreement and Manager's services for all of the Operations upon the occurrence of any uncured default by Manager, provided Manager has received thirty (30) days prior written notice specifying the nature of such default and has failed in such period to cure, unless such cure is not possible

within such time, in which case Manager, if diligently pursuing such cure, shall have an additional sixty (60) days to cure. A default shall be defined as the occurrence of any one (1) or more of the following:

(a) Manager's failure to: (i) perform any of its material services or obligations in the manner or within the time required under this Agreement or commits or permits a breach thereof, or (ii) default in, any of its material duties, liabilities or obligations hereunder.

(b) Manager's failure to obtain or maintain any required license or permit including alcoholic beverage licenses or permits during any event in the Arena; provided, however, it is not a default of Manager unless such failure to maintain a required license or permit is within Manager's reasonable control.

(c) Manager's failure to correct, to the extent solely within Manager's control, any potentially hazardous condition within seventy two (72) hours of written notice from Owner.

(d) Manager's filing a voluntary petition in bankruptcy, or is adjudicated as bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute or law relating to bankruptcy, insolvency or other relief for debtors, whether federal or state, or shall seek, consent to or acquiesce in the appointment of any trustee, receiver, conservator or liquidator of Manager or of all or any substantial part of its properties (the term "acquiesce," as used herein, being deemed to include, but not be limited to, the failure to file a petition or "motion to vacate or discharge any order, judgment or decree providing for such appointment within the time specified by law); or a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Manager seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute or law relating to bankruptcy, insolvency or other relief for debtors, whether federal or state, and Manager shall consent to or acquiesce in the entry of such order, judgment or decree, or the same shall remain unvacated and unstayed for an aggregate of sixty (60) days from the day of entry thereof, or any trustee, receiver, conservator or liquidator of Manager or of all or any substantial part of its properties shall be appointed without the consent of or acquiescence of Manager and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days; or

19. Default by Owner. Manager shall have the right to terminate this Agreement by written notice to the Owner following the occurrence of any of the following events of default by Owner:

(a) Owner's filing a voluntary petition in bankruptcy, or is adjudicated as bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute or law relating to bankruptcy, insolvency or other relief for

debtors, whether federal or state, or shall seek, consent to or acquiesce in the appointment of any trustee, receiver, conservator or liquidator of Owner or of all or any substantial part of its properties (the term "acquiesce," as used herein, being deemed to include, but not be limited to, the failure to file a petition or motion to vacate or discharge any order, judgment or decree providing for such appointment within the time specified by law); or a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Owner seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute or law relating to bankruptcy, insolvency or other relief for debtors, whether federal or state, and Owner shall consent to or acquiesce in the entry of such order, judgment or decree, or the same shall remain unvacated and unstayed for an aggregate of sixty (60) days from the day of entry thereof, or any trustee, receiver, conservator or liquidator of Owner or of all or any substantial part of its properties shall be appointed without the consent or acquiescence of Owner and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days; or;

(b) Owner's failure to: (i) perform any of its material services or obligations in the manner or within the time required under this Agreement or commits or permits a breach thereof, or (ii) default in, any of its material duties, liabilities or obligations hereunder.

20. Termination. In the event that all of Manager's services are terminated as provided in Paragraphs 18 and 19, Manager shall, if Owner requests, continue to serve as Manager of the Operations until a successor is selected and commences work in the Food Service Facilities or until such earlier date as Owner shall specify; provided that Manager shall not be obligated to do so for a period in excess of thirty (30) days. The terms and conditions of this Agreement shall continue to be fully applicable during such period as if no termination had occurred; provided that such request to continue as Manager shall be deemed to constitute Owner's agreement to pay Manager, in full, for all amounts it owes Manager, as well as for its services during such period following termination as provided for herein. Manager agrees that Owner also has the option, in the event of any such default and upon written notice to Manager, to have Manager vacate the Arena and no longer operate under this Agreement. Manager agrees in all events to reasonably cooperate with Owner in transitioning the food service Operations to such party or entity that succeeds Manager. This shall include the assignment of all contracts, all deposits, food and beverage inventory, and full transition services, provided that Manager is paid the fair market value for such items. Manager also agrees to reasonably assist in the transfer of alcoholic beverage licenses to the successor Manager, to the extent permitted under such contracts and under applicable law.

21. Independent Contractor. In performing its services hereunder, Manager is an independent contractor of Owner and not an employee, agent, partner, or joint venturer of Owner. No agent, servant or employee of Manager shall under any circumstances be deemed an agent, servant or employee of Owner.

22. Ownership in Food Service Facilities; Authority of Manager. Manager shall have no ownership rights in the Food Service Facilities, nor any claim of ownership with respect

thereto, arising out of this Agreement or the performance of its services hereunder. This Agreement shall in no way be construed to authorize Manager to engage in any brokerage services or activities of any similar nature relating to the Food Service Facilities.

23. Taxes and Contributions. Manager assumes full and exclusive responsibility and liability for withholding and paying, as may be required by law, all federal, state and local taxes and contributions with respect to, assessed against, or measured by Manager's earnings hereunder, or salaries or other contributions or benefits paid or made available to any persons retained, employed or used by or for Manager in connection with its services, and any and all other taxes and contributions applicable to its services for which Manager may be responsible under any laws or regulations, and shall make all returns and/or reports required in connection with any and all such laws, regulations, taxes, contributions and benefits.

24. Qualification. Manager shall, at its own expense, qualify to do business in the State of Illinois.

25. Severability. Each provision of this Agreement is intended to be severable. If any term or provision hereof shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be deemed to be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.

26. Remedies. The remedies specified in this Agreement shall be in addition to, and not exclusive of, any other remedies available to a party at law or in equity. In the event of any dispute, claim, suit or proceeding relating to this Agreement, the prevailing party shall be entitled to recover all of its legal and other fees and expenses incurred in connection with the dispute, claim, suit or proceeding from the other party. Owner and Manager hereby expressly waive any right to seek, claim or collect lost profits or any punitive, treble, 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 Owner and Manager.

27. Governing Law. This Agreement is entered into in the State of Illinois and shall be governed by the internal substantive laws of the State of Illinois without regard to conflicts of law principles.

28. Time of Essence. Time is of the essence in the performance of this Agreement.

29. Utility Interruption. Owner shall not be liable or responsible for any failure to furnish services, such as electricity, gas, water, or drainage service, which failure is caused or brought about in any manner by strike, act of God or other work stoppage, federal, state, or local government action, the breakdown or failure of apparatus, equipment, or machinery employed in its supply of said services, any temporary stoppage for the repair, improvement, or enlargement thereof, or any act or condition beyond its reasonable control. Further, Owner shall not be liable or responsible for any consequential economic or property loss or damage caused or brought about by any such occurrence.

Owner shall not be responsible for any goods, merchandise or Equipment stored at the Arena nor will it be responsible for damage resulting from a power failure, flood, fire, explosion and/or other causes.

30. Force Majeure.

(a) Neither party shall be liable or responsible to the other party for any delay, loss, damage, failure or inability to perform under this Agreement due to an Event of Force Majeure, provided that the party claiming failure or inability to perform provides written notice to the other party within thirty (30) days of the date on which such party gains actual knowledge of such Event of Force Majeure. Notwithstanding the foregoing, in no event shall a party's failure to make payments due hereunder be excusable due to an Event of Force Majeure. "Event of Force Majeure" shall mean a delay in or failure of performance by Owner or Manager to the extent that such delay, failure, loss or damage is caused by 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 therefore, 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, delays in transportation directly effecting the delivery of food and beverage, epidemic, pandemic, inability of a party to obtain necessary materials or equipment or permits due to existing or future laws, rules or regulations of governmental authorities.

(b) In the event of damage or destruction to a material portion of the Arena by reason of fire, storm or other casualty loss that renders the Arena (or a material portion thereof) untenable, the Owner shall use reasonable efforts to remedy such situation. If notwithstanding such efforts, such damage or destruction is expected to render the Arena (or a material portion thereof) untenable for a period estimated by an architect selected by the Owner at Manager's request, of at least one hundred eighty (180) days from the date of such fire, storm or other casualty loss, either party may terminate this Agreement upon written notice to the other, provided that the Owner shall pay to Manager its costs of withdrawing from services hereunder.

31. Assignment and Subcontracts. Manager shall have no right, power, or authority to assign this Agreement without the prior written approval of Owner, which approval can be granted or denied in Owner's sole and absolute discretion; provided, however, that an assignment of this Agreement to any of Manager's partners or affiliates (or any of their affiliated or related entities) shall not constitute an assignment under this Paragraph and, therefore, shall not require Owner's approval. In the event that (a) ownership of the Arena is transferred to any person, trust or entity other than Owner (a "Successor"), or (b) Owner sells or in any way transfers its rights to grant the right to sell food and beverage items in the Arena, Owner shall cause this Agreement to be transferred and assigned to the Successor, subject to Manager's approval, which approval shall not be unreasonably withheld, conditioned or delayed. Prior to the consummation of such sale, assignment or transfer to the Successor, Owner shall cause the Successor to expressly assume in writing the terms and conditions of this Agreement and to agree to be bound by all of the obligations of Owner contained in this Agreement. Without waiver of the foregoing provisions,

all of the rights, benefits, duties, liabilities and obligations of the parties hereto shall inure to the benefit of, and be binding upon, their respective successors and assigns.

32. Modification of Agreement. This Agreement constitutes the entire agreement between the parties hereto. To be effective, any modification of this Agreement must be in writing and signed by an authorized representative of the party to be charged thereby.

33. Headings. The headings of the paragraphs of this Agreement are inserted for convenience of reference only and shall not in any manner affect the construction or meaning of anything contained herein or govern the rights or liabilities of the parties hereto.

34. No Third Party Beneficiaries. Nothing in this Agreement is intended nor will be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

35. Interpretation. Whenever the context requires, all words used in the singular number shall be deemed to include the plural and vice versa, and each gender shall include any other gender. The use herein of the word "including," when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter.

36. Notices. All notices, requests and communications required or permitted hereunder shall be in writing and shall be sufficiently given and, deemed to have been received upon personal delivery or, if mailed, upon the first to occur of actual receipt as evidenced by written receipt for certified or registered mail or a nationally recognized overnight courier service, refusal or delivery or notification by the United States Postal Service to the sending party that the notice, request or communication is not deliverable at the address of the receiving party set forth below due to the unwillingness of the recipient to accept delivery:

If to Owner:	Village of Hoffman Estates 1900 Hassell Road Hoffman Estates, Illinois 60169 Attention: Village President
With a copy to:	Arthur L. Janura Arnstein and Lehr 120 South Riverside Plaza, Suite 1200 Chicago, Illinois 60606
If to Manager:	Andrew J. Lansing President and CEO Levy Restaurants

980 North Michigan Avenue, Suite 400
Chicago, Illinois 60611

With a copy to: Michael T. Perlberg, Esq.
Senior Vice President/General Counsel
Levy Restaurants
980 North Michigan Avenue, Suite 400
Chicago, Illinois 60611

With a copy to: Manager's Director of Operations at his/her offices in the
Arena

Notice of a change in address of one of the parties shall be given in writing to the other parties as provided above, but shall be effective only upon actual receipt.

37. Confidentiality and Information Technology Security.

(a) Confidentiality.

(i) Any financial statements or other financial information that may be provided by either party to the other prior to the execution of, or pursuant to the requirements contained in, this Agreement, whether provided voluntarily or in satisfaction of an obligation to do so, and the terms of this Agreement, shall be kept strictly confidential by the party receiving the same, except and only to the extent that such information may be required to be reported for purposes of the receiving party's financial statements or public reporting requirements, to or by any duly constituted governmental authorities or to any bank or other financial institution providing financing to Manager, Owner or any of their respective affiliated or related entities or owners.

(ii) During the course of the performance of Manager's services pursuant to this Agreement, Manager may utilize certain information that relates to its past, present or future research, development, business activities, products, services, technical knowledge and knowledge capital ("Confidential Information"). Furthermore, during the course of Manager's Services hereunder, Manager may utilize certain proprietary materials, tools and methodologies, including, but not limited to, software, programs and systems (including modifications and adaptations thereto), documentation, training manuals and procedures (hereinafter collectively referred to as "Service Solution Tools"). Service Solution Tools shall be deemed to be included as part of Manager's Confidential Information.

(iii) Owner hereby acknowledges and recognizes the competitive advantage and value associated with Manager's Confidential Information and hereby agrees to use its best efforts to, at all times, protect and preserve the confidentiality of Manager's Confidential Information. Owner hereby agrees that

it shall not have or retain any right, title or interest in the Confidential Information, except to use them during the term of this Agreement as expressly authorized by Manager from time-to-time and solely for the purpose of furthering Manager's services pursuant to this Agreement. Nothing in this Agreement shall restrict, prohibit or limit, in any way, Manager's use of the Service Solution Tools in any manner or for any purpose whatsoever.

(iv) Owner hereby agrees that all Confidential Information, including, but not limited to, Service Solution Tools and all copies thereof, shall be returned to Manager or, at Manager's election, may be removed by Manager upon the first of the following to occur: (a) the expiration of this Agreement or (b) Manager's request.

(v) Information falling within the definition of Confidential Information shall be treated by Owner as the confidential financial or proprietary information of Manager pursuant to the provisions of the Illinois Freedom of Information Act ("Illinois FOIA"). Except as expressly provided in this Agreement or as otherwise mandated by the Illinois FOIA or other applicable law, Owner will not disclose Confidential Information to anyone without the prior written consent of Manager. In the event that Owner is served with a Freedom of Information Act (FOIA) request, discovery request in litigation, or subpoena from any third party requesting all or part of any Confidential Information as defined herein, Owner shall give timely notice to Manager of such request or subpoena as soon as possible and within the time parameters required for response pursuant to the Illinois FOIA or any applicable law.

(vi) Owner and Manager hereby expressly acknowledge and agree that the terms and provisions of this Paragraph 37 shall survive the expiration of this Agreement.

(vii) If Manager, in its sole discretion authorizes Owner to use any Service Solution Tools, Owner may only use such Service Solution Tools for its internal business purpose and may not use or share them for the benefit of any other party. The Service Solution Tools are made available "AS IS" without express or implied warranties of any kind.

(viii) Owner's Confidential Information. Manager agrees that all financial, statistical, personnel, customers vendor data and other information relating to Manager's business and other information identified as proprietary or confidential by Owner which may be disclosed to or otherwise become known by Manager, are confidential and proprietary information of Owner ("Owner Confidential Information"). Manager agrees to (i) use Owner Confidential Information only for the purpose of this Agreement and shall use reasonable measures to prevent the disclosure of Owner Confidential Information to any third party without Owner's prior written consent, (ii) take measures that, in the aggregate, are no less protective than those measures it uses to protect the

confidentiality of its own comparable confidential information and (iii) take reasonable steps to advise its employees of the confidential nature of Owner Confidential Information or of the prohibitions of copying and revealing such Owner Confidential Information contained herein.

(b) Information Technology Systems. In connection with the services being provided hereunder, Manager may need to operate certain information technology systems not owned by the Owner ("Non-Owner Systems"), which may need to interface with or connect to Owner's networks, internet access, or information technology systems ("Owner Systems"). Manager shall be responsible for all Non-Owner Systems, and Owner shall be solely responsible for Owner Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. If Manager serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, then Manager will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data ("Data Protection Rules"). If Non-Owner Systems interface with or connect to Owner Systems, then Owner agrees to implement forthwith upon request from Manager, at Owner's own expense, the changes to the Owner Systems that Manager reasonably requests and believes are necessary or prudent to ensure Manager's compliance with the Data Protection Rules.

38. Security. Owner shall be exclusively responsible for providing adequate security throughout the entire Arena, including the Food Service Facilities. Manager acknowledges that Owner shall be responsible for public order and safety and shall have the right and authority to eject individuals from the Food Service Facilities as necessary.

39. Insurance.

(a) Liability Insurance. Manager shall obtain and maintain, at all times throughout the Term, comprehensive general liability (including liquor liability), property damage, and contractual liability insurance insuring against, among other things, the losses, expenses and liabilities described in this Agreement to the extent that liabilities are insurable. The policies shall provide primary coverage and shall provide liability limits equal to one million dollars (\$1,000,000) per occurrence and twenty-five million dollars (\$25,000,000) in the aggregate. The per occurrence and aggregate limits may be satisfied by using a combination of primary and excess/umbrella insurance policies. In addition, Manager shall also obtain and maintain workers' compensation insurance coverage in accordance with the State of Illinois statutory requirements. Manager shall furnish to Owner certificates of insurance, a letter from an agent or broker, and blanket additional insured endorsements evidencing that all such insurance policies are in full force and effect, and such certificates shall be in a form acceptable to Owner, which acceptance shall not be unreasonably withheld, conditioned or delayed. All insurance policies shall be issued by insurance companies rated no less than A VIII in the most recent "Bests" insurance guide, and licensed in the State of Illinois or as otherwise agreed by the parties. All such policies shall be written on a standard ISO policy form. Owner shall be an additional insured on the commercial general liability policy, and dram

shop/Liquor Liability policies to be obtained by Manager. The Parties agree that the certificate evidencing such liability insurance shall include the following statement: "The Village of Hoffman Estates, as Owner of the Sears Centre Arena, is added as an additional insured by Levy Premium Foodservice Limited Partnership with respect to liability arising out of or related to Manager's management and operation at the Sears Centre Arena. Coverage shall be primary and non-contributory to any coverage of the Village of Hoffman Estates." All policies of insurance required hereunder shall provide that they may not be canceled, renewed or reduced unless at least thirty (30) days notice thereof has been provided to Owner.

Owner hereby agrees that it will cause to be obtained and maintained at all times throughout the Term, adequate insurance to cover customary risks, losses, expenses and liabilities associated with the Operation of the Arena.

(b) Property Damage Insurance. Owner shall be responsible for maintaining all insurance for all of the furniture, fixtures and equipment utilized in connection with the Operations against property damage.

40. Old Agreements. This Agreement supersedes all prior agreements between the parties for the Arena, including without limitation, the letter agreements between the parties dated December 23, 2009, March 22, 2010, June 7, 2010, and August 2, 2010. Parties agree Owner has no liability under any prior agreements between Manager and CCO Entertainment, LLC, and /or MadKatStep Entertainment, LLC.

41. Dismissal of Claims and Release. The parties entered into this Agreement in consideration for the releases discussed herein and Manager's dismissal of its claims (known or unknown, asserted or unasserted) against Owner related to pending litigation in the Circuit Court of Cook Count, Chancery Division, Case No. 09-CH-34392 (the "Pending Litigation"). The parties agree that Manager is not precluded from continuing in such action, or any other action, against parties other than the Village related in any way to the Arena including, but not limited to, CCO Entertainment, LLC, MadKatStep Entertainment, LLC, Ryan Companies US, Inc., Sears, Roebuck and Co., Sears Holdings Corp., and all of there respective affiliates, related companies, partners, parents, and subsidiaries ("Future Claims"). Owner shall reasonably and in good faith cooperate with all requests of Manager with respect to the Future Claims, whether or not contained in the Pending Litigation. Owner and any and all of its partners, affiliates, officers, managers, members, trustees, employees, agents, representatives, contractors, attorneys, successors, and assigns (the "Owner Releasers") hereby remise, release, acquit, satisfy, and forever discharge Manager, Levy Restaurants, Inc., Levy Restaurant Limited Partnership, Levy GP Corp., Levy Holdings GP, Inc., Compass Group USA, Inc., Levy-Compass Group Holdings S.L., Compass Group PLC, and each of these entities' respective partners, affiliates, shareholders, directors, officers, managers, members, employees, agents, representatives, contractors, attorneys, successors, and assigns (collectively, the "Manager Released Parties"), of and from any and all charges, complaints, claims, or liabilities (including attorneys' fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, which the Owner Releasers had, or now have, against Manager or the Manager Released Parties related in any way to the Pending Litigation and events prior to the date hereof. Manager and

Manager Released Parties hereby remise, release, acquit, satisfy, and forever discharge Owner and any and all of its officers, managers, members, trustees, employees, agents, representatives, contractors, attorneys, successors, and assigns (collectively, the "Owner Released Parties"), of and from any and all charges, complaints, claims, or liabilities (including attorneys' fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, which the Manager and Manager Released Parties had, or now have, against Owner, or the Owner Released Parties, related in any way to the Pending Litigation and events prior to the date hereof. Notwithstanding the foregoing, Manager disclaims and waives any property rights in real property on which the Arena is located, the Arena itself, and the personal property contained therein and further acknowledges that Owner's Complaint for Foreclosure may proceed in the Circuit Court of Cook County, Illinois. Nothing herein shall be construed to be a release of, or covenant not to sue, by Manager of any persons or entities other than the Owner Released Parties that Manager believes may be liable to Manager in connection with any prior agreement relating to the Arena.

Notwithstanding anything to the contrary in this Agreement, Manager agrees that Owner has a valid and enforceable first mortgage, on the property that is the subject of the Lawsuit, which is primary to any lien of Manager. Manager further agrees to cooperate with Owner in the Litigation and will not object to, or otherwise contest, Owner's right to foreclose its mortgage.

42. Owner's Right of Conversion to Management Fee Arrangement. Upon thirty (30) days written notice to Manager, Owner, at its sole and absolute discretion and at any time during the Term of this Agreement, has the right to convert from the "Commission" Agreement to the "Management Fee" Agreement set forth in Exhibit "F".

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Village of Hoffman Estates,
An Illinois municipal corporation

By: _____

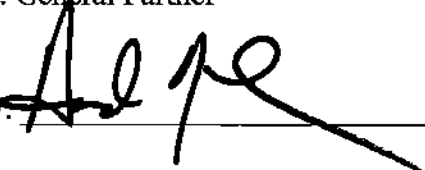
Print: _____

Its: _____

Date: _____

Levy Premium Foodservice Limited Partnership,
an Illinois limited partnership

By: Levy GP Corporation
Its: General Partner

By:  _____

Print: Andrew J. Lansing _____

Its: President / CEO _____

Date: _____

EXHIBIT "A"

FOOD AND BEVERAGE AREAS

The "Food and Beverage Areas" shall consist of all of the food and beverage service in the Arena, including without limitation, the following:

1. All general concession areas including, without limitation, all concession stands on the main and bridge level;
2. All portable carts in the Arena;
3. All of the 43 upper level luxury suites in the Arena;
4. All 24 loge boxes/lower level Suites;
5. All bars, carveries, clubs, and lounges (including Prairie View Lounge) in the Arena;
6. All catering and group sales within the Arena;
7. All in-seat service in the Arena;
8. All other food and beverage service in the Arena throughout the Term; and
9. Former Amcore Club area.

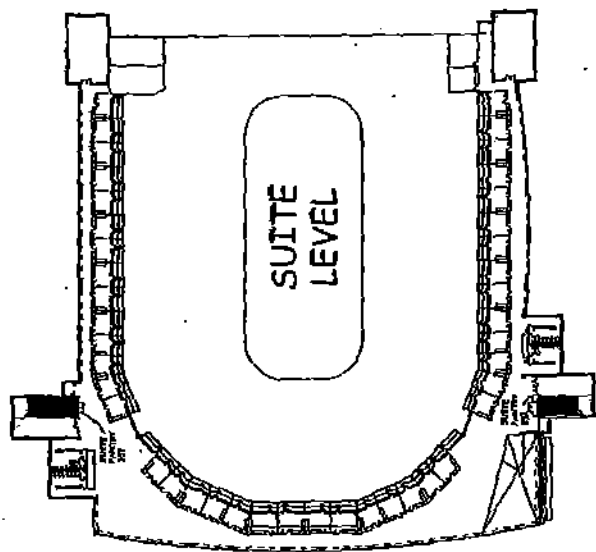
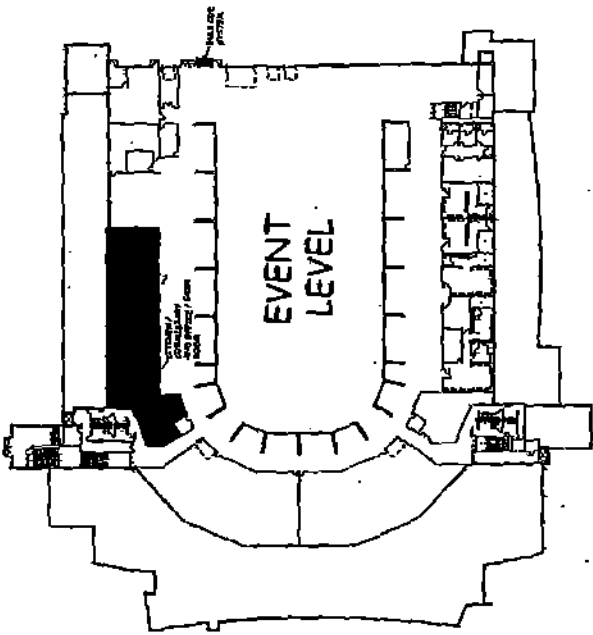
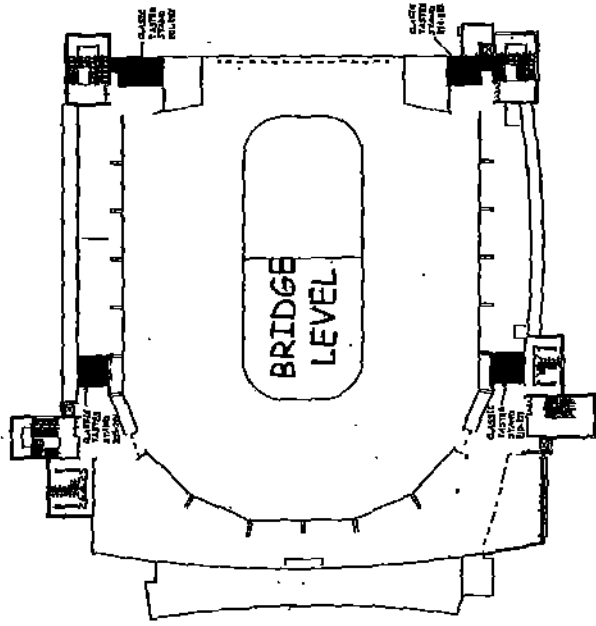
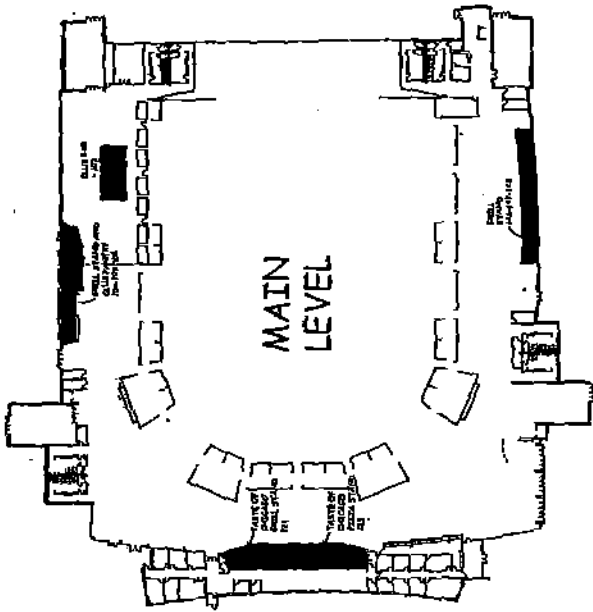
EXHIBIT "B"

FACILITIES

EXHIBIT B

SEARS CENTER
HOFFMAN ESTATES, IL

THE
BIGELOW
COMPANIES,
INC.
1475 Lakeside Ave., Suite 100
Hoffman Estates, IL 60139
Tel: 815/381-1000
Fax: 815/381-1010



RELEASED FOR CONSTRUCTION

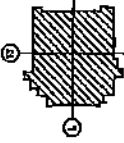
REVISIONS
DATE
BY
DESCRIPTION

Sears Centre

VILLAGE OF NORTHMAN
EXISTING BUILDING

SUBJECT: SEARS CENTRE
AND COORDINATE PLAN

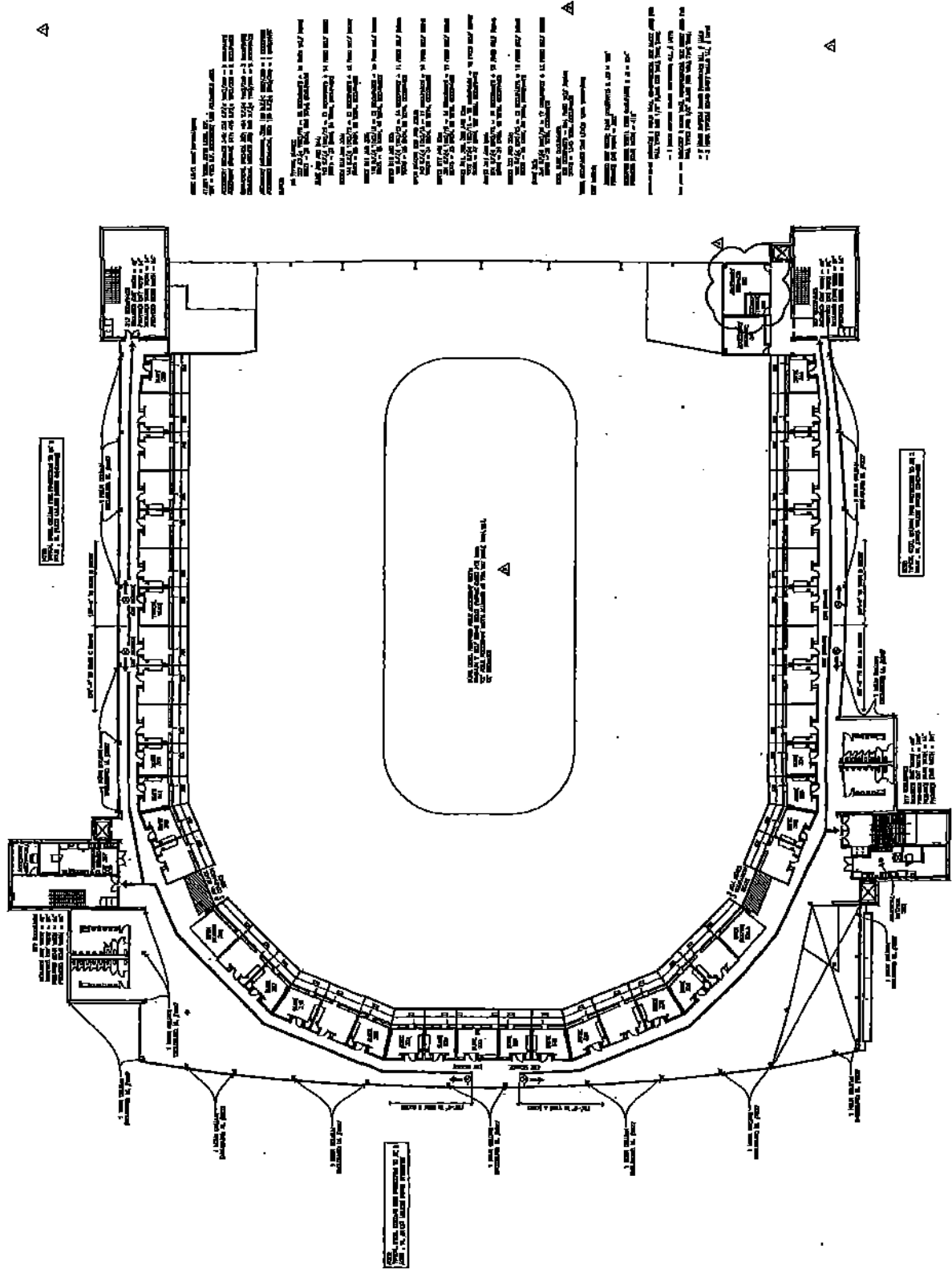
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WALSH BISHOP
ARCHITECTS
100-100000000-01

DATE: 10/10/00
SCALE: AS SHOWN
SHEET NO. 100-100000000-01

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DATE: 10/10/00
SCALE: AS SHOWN
SHEET NO. 100-100000000-01



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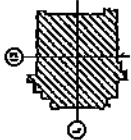
PROJECT: SEARS CENTRE
 LOCATION: 1000 EAST 10TH AVENUE, DENVER, CO
 DATE: 10/15/98

Sears Centre

VILLAGE OF HOFFMAN
 ARCADE, DENVER

BRIDGE LEVEL, FLOOR
 AND CODE DATA PLAN

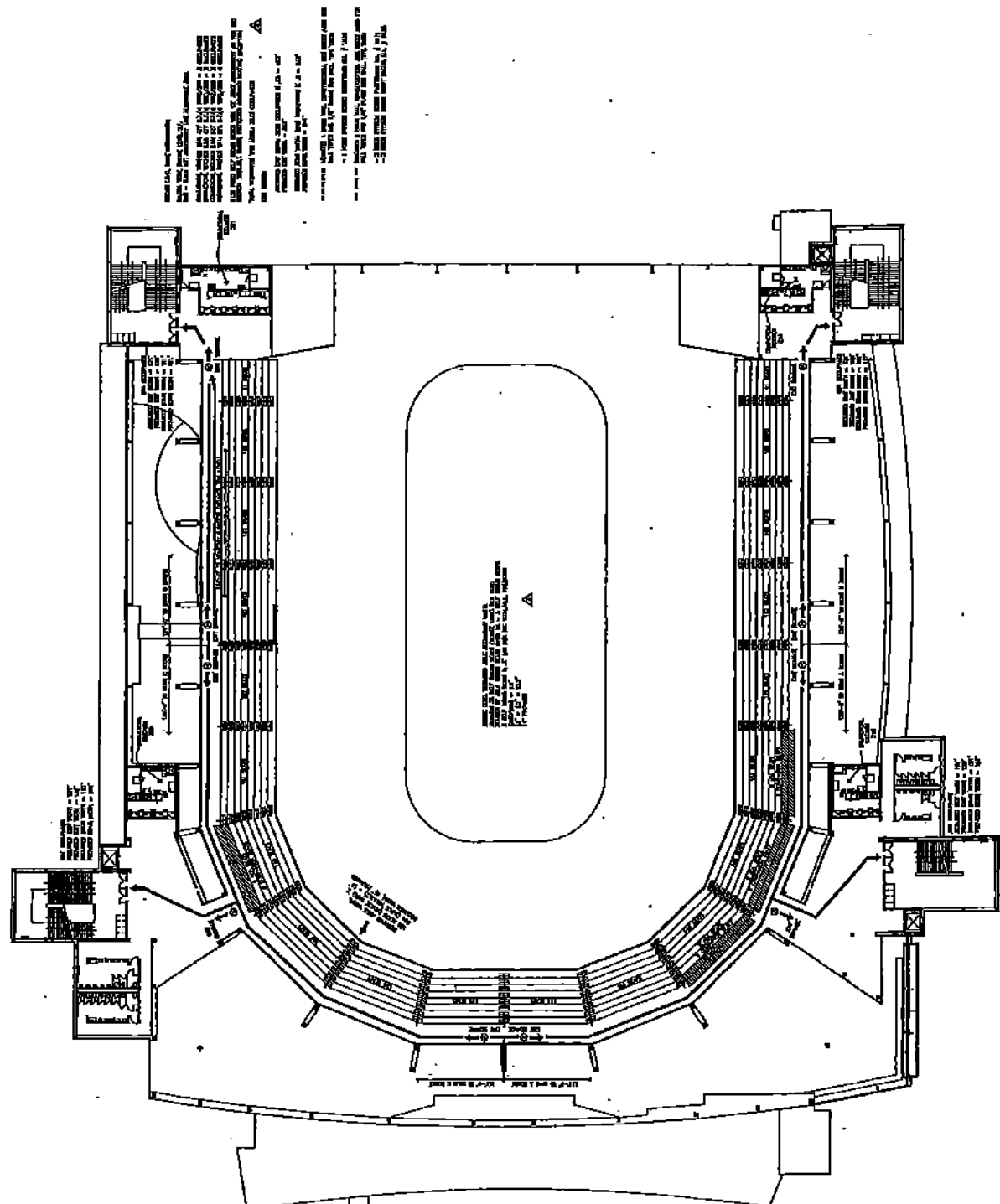
PROJECT NO. 98-001
 SHEET NO. 101



WALSH BISHOP
 ARCHITECTS, P.C.
 1000 EAST 10TH AVENUE, DENVER, CO 80202
 PHONE: 303.733.1111
 FAX: 303.733.1112

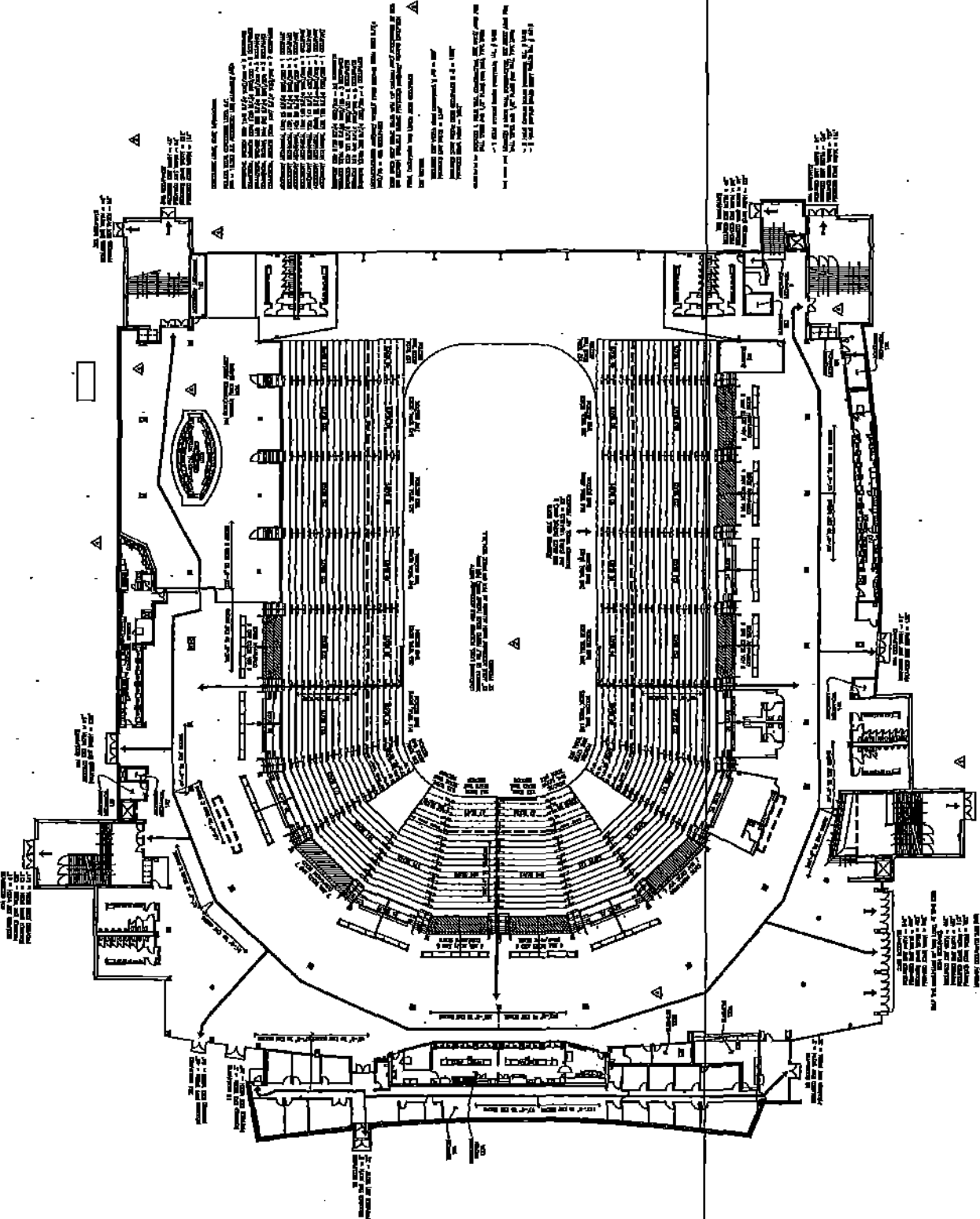
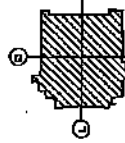
DATE: 10/15/98
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 BRIDGE LEVEL, FLOOR
 AND CODE DATA PLAN



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 2. ALL FINISHES ARE TO BE AS NOTED.
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 4. ALL WORK IS TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE AND ALL APPLICABLE LOCAL ORDINANCES.
 5. ALL WORK IS TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL MECHANICAL CODE AND ALL APPLICABLE LOCAL ORDINANCES.
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 7. ALL WORK IS TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES AND ALL APPLICABLE LOCAL ORDINANCES.
 8. ALL WORK IS TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL SAFETY COUNCIL (NSC) CODES AND ALL APPLICABLE LOCAL ORDINANCES.
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 5. ALL WORK IS TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL MECHANICAL CODE AND ALL APPLICABLE LOCAL ORDINANCES.
 6. ALL WORK IS TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL PLUMBING CODE AND ALL APPLICABLE LOCAL ORDINANCES.
 7. ALL WORK IS TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES AND ALL APPLICABLE LOCAL ORDINANCES.
 8. ALL WORK IS TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL SAFETY COUNCIL (NSC) CODES AND ALL APPLICABLE LOCAL ORDINANCES.

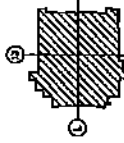


Sears Centre

VILLAGE OF KUDJAN
SPRINGFIELD, ILLINOIS

EVENT LEVEL, FLOOR
AND CODE DATA PLAN

REVISIONS:
1. ALL INFORMATION
2. ALL INFORMATION
3. ALL INFORMATION
4. ALL INFORMATION
5. ALL INFORMATION



KEY PLAN
WALSH GROUP
ARCHITECTS, P.C.
1000 N. W. 10th Street
Miami, Florida 33136
Tel: 305-371-1111
FAX: 305-371-1112

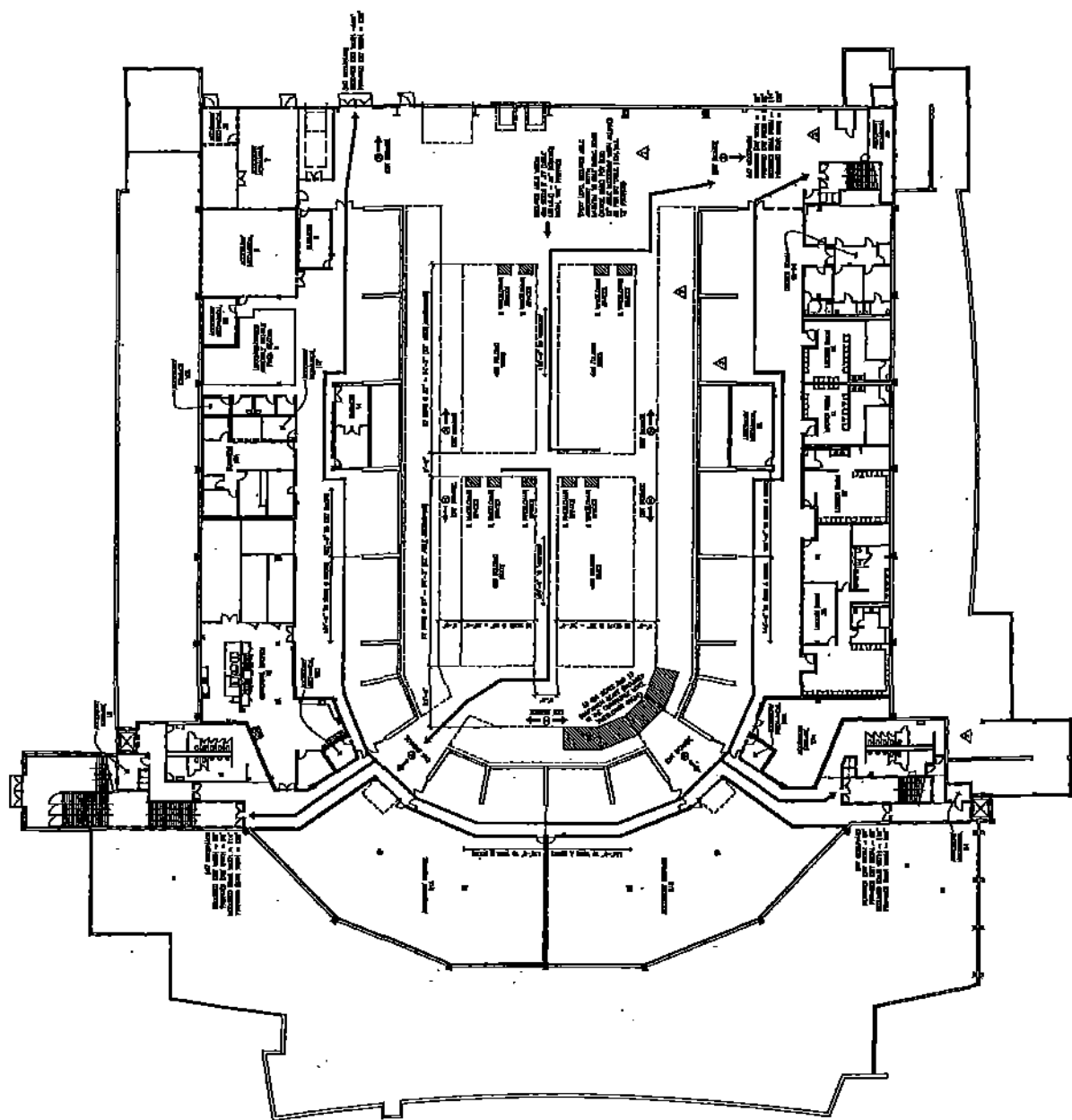
DATE: 08/11/00
DRAWN: J. B. BROWN
CHECKED: J. B. BROWN
SCALE: AS SHOWN
PROJECT: SEARS CENTRE

PROJECT NO: A200
SHEET NO: 100
DATE: 08/11/00

THIS PLAN, SPECIFICATIONS, AND SCHEDULES SHALL BE CONSIDERED AS PART OF THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES.

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RYAN CONTRACTING, INC. 1000 N. W. 10th Street Miami, Florida 33136 Tel: 305-371-1111 FAX: 305-371-1112

EXHIBIT "C"

EQUIPMENT

EXHIBIT C

EQUIPMENT

All of the equipment listed on the following Sears Centre food service drawings that are in each Parties' respective offices:

<u>PROJECT</u>	<u>DATE ISSUED</u>	<u>REVISIONS</u>		<u>DISCRIPTIONS</u>
		<u>NO.</u>	<u>DATE</u>	
FS 100	2/28/2006			
FS 101-1	2/28/2006			
FS 101-2	2/28/2006	2	3/23/2006	ADDENDUM #2
FS 101	2/28/2006	2	3/23/2006	ADDENDUM #2
FS 102-1	2/28/2006			
FS 102	2/28/2006			
FS 103-1	2/28/2006			
FS 103-2	2/28/2006			
FS 103	2/28/2006			
FS 104-1	2/28/2006			
FS 104-2	2/28/2006			
FS 104	2/28/2006	2	3/23/2006	ADDENDUM #2
FS 105-1	2/28/2006	1	3/10/2006	ADDENDUM #1
FS 105-2	2/28/2006	1	3/10/2006	ADDENDUM #1
FS 105	2/28/2006	1	3/10/2006	ADDENDUM #1
FS 106-1	2/28/2006			
FS 106-2	2/28/2006			
FS 106	2/28/2006			
FS 107	2/28/2006			
FS 108	2/28/2006			
FS 109	2/28/2006			
FS 110	2/28/2006			
FS 111	2/28/2006			
FS 112	2/28/2006			
FS 113	2/28/2006			
FS 114	2/28/2006			
SPEC BOOK	2/21/2006			

SCHEDULE OF EQUIPMENT

<u>ITEM</u>	<u>REVISED BUDGET</u>
<u>MAJOR EQUIPMENT</u>	
SOUND SYSTEM ARENA	428,104
LIGHTING SYSTEM (WITH CONTROLS)	0
SPOT LIGHTS	115,592
ICE FLOOR SYSTEM (DASHERS AND GLASS)	207,127
LACROSSE/SOCCER FIELD/DASHER PADS	150,000
LACROSSE/SOCCER NET FRAMES	10,000
ICE RESURFACING MACHINES	138,337
FOOD EQUIPMENT	1,282,425
BASKETBALL FLOOR/GOALS	80,000
 <u>CLUB SEAT LOUNGE</u>	
48" COCKTAIL TABLES	9,300
BAR STOOLS	188,838
SUITE FINISHES	80,000
 <u>THEATER SET UP</u>	
BACK WALL SCREEN	50,000
 <u>SECURITY AND OPERATING ITEMS</u>	
WASHER AND DRYER	10,245
TIMECARD SYSTEMS / KEY INVENTORY SYSTEM	30,000
SURVEILLANCE VIDEO CAMERA SYSTEM	115,000
VIDEO CAMERA SYSTEM FOR EVENTS	45,000
GAS POWERED RIDING SWEEPER	8,400
ELECTRIC POWERED RIDING SWEEPER	8,500
KYVAC CLEANING MACHINES	12,000
POINT OF SALE EQUIPMENT	218,000
 <u>ADMINISTRATIVE AND OFFICE</u>	
TELEPHONE SYSTEM	120,270
OFFICE FURNITURE	68,982
	<u>2,644,188</u>
 <u>SOURCES OF FUNDS</u>	
BANK LOAN - ROCKFORD CAPITAL LEASING INC.	3,370,500
TOTAL SOURCES OF FUNDS	<u>3,370,500</u>

EXHIBIT "D"

INITIAL MENUS

CATERING MENU

BREAKFAST

BREAKFAST AND BRUNCH CHEF'S TABLES

THE BASIC

THE CONTINENTAL

THE SCRAMBLE

EXECUTIVE STARTER

THE ULTIMATE BRUNCH

BREAKFAST TABLE ENHANCEMENTS

APPETIZERS

HOT APPETIZERS

COLD APPETIZERS

CHEF TABLE APPETIZERS

SHRIMP COCKTAIL PLATTER

DOMESTIC CHEESE TRAY

CRISP VEGETABLE TRAY

SALSA SAMPLER

DIPS AND CRACKERS

SEASONAL FRUIT TRAY

OLD WORLD PIZZA

BRUSCHETTA SAMPLER

SOUTHWESTERN NACHO BAR

SPECIALTY

SPECIALTY THEME CHEF'S TABLES

SANDWICH BASKET

THE CORNER DELI

ALL AMERICAN

BACKYARD BBQ

TASTE OF TUSCANY

MARDI GRAS

BREAKS

BREAK MENUS

SNACK ATTACK

HONEY ROASTED PEANUTS

FRESHLY POPPED POPCORN

COOKIE SAMPLER

GOURMET DESSERT BAR ASSORTMENT

COFFEE SERVICE

BEVERAGES

WHITE WINE

BUBBLY

LIGHT AND CRISP

CREAMY AND ELEGANT

SWEET AND SMOOTH

RED WINE

RIPE AND RICH

SPICY AND SASSY

BIG AND BOLD

BAR SELECTIONS

HOSTED PREMIUM BAR

HOSTED DELUXE BAR

CASH BAR

ADDITIONAL BEVERAGE SERVICES

PACKAGE BARS

B1

B1

B1

B1

B1

B1

B1

A1

A1

A2

A2

A2

A2

A2

A2

A2

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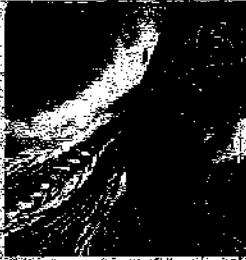
BV3

BV3

BV4

BV4

BV5



BREAKFAST

BREAKFAST AND BRUNCH CHEF TABLES

*All listed prices are per person unless otherwise stated
Minimum of 35 guests*

THE BASIC

Bakery fresh pastries, orange juice,
coffee and tea 10.95

THE CONTINENTAL

Bakery fresh pastries, bagels with cream cheese,
fresh seasonal fruit, assorted juices, coffee
and tea 15.95

THE SCRAMBLE

Fresh sliced fruit, scrambled eggs, bacon,
skillet potatoes, breakfast pastries, assorted juices,
coffee and tea 19.95

EXECUTIVE STARTER

Fresh sliced fruit, French toast with warm syrup,
scrambled eggs, bacon, sausage, skillet potatoes,
breakfast pastries, assorted juices, coffee
and tea 24.95

THE ULTIMATE BRUNCH

Fresh sliced fruit, artisan cheese display,
vegetable crudite with dip, mixed salad
with two dressings, chopped vegetable salad,
Caesar salad, French toast with warm syrup,
scrambled eggs, bacon, sausage, skillet potatoes,
lemon basil chicken, herb roasted potatoes,
seasonal vegetables, breakfast pastries, bagels
with cream cheese, juices, coffee and tea 32.95

BREAKFAST CHEF TABLE ENHANCEMENTS

HOT OATMEAL AND TOPPINGS 3.25

PANCAKES OR WAFFLES AND MAPLE SYRUP 4.95

ASSORTED YOGURTS 3.95

CANADIAN BACON OR HAM SLICES 5.95

EGG STRATA WITH CHEDDAR AND SCALLIONS 6.95

SMOKED SALMON WITH BAGELS,
CREAM CHEESE AND
CONDIMENTS 10.95 (minimum of 20 guests)

CHEF ATTENDED
OMELET STATION 10.95 (minimum of 20 guests)

All listed prices are subject to a 12% sales tax and 18% service charge.



APPETIZERS

Long Restaurant

HOT APPETIZERS

Priced per dozen

Minimum order of 2 dozen for each item

FRIED MOZZARELLA STICKS

Marinara sauce 20.00

COCKTAIL FRANKS EN CROUTE

Mini hot dogs baked in pastry, served with mustard and ketchup 20.00

CRISPY VEGETABLE SPRING ROLLS

Sweet and sour sauce 28.00

SPINACH PARMESAN STUFFED MUSHROOMS

Baked cremini mushroom caps with a creamy spinach 26.00

SPICY BONELESS CHICKEN WINGS

Buffalo sauce 22.00

CRISPY PORK POT STICKERS

Sweet chili barbeque sauce 36.00

SPANIKOPITA

Spinach and feta cheese filled fillo triangles 28.00

MINI LUMP CRAB CAKES

Lemon aioli 47.00

COLD APPETIZERS

Priced per dozen

Minimum order of 2 dozen for each item

CAPRESE CROSTINI SKEWER

Tomato, basil and fresh mozzarella skewer 24.00

ASSORTED COCKTAIL SANDWICHES

Assortment of chicken salad, tuna salad, egg salad and cucumber mini sandwiches 20.00

COCKTAIL SHRIMP

Wrapped in a snow pea and served with cocktail sauce 42.00

PROSCIUTTO WRAPPED ASPARAGUS

Herb grilled then wrapped with shaved prosciutto ham 42.00

PARMESAN FRICO

With ratatouille and aged balsamic 36.00

TOMATO BASIL BRUSCHETTA

Served on mini garlic crostini 22.00

VEGETABLE MAKI ROLLS

Vegetable sushi rolls served with pickled ginger, wasabi and soy sauce 36.00

SMOKED SALMON CANAPE

Presented on a crostini with sour cream, capers and chives 42.00

All listed prices are subject to a 12% sales tax and 18% service charge.



APPETIZERS

Long Restaurants

CHEF TABLE APPETIZERS

SHRIMP COCKTAIL PLATTER

Jumbo shrimp served with zesty horseradish cocktail sauce and fresh lemon wedges 90.00 per platter (30 pieces)

DOMESTIC CHEESE TRAY

With an assortment of fresh seasonal fruit and flat breads 140.00 per display (Serves 40)

CRISP VEGETABLE TRAY

Fresh vegetables served with buttermilk ranch dip 120.00 per display (Serves 40)

SALSA SAMPLER

Salsa roja, salsa verde and smoky salsa fresca with crisp tortilla chips 64.00 per display (Serves 12)

DIPS AND CRACKERS

Roasted garlic artichoke spread and spinach dip with flat bread crackers 70.00 per display (Serves 40)

SEASONAL FRUIT TRAY

Fresh, sliced seasonal fruits with strawberry yogurt sauce 130.00 per display (Serves 40)

OLD WORLD PIZZA

Cheese, pepperoni or sausage pizza served sliced on a chop block 34.00 per pizza (Serves 6-8)

BRUSCHETTA SAMPLER

Tomato basil salad, Kalamata olive tapenade and roasted mushroom topping served with garlic crostini 100.00 per display (Serves 40)

SOUTHWESTERN NACHO BAR

Crisp tortilla chips, zesty beef chili, cheddar cheese sauce, pico de gallo, jalapeños and sour cream 125.00 per display (Serves 40)

All listed prices are subject to a 12% sales tax and 18% service charge.

SPECIALTY

Levy Restaurants

SPECIALTY THEME CHEF TABLES

Prices based upon a minimum of 35 guests

*If a Chef attendant is requested then a 100 fee per Chef applies
(for every 100 guests)*

SANDWICH BASKET

Roast turkey and provolone on whole wheat with apricot chutney, roast beef and cheddar on a brioche bun with creamy horseradish, smoked ham and Swiss on rye with grainy honey mustard, tossed salad, potato salad, seasonal fruit, potato chips, accompaniments and chocolate chunk cookies 26.95

THE CORNER DELI

Assortment of deli meats and cheeses including turkey, honey cured ham and roast beef with cheddar, American and Swiss cheeses. Bakery fresh breads, condiments, garden fresh vegetables with buttermilk ranch dip, BLT salad, potato chips, gourmet brownies and cookies 33.95

ALL AMERICAN

All beef hot dogs served Chicago-style with onions, tomatoes and relish, char grilled hamburgers served with cheese, lettuce, tomato and your favorite condiments, buttermilk ranch potato salad, coleslaw, seasonal fruit, brownies and cookies 33.95

BACKYARD BBQ

Pulled barbeque pork, smoked bone-in barbeque chicken, herb roasted red potatoes, coleslaw, cornbread, brownies and cookies 36.95

TASTE OF TUSCANY

Chicken breast Marsala, rigatoni ala Norma, herb roasted seasonal vegetables, lemon rosemary roasted potatoes, Caesar salad, grilled baby artichokes, tomato basil salad with fresh mozzarella, fresh garlic bread sticks, gourmet dessert bars and brownies 37.95

MARDI GRAS

Crab hush puppies, Andouille sausage jambalaya, blackened chicken and artichokes over Cajun rice, ratatouille, mixed green salad, country potato salad, Cajun coleslaw, biscuits, cornbread, honey butter, pecan pie and banana foster bread pudding 38.95

All listed prices are subject to a 12% sales tax and 18% service charge.



BREAKS

BREAKS

SNACK ATTACK

An assortment of great snacks including our snack mix, dry-roasted peanuts, mustard pretzels, honey-roasted peanuts and kettle-style potato chips 52.50 (Serves 10 guests)

HONEY ROASTED PEANUTS 33.50 (Serves 10)

FRESHLY POPPED POPCORN 25.00 (Serves 10)

COOKIE SAMPLER

An assortment of gourmet cookies 26.00 per tray (Serves 10)

GOURMET DESSERT BAR ASSORTMENT

A combination of our dessert bars 38.00 per tray (Serves 10)

COFFEE SERVICE 26.00 per gallon (Serves 10-15)

All listed prices are subject to a 12% sales tax and 18% service charge.



BEVERAGES

Signature

WHITE WINE

BUBBLY

DOM PÉRIGNON, EPERNAY, FRANCE 250.00

CHANDON BLANC DE NOIRS, CARNEROS 45.00

KORBEL BRUT, CALIFORNIA 34.00

LIGHT AND CRISP

KUNDE SAUVIGNON BLANC, SONOMA 39.00

LITTLE BLACK DRESS PINOT GRIGIO,
CALIFORNIA 34.00

RUFFINO 'LUMINA' PINOT GRIGIO, ITALY 32.00

CREAMY AND ELEGANT

SONOMA-CUTRER 'RUSSIAN RIVER RANCHES'
CHARDONNAY, SONOMA 45.00

CHALONE 'ESTATE' CHARDONNAY,
MONTEREY COUNTY 55.00

KENDALL-JACKSON 'SPECIAL SELECT'
CHARDONNAY, CALIFORNIA 36.00

NAPA CELLARS CHARDONNAY, NAPA 49.00

FLEMING JENKINS CHARDONNAY,
JENKINS VINEYARD, SANTA CRUZ MTN. 62.00

SWEET AND SMOOTH

BERINGER WHITE ZINFANDEL, CALIFORNIA 25.00

WENTE RIVER BANK RIESLING, MONTEREY 31.00

Prices are subject to change.



BEVERAGES

RED WINE

RIPE AND RICH

FLEMING JENKINS VICTORIES ROSÉ,
N. CALIFORNIA 35.00

RUTHERFORD HILL MERLOT, NAPA 65.00

COPPOLA 'DIAMOND SERIES' MERLOT,
CALIFORNIA 40.00

RODNEY STRONG 'RUSSIAN RIVER' PINOT NOIR,
SONOMA 44.00

FLEMING JENKINS SYRAH, MADDEN RANCH,
LIVERMORE VALLEY 65.00

SPICY AND SASSY

JACOB'S CREEK 'RESERVE' SHIRAZ, AUSTRALIA 35.00

BONTERRA ZINFANDEL, MENDOCINO
COUNTY 35.00

BIG AND BOLD

PROVENANCE CABERNET SAUVIGNON, NAPA 88.00

COLUMBIA CREST 'GRAND ESTATES'
CABERNET SAUVIGNON, COLUMBIA VALLEY,
WASHINGTON 44.00

B.R. COHN 'SILVER LABEL' CABERNET SAUVIGNON,
SONOMA 55.00

Wine list and prices are subject to change.



BEVERAGES

BAR SELECTIONS

HOSTED DELUXE BAR

COCKTAILS 12.00

Featuring Ketel One, Bombay Sapphire, J. Walker Black, Bacardi, Crown Royal, Sauza Gold, Martini & Rossi Dry and Sweet Vermouth

WINE 10.00

Napa Cellars Chardonnay, Columbia Crest 'Grand Estates' Cabernet Sauvignon, Coppola 'Diamond Series' Merlot, Wente River Bank Riesling

IMPORTED BEER 4.50

DOMESTIC BEER 4.00

BOTTLED WATER 3.00

SOFT DRINK 2.50

JUICE 2.50

HOSTED PREMIUM BAR

COCKTAILS 11.00

Featuring Smirnoff, Beefeater, Dewar's, Jim Beam Black, Canadian Club, Jose Cuervo Gold, Cruzan, Martini & Rossi Dry and Sweet Vermouth

WINE 9.00

Woodbridge by Robert Mondavi Chardonnay, Cabernet, Merlot and White Zinfandel

IMPORTED BEER 4.50

DOMESTIC BEER 4.00

BOTTLED WATER 3.00

SOFT DRINK 2.50

JUICE 2.50

100.00 per bartender for four hours of service!
Please add 18% service charge and 12% sales taxes to all bars,
unless otherwise noted.

Bar lists and prices are subject to change.



BEVERAGES

Signature

CASH BAR

- DELUXE COCKTAIL 12.00
- PREMIUM COCKTAIL 11.00
- IMPORTED BEER 4.50
- DOMESTIC BEER 4.00
- BOTTLED WATER 3.00
- SOFT DRINK 2.50
- JUICE 2.50

100.00 per bartender for four hours of service.
Please add 18% service charge and 12% sales taxes to all bars,
unless otherwise noted.

Bar lists and prices are subject to change.



BEVERAGES

PACKAGE BARS

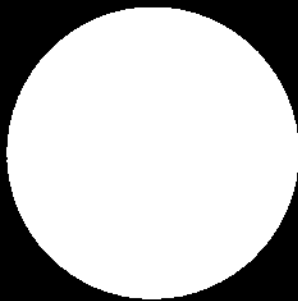
Package bars are available for Plated or Chef's Table functions only.

	TWO HOUR PACKAGE	THREE HOUR PACKAGE	FOUR HOUR PACKAGE
DELUXE BRANDS	20.00	27.00	32.00
PREMIUM BRANDS	17.00	25.00	30.00
BEER AND WINE	12.00	18.00	21.00
NON-ALCOHOLIC	5.00	7.00	9.00

(1.00 additional per hour after four hours)

100.00 per bartender for four hours of service.
Please add 18% service charge and 12% sales taxes to all bars,
unless otherwise noted.

Bar lists and prices are subject to change.



SEARS **MENU**

S E A R S C E N T R E A R E N A



WELCOME...

Welcome to the 2010 season at Sears Centre Arena! We look forward to a memorable season filled with great events and delicious food.

Our teams of chefs have prepared a formidable line-up featuring game day classics as well as some inspiring new creations. We invite you to order your favorites and try some of the new options from our kitchen. A few features that deserve mention are our Market Fresh Fruit, Vegetable Crudite, Prairie View Chicken Wings and Italian Beef Sandwiches.

Keep an eye out for emails coming your way that include your 2010 preorder forms and a list of upcoming specials. Keep in mind, that the order deadline is two full business days prior to all events. When calling with questions or placing orders, please call our Guest Relations team at 847-649-2370. Those preferring to fax orders may do so at 847-649-2400 or email SuiteEats@searscentre.com.

We look forward to seeing you throughout the 2010 season. In the meantime, please do not hesitate to contact me directly at 847-649-2234 with any questions or comments.



Yousuf Ahmed
Director of Operations
Levy Restaurants 2010 Suite Menu



COMBOS

STARTING LINE UP

MAIN EVENT

Our Executive Chef has created the perfect packages by hand selecting the finest flavors and complimenting dishes designed to enjoy from the first play to the final buzzer, one delicious bite at a time. So take it easy and make your next suite experience a big success when you choose one of Levy's Winning Combinations.

LINE

EVENT

This package scores big points with every fan!

STARTING LINE UP

SNACK MIX

Our own special blend of nuts and snack crackers

DRY ROASTED PEANUTS

SOUTHWESTERN NACHO BAR

Spicy chili, cheddar cheese, guacamole, sour cream and jalapeno peppers

ALL BEEF HOT DOGS

Served with condiments and potato chips

129.50 served for a minimum of 10 people

The Main Event is the perfect package of fan favorites!

MAIN EVENT

CLASSIC TOMATO BRUCHETTA

Diced seasonal tomatoes with fresh basil and olive oil

RED PEPPER HUMMUS

Parmesan pita chips

MARINATED OLIVE TAPENADE

Garlic Crostini

ITALIAN BEEF SANDWICH

Oregano beef jus, classic bun, sautéed peppers and hot giardiniera

BAKED PENNE PASTA

Tomato basil sauce, provolone and Parmesan cheeses

199.50 served for a minimum of 10 people

All listed prices are subject to 18% service charge and 12% sales tax.



2013 LINE UP

COOL STARTERS WARM UPS SALADS SANDWICHES AND MORE
FUTURE STARS SNACKS SUITE SWEETS

At Levy Restaurants we have a passion for food and genuine enthusiasm for showing you our heartfelt hospitality. We hope you enjoy this years culinary line-up, featuring game day classics and new signature items that will make every event an experience to savor.

STARTERS

UPS

RED PEPPER HUMMUS

Parmesan pita chips 22.95 serves 6 guests

CLASSIC TOMATO BRUCHETTA

Seasonal tomatoes with fresh basil, Olive oil and garlic crostini
34.95 serves 6 guests

MARKET FRESH FRUIT

Seasonal fruits with a yogurt dipping sauce 39.95 serves 6 guests

ARTISAN MIDWESTERN CHEESE

Dried fruit, candied walnuts, fruit preserves, honey, lavash crackers and flat
bread crackers 53.95 serves 6 guests

VEGETABLE CRUDITÉS

Fresh vegetables served with buttermilk ranch dip 34.95 serves 6 guests

PRAIRIE VIEW CHICKEN WINGS

Crisp wings with barbecue sauce, Buffalo sauce and our flaming hot suicidal
sauce 53.70 serves 6 guests

SOUTHWESTERN NACHO BAR

Spicy chili, Cheddar Cheese sauce, guacamole, sour cream and jalapeno peppers
46.95 serves 6 guests

CHICKEN TENDERS

Breaded and served with barbecue sauce, honey mustard dipping sauce and
ketchup 41.70 serves 6 guests

All listed prices are subject to 18% service charge and 12% sales tax.

AND

CHICKEN CAESAR SALAD

Crisp romaine lettuce tossed with diced chicken, our Caesar dressing,
Parmesan cheese and garlic croutons

52.95 serves 6 guests

CLASSIC CAESAR SALAD

Crisp romaine lettuce, our Caesar dressing, Parmesan cheese and garlic croutons

35.95 serves 6 guests

SMOKED TURKEY SANDWICH

On pretzel roll with sweet and tangy apple slaw and Dijon mustard

Served with potato chips. 53.70 serves 6 guests

SOUTHERN STYLE SMOKED PORK SANDWICH

Pulled barbecue pork served with creamy coleslaw and onion buns

53.70 serves 6 guests

ITALIAN BEEF SANDWICH

Oregano beef jus, classic bun, sautéed peppers and hot giardiniera

47.70 serves 6 guests

ALL BEEF HOT DOGS

Served with condiments and potato chips 35.70 serves 6 guests

All listed prices are subject to 18% service charge and 12% sales tax.

STARS

Kids' meals are accompanied by fresh fruit, carrot and celery sticks with ranch dip, chocolate chip cookie, and a souvenir. 5.95 per player

Choice of:

ALL BEEF HOT DOG

With all the favorite fixings

CHICKEN TENDERS

Served with ketchup, barbecue sauce and honey mustard dipping sauce

PEANUT BUTTER AND JELLY SANDWICH

MAC AND CHEESE

Our Future Stars menu is reserved for those 12 years old and under

All listed prices are subject to 18% service charge and 12% sales tax.

SNACK ATTACK

An assortment of great snacks including honey roasted peanuts, mustard pretzels, kettle potato chips, dry roasted peanuts and our own snack mix
29.95

SALSA SAMPLER

Salsa roja, salsa verde and smoky salsa fresca with crisp tortilla chip
29.95

POTATO CHIPS AND DIP

Kettle style chips with toasted onion dip 19.95

FRESHLY POPPED POPCORN

13.95 per basket

DRY ROASTED PEANUTS

10.25 per basket

SNACK MIX

10.25 per basket

HONEY ROASTED PEANUTS

11.25 per basket

MUSTARD FLAVORED PRETZELS

9.25 per basket

OUR FAMOUS DESSERT CART

A large assortment of cakes, ice cream, candies and cordials
All individually priced

GOURMET COOKIES

Assortment of our house baked cookies 24.95 per dozen

GOURMET DESSERT BARS

A combination of our sweet dessert bars including luscious lemon, peanut butter and brownie 47.95 per dozen

CUSTOMIZED DESSERTS

We provide personalized, decorated layer cakes for your next celebration. The cake, candles and sparklers will be delivered to your suite at a specified time. We request that you give us a notice of three working days for this service.



OF

Our Day of Event features an array of appetizers, side salads, snacks, hot dogs and sandwiches that can be ordered on game day. You can make selections straight from this portion of the menu during the game with your suite attendant.

OF

PRAIRIE VIEW CHICKEN WINGS

Crisp wings with barbecue sauce, Buffalo sauce and our flaming hot suicidal sauce 53.70 serves 6 guests

CHICKEN TENDERS

Breaded and served with barbecue sauce, honey mustard dipping sauce and ketchup 41.70 serves 6 guests

CLASSIC CAESAR SALAD

Crisp romaine lettuce, our Caesar dressing, Parmesan cheese and garlic croutons 35.95 serves 6 guests

VEGETABLE CRUDITÉS

Fresh vegetables served with buttermilk ranch dip 34.95 serves 6 guests

MARKET FRESH FRUIT

Seasonal fresh fruits with yogurt dipping sauce 39.95 serves 6 guests

ALL BEEF HOT DOGS

Served with condiments and potato chips 35.70 serves 6 guests

SOUTHERN STYLE SMOKED PORK SANDWICH

Pulled barbecue pork served with creamy coleslaw and onion buns 53.70 serves 6 guests

ITALIAN BEEF SANDWICH

Oregano beef jus, classic bun, sautéed peppers and hot giardiniera 47.70 serves 6 guests

SNACK ATTACK

An assortment of great snacks including honey roasted peanuts, mustard pretzels, kettle potato chips, dry roasted peanuts and our own snack mix 29.95

FRESHLY POPPED POPCORN

13.95 per basket

DRY ROASTED PEANUTS

10.25 per basket

SNACK MIX

10.25 per basket

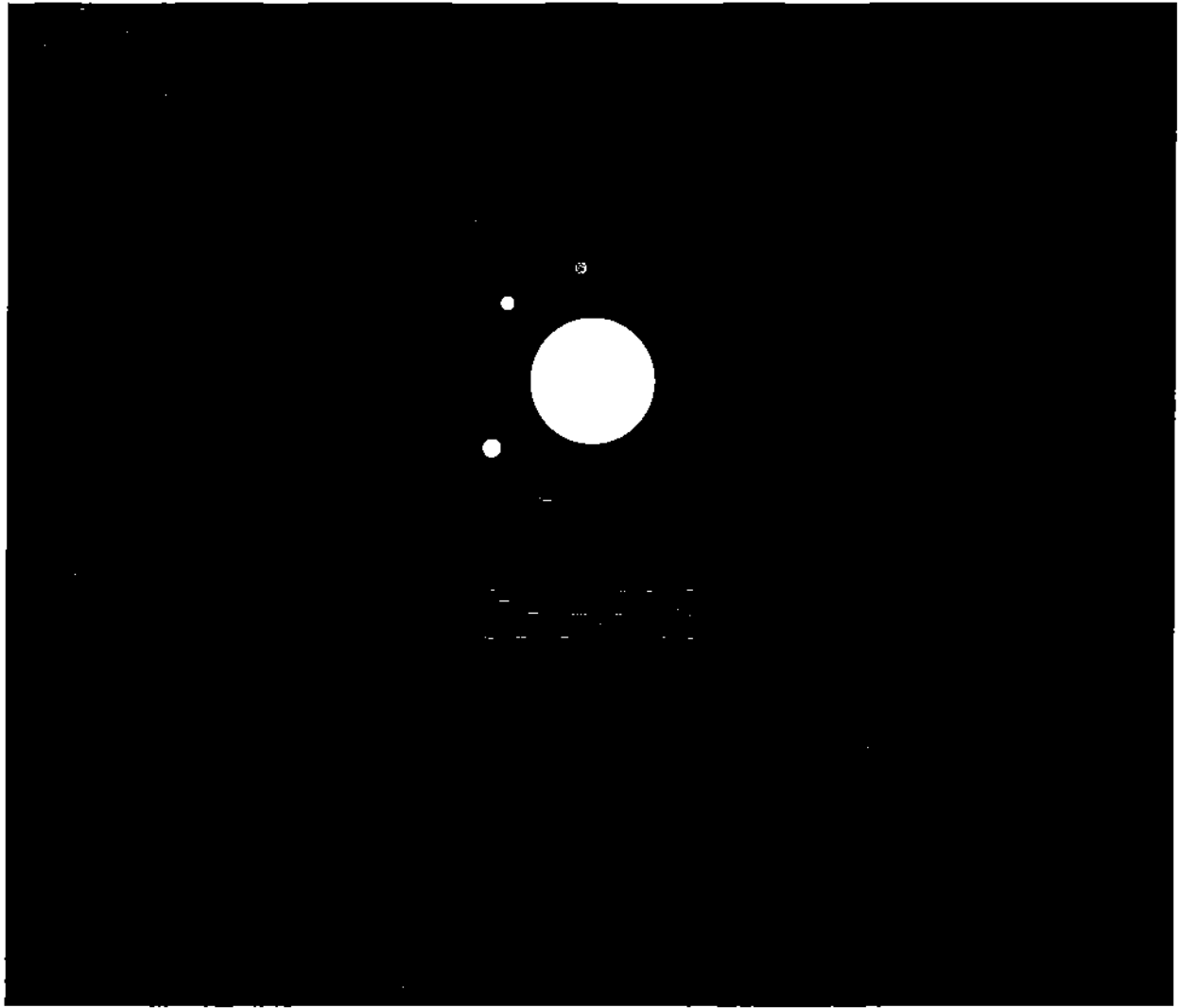
HONEY ROASTED PEANUTS

11.25 per basket

MUSTARD FLAVORED PRETZELS

9.25 per basket

All listed prices are subject to 18% service charge and 12% sales tax.



BEERS LIQUOR WINE CHILL

Levy Restaurants is proud to offer you a wine list that boasts the top rated wines from Wine Spectator's "Top 100 Wines of the Year." We offer wines with a variety of characters, styles and bold flavors, providing you with the ultimate pairings for your savory food selections. Thirsty for a cocktail? Choose from our extensive list of premium liquors, beers, mixers and soft drinks.

BEER (Sold by the six-pack unless otherwise noted)

Heineken 26.00

Amstel Light 26.00

Corona 26.00

Miller Genuine Draft 24.00

Miller Light 24.00

Miller High Life 24.00

Budweiser 24.00

Bud Light 24.00

Sharp's 24.00

Coors Light 24.00

MGD64 24.00

All listed prices are subject to 18% service charge and 12% sales tax.

VODKA

Kettle One 55.00
Absolut 52.00
Grey Goose 65.00

SCOTCH

Dewar's 49.00
Johnnie Walker Black 55.00

WHISKEY

Jack Daniel's 44.00
Jim Beam Black 40.00
Canadian Club 36.00
Crown Royal 40.00
Jameson 44.00

GIN

Bombay Sapphire 50.00
Beefeater 40.00
Tanqueray 44.00

TEQUILA

Jose Cuervo Gold 39.00
Sauza Gold 40.00

RUM

Bacardi 34.00
Captain Morgan 38.00
Malibu 42.00
Cruzan Light 31.00

MISCELLANEOUS

Grand Marnier 55.00
Starbucks Liqueur 60.00
DeKuyper Pucker Sour Apple 26.00
Baileys Irish Cream 48.00
DiSaonno Armaretto 48.00
Martini & Rossi Dry Vermouth 11.00
Martini & Rossi Sweet Vermouth 11.00

All listed prices are subject to 18% service charge and 12% sales tax.

WHITE WINE

BUBBLY

Chardon Blanc de Noirs, Carneros 45.00
Korbel Brut, California 34.00

LIGHT AND CRISP

Kunde Sauvignon Blanc, Sonoma 39.00
Little Black Dress Pinot Grigio, California 34.00
Ruffino 'Lumina' Pinot Grigio, Italy 32.00

CREAMY AND ELEGANT

Sonoma-Cutrer 'Russian River Ranches' Chardonnay, Sonoma 45.00
Kendall-Jackson 'Special Select' Chardonnay, California 36.00

SWEET AND SMOOTH

Wente River Bank Riesling, Monterey 31.00

RED WINE

RIPE AND RICH

Coppola 'Diamond Series' Merlot, California 40.00
Rodney Strong 'Russian River' Pinot Noir, Sonoma 44.00

SPICY AND SASSY

Jacob's Creek 'Reserve' Shiraz, Australia 35.00
Bonterra Zinfandel, Mendocino County 35.00

BIG AND BOLD

Columbia Crest 'Grand Estates' Cabernet Sauvignon, Columbia Valley,
Washington 44.00
B.R. Cohn 'Silver Label' Cabernet Sauvignon, Sonoma 55.00

All listed prices are subject to 18% service charge and 12% sales tax.

(Sold by six-pack unless otherwise noted)

SOFT DRINKS

Pepsi 15.00
Diet Pepsi 15.00
Sierra Mist 15.00
Mountain Dew 15.00
Ginger Ale 15.00
Mugs Root Beer 15.00
Iced Tea 15.00
Tropicana Lemonade 15.00

JUICES

Cranberry Juice 15.00
Grapefruit Juice 15.00
Orange Juice 15.00

WATER AND CLUB SODA

Bottle Water 15.00
Tonic Water 15.00
Club Soda 15.00

MISCELLANEOUS BEVERAGES

Fresh-Roasted Regular Coffee 12.00
Fresh-Roasted Decaffeinated Coffee 12.00
Hot Chocolate 12.00

BAR SUPPLIES

Finest Call Bloody Mary 7.00
Sour Mix 7.00
Margarita Mix 7.00

All listed prices are subject to 18% service charge and 12% sales tax.

BEVERAGE REPLENISHMENT

You may choose between two options to replenish the beverages in your Luxury Suites.

1. AUTOMATIC REPLENISHMENT BEVERAGE RESTOCK PROGRAM

The most convenient way is for you to order a par of beverages to be kept in your suite at all times. After each event, our Luxury Suites staff will assess what was consumed during the event and will replenish the beverages accordingly. (The charge for restocked beverages will be added to your bill.) We've put together a recommended beverage par to simplify the process even further:

RECOMMENDED BEVERAGE RESTOCK PAR

- (1) bottle each of whiskey or bourbon, vodka, rum and tequila
- (1) liter each of Bloody Mary mix and Margarita mix
- (2) six-packs each of Pepsi and Diet Pepsi
- (1) six-pack each: Sierra Mist, bottle water, tonic water, etc.
- (1) bottle each of white wine and red wine
- (1) bottle of sparkling wine
- (4) six-packs of beer: (2) domestic and (2) import
- (1) quart each of orange, cranberry and grapefruit

If you would like to participate in the Beverage Restock Program, please contact your Guest Relations Representative at 847-649-2370 and they can help you make your selections.

2. ORDERING BY EVENT

You may also place a beverage order when you place your food orders, by 5:00 p.m. CST, two business days before the event. Please see the list of products in the Beverage Section of this menu. All food and beverage orders can be placed with your Guest Relations Representative at 847-649-2370.

BE A TEAM PLAYER – DRINK RESPONSIBLY

Sears Centre Arena and Levy Restaurants are dedicated to providing quality events that promote enjoyment and safety for everyone. This is best achieved when moderation is practiced. Therefore, we ask that you refrain from drinking and driving. Thank you for your efforts to make Sears Centre Arena a safe and exciting place for everyone.



SCOOP

HOURS OF OPERATION

Sears Centre Arena Guest Relations Representatives are available from 9:00 a.m. to 5:00 p.m. CST, Monday through Friday, to assist you in your food and beverage selections.

To reach a representative, dial 847-649-2370, email: SuiteEats@searscentre.com or send a fax to: 847-649-2400.

QUICK REFERENCE LIST

Sears Centre Arena General Information	847.649.2222
Sears Centre Arena Premium seating	847.649.2227
Sears Centre Arena Box Office	847.649.2270
Levy Restaurants Guest Relations Representative	847.649.2370
Levy Restaurants Catering Fax	847.649.2400

SCOOP

FOOD AND BEVERAGE ORDERING

In ensuring the highest in presentation, service and quality, we ask that all food and beverage selections (including special liquor requests) be placed by 5:00 p.m. CST, two business days prior to each event. Please place all Saturday, Sunday and Monday event orders by 5:00 p.m. on Thursday.

Orders can be arranged with the assistant of a Guest Relations Representative at 847-649-2370 during normal business hours. Orders can also be received via fax at 847-649-2400 or e-mail at SuiteEats@searscentre.com. If an event is cancelled for any reason and the arena does not open, you will not be charged for your food and beverage order. Please notify us as soon as possible of any cancellations. Orders cancelled by 4:00 p.m. the business day prior to the event will not be charged.

A built-in bar and refrigerator provide the foundation for your in suite beverage service. Consult with a Guest Relations Representative to sign up for your Beverage Restocking program to stock your bar with a selection of recognized, quality brand name products, including liquors, beer, wine and soft drinks, or simply refer to our beverage menu for recommendations. Should you prefer any beverage items that are not included in our menu, please let us know and we will do our best to fulfill your request.

Additional beverages may be purchased during the event through your suite attendant or by using the in-suite courtesy phone. To maintain compliance with the rule and regulations set for by the State of Illinois, we ask that you adhere to the following:

1. Alcoholic beverages cannot be brought into or taken out of Sears Centre Arena.
2. It is responsibility of the suite holder or their representative to monitor and control alcohol consumption within the suite.
3. Minors (those under the age of 21), by law, are not permitted to consume alcoholic beverages.
4. It is unlawful to serve alcoholic beverages to an intoxicated person.
5. Suite holders are not permitted to take cans, bottles of glasses outside the suite area. Drinks taken into the suite hallway must be poured into disposable cups. Please note, however, that no drinks may leave the suite level.
6. During some events, alcohol consumption may be restricted.

SCOOP

FOOD AND BEVERAGE DELIVERY

Your food and beverage selections will be delivered to your suite prior to your arrival at each event, unless alternative arrangements have been made. Due to space restrictions, some items may be delivered closer to event time to ensure the highest quality.

SPECIALIZED ITEMS

Levy Restaurants will endeavor to fulfill special menu requests, including Kosher and vegetarian meals, whenever possible. We appreciate three working days' notice for this service. In addition to our food and beverage selections, our Guest Relations Team can assist you with many other arrangements. It's really one-stop shopping- balloons, floral arrangements, special occasion cakes— all designed to create a unique event for you and your guests.

SMALLWARES AND SUPPLIES

Suites will be supplied with all of the necessary accoutrements: knives, forks, spoons, plates, cocktail and dinner napkins, glasses, corkscrew and salt and pepper shakers. We recommend that supplies be kept in the same location to facilitate replenishment. Liquor cabinets and refrigerators will be LOCKED unless we are advised otherwise.

SECURITY

Please be sure to remove all personal property. Levy Restaurants and Sears Centre Arena cannot be responsible for any lost or misplaced property left unattended in the suite.

PAYMENT PROCEDURE

Levy Restaurants will bill the suite holders' credit card of choice at the conclusion of each event. An itemized receipt outlining in detail will be available at each event and all copies of the receipts are to be faxed or emailed upon request. An 18% service charge and 12% sales tax will be added to all orders. Because Levy Restaurants exclusively furnishes all food and beverage products for the Luxury Suites at Sears Centre Arena, guests are prohibited from bringing personal food or beverages without proper authorization. Any such items will be charged to the suite holder at our normal retail price.

PARTIES AND LOCATION

Come out and play! Sears Centre Arena provides the perfect setting for one-of-a-kind corporate outings and social events, enhanced by the expert service and fine cuisine of Levy Restaurants.

For more information on private events at Sears Centre Arena, call our Event Planners at 847-649-2201.

S E A R S C E N T R E A R E N A

5333 Prairie Stone Parkway, Hoffman Estates IL, 60132

ENDZONES

(Bridge Level - 2 Stands Located in the North & South Side of the Arena)

PANEL 1		PANEL 2		PANEL 2	
FAVORITES		THRIST QUENCHERS			
Nachos	5.00	Draft Beer	Large	6.00	
Peanuts	3.50	Bottled Water (Deja Blue)		4.00	
		Wine		8.00	
		Soft Drink	Regular	5.00	
			Large	4.50	
Sales Tax Included		Sales Tax Included			

PHOTO

(Input Levy conc. Tag Line here)

BREAKAWAYS

Location: Sears Centre Arena

(Bridge Level - 2 Stands Located in the North & South Side of the Arena)

PANEL 1		PANEL 2		PANEL 2		
FAVORITES		PHOTO		THRIST QUENCHERS		
Hot Dog	4.50			Draft Beer	Large	8.00
Nachos	5.00			(Miller Lite) (MGD)	Reg	7.25
Popcorn	4.25			Wine		8.00
Peanuts	3.50			Bottled Water (Deja Blue)		4.00
Jumbo Pretzel	4.00			Hot Chocolate		2.00
				Fresh Brewed Coffee		2.00
Extra Cheese	0.50			Soft Drink	Regular	5.00
					Large	4.50
				SWEET TREATS		
				Candy		4.00
Sales Tax Included		(Input Levy conc Tag Line here)		Sales Tax Included		

ULTIMATE FIESTA

Location: Sears Centre Arena

(Main Concourse - South end of Arena - Busiest Stand)

PANEL 1		PANEL 2		PANEL 2		
SPECIALTIES		PHOTO		THRIST QUENCHERS		
Nachos Grande	7.00			Draft Beer	Large	8.00
Hot Dog	4.50			(Miller Lite) (MGD)	Regular	7.25
Pizza	6.00					
Cheese, Sausage, or Pepperoni				Wine		8.00
Cheeseburger	6.00			Bottled Water		4.00
				Hot Chocolate		2.00
SNACKS				Fresh Brewed Coffee		2.00
Nachos	5.00			Soft Drink	Regular	4.50
Popcorn	4.25				Large	5.00
Peanuts	3.50			SWEET TREATS		
Jumbo Pretzel	4.00			Candy		4.00
Extra Cheese	0.50					
Sales Tax Included				(Input Levy conc Tag Line here)		

HEADLINERS

Location: Sears Centre Arena

(Main Concourse - West End of the Arena -2nd Busiest Stand)

PANEL 1		PANEL 2		PANEL 2			
FAVORITES		PHOTO		THRIST QUENCHERS			
Italian Beef	7.00			Draft Beer	Large	8.00	
Pizza	6.00			(Miller Lite) (MGD)	Regular	7.25	
Hot Dog	4.50			Import Beer		8.00	
Cheeseburger	6.00			Wine		8.00	
SNACKS				Bottled Water		4.00	
Nachos	5.00			Hot Chocolate		2.00	
Cheese Fries	4.50			Fresh Brewed Coffee		2.00	
Popcorn	4.25			Soft Drink	Regular	4.50	
French Fries	3.50				Large	5.00	
Peanuts	3.50			SWEET TREATS			
Jumbo Pretzel	4.00			Candy		4.50	
Extra Cheese	0.50						
Sales Tax Included				(Input Levy conc Tag Line here)			

HOT TICKET GRILL

Location: Sears Centre Arena

(Main Concourse - North End of Arena Outside Club)

PANEL 1			PANEL 2			PANEL 2																																						
FAVORITES			PHOTO			THRIST QUENCHERS																																						
Pizza	Cheese, Sausage or Pepperoni	6.00				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Draft Beer</td> <td style="text-align: center;">Large</td> <td style="text-align: right;">5.00</td> </tr> <tr> <td>(Miller Lite) (MGD)</td> <td style="text-align: center;">Regular</td> <td style="text-align: right;">7.25</td> </tr> <tr> <td>Wine</td> <td></td> <td style="text-align: right;">8.00</td> </tr> <tr> <td>Bottled Water</td> <td></td> <td style="text-align: right;">4.00</td> </tr> <tr> <td>Hot Chocolate</td> <td></td> <td style="text-align: right;">2.00</td> </tr> <tr> <td>Fresh Brewed Coffee</td> <td></td> <td style="text-align: right;">2.00</td> </tr> <tr> <td>Soft Drink</td> <td style="text-align: center;">Regular</td> <td style="text-align: right;">4.50</td> </tr> <tr> <td></td> <td style="text-align: center;">Large</td> <td style="text-align: right;">5.00</td> </tr> <tr> <td colspan="3" style="text-align: center;">SWEET TREATS</td> </tr> <tr> <td>Candy</td> <td></td> <td style="text-align: right;">4.00</td> </tr> <tr> <td>Funnel Cake</td> <td></td> <td style="text-align: right;">4.00</td> </tr> <tr> <td>Churros</td> <td></td> <td style="text-align: right;">2.00</td> </tr> </table>			Draft Beer	Large	5.00	(Miller Lite) (MGD)	Regular	7.25	Wine		8.00	Bottled Water		4.00	Hot Chocolate		2.00	Fresh Brewed Coffee		2.00	Soft Drink	Regular	4.50		Large	5.00	SWEET TREATS			Candy		4.00	Funnel Cake		4.00	Churros		2.00
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CLUB GRILL

(Located Inside the Amcore Bank Club Lounge)

PANEL 1	PANEL 2																																																																		
FAVORITES	THIRST QUENCHERS																																																																		
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EXHIBIT "E"

SPONSORSHIP AGREEMENTS

Copies of the following Sponsorship Agreements are attached:

1. Sponsorship Agreement by and between Sears Centre and MillerCoors, LLC, dated October 1, 2009.
2. Letter Agreement between Red Hot Chicago/Jemm and Village of Hoffman Estates, dated March 1, 2010.
3. Advertising Sponsorship Agreement by and between Connie's Pizza and CCO Entertainment LLC, dated February 1, 2009.
4. Beverage Agreement by and between Pepsi-Cola General Bottlers IL, LLC and Front Row Marketing Services, LP, dated December 23, 2009.

EXHIBIT E

SPONSORSHIP AGREEMENT

This agreement ("Agreement") is made effective as of October 1, 2009, (the "Effective Date") by and between Sears Centre, ("Venue"), and MillerCoors LLC, a Delaware limited liability company ("MillerCoors"). MillerCoors and Venue may sometimes be referred to individually as a "Party" or collectively as the "Parties."

ARTICLE 1 TERM

1.1 Term. The term of this Agreement shall commence on the Effective Date and continue until October 31, 2012, unless earlier terminated as provided herein. MillerCoors and Sears Centre shall each have the right to exercise an option to terminate this Agreement by providing a written notice of termination to the other party on or before January 1 of each contract year of their intent to terminate the agreement following the current contract year.

1.2 Right of First Refusal. MillerCoors shall have the first right of renewal to sponsor the Venue. Venue agrees to submit to MillerCoors in writing by March 1, 2012, a proposal for sponsorship, specifying all of the necessary details and costs. If MillerCoors elects to accept such proposal and sponsor the Venue, MillerCoors will give written notice of its election to the Venue within sixty (60) days from the above date.

ARTICLE 2 SERVICES

2.1 Identification, Exclusivity and Conveyance. Venue agrees to prominently identify MillerCoors as a sponsor in connection with the Venue. Venue's services are exclusive and Venue shall not perform the same or similar services for any manufacturer, producer or provider of products or services competitive with MillerCoors' products or services during the term of this Agreement (including any renewal terms), except as defined in state, local, or regional laws regarding the sale of alcoholic beverages. Venue conveys the following:

(a) the right to promote and publicize MillerCoors' sponsorship of the Venue with prior written approval from Venue and;

(b) the right to be the exclusive malt beverage advertiser and sponsor of the VENUE.

2.2 MillerCoors Payment. MillerCoors agrees to pay the Sponsorship Fee, described below, to Venue. This Agreement is for advertising and promotional exposure only. MillerCoors shall have no responsibility for organizing, promoting, conducting, financing, or otherwise producing the Venue.

2.3 Alcohol Beverages. Venue represents that it is not a seller of alcohol beverages and that it is not the holder of a license or permit to sell alcohol beverages at retail. Nothing in this Agreement shall be construed or interpreted as requiring or inducing Venue to cause MillerCoors' malt beverage products to be sold in connection with this Agreement, or if



MillerCoors' malt beverage products are being sold, that they shall be sold to the exclusion in whole or in part of other malt beverage products.

ARTICLE 3 CONSIDERATION

3.1 Sponsorship Fee. In consideration of Venue's performance pursuant to this Agreement, MillerCoors agrees to pay Venue a sponsorship fee of Two Hundred Forty Thousand Dollars (\$240,000.00) (the "Sponsorship Fee") in the following manner:

(a) Eighty Thousand Dollars (\$80,000.00) payable following execution of this Agreement, receipt of an original invoice and Certificate of Insurance required under this Agreement.

(b) Eighty Thousand Dollars (\$80,000.00) payable or before October 15, 2010 following receipt of an original invoice by MillerCoors from Venue.

(c) Eighty Thousand Dollars (\$80,000.00) payable or before October 15, 2011 following receipt of an original invoice by MillerCoors from Venue.

ARTICLE 4 VENUE REPRESENTATIONS, WARRANTIES AND COVENANTS

Venue Duties. Venue shall obtain releases, licenses, permits or other authorizations to use photographs, copyrighted materials, artwork or any other property or rights belonging to third parties used by Venue in performing services for MillerCoors.

4.1 Venue Representations and Warranties. Venue represents and warrants as follows:

(a) that it has the necessary experience, expertise and ability to operate and promote the Venue;

(b) that it has the right to convey, assign and transfer the advertising and promotional rights granted to MillerCoors in this Agreement and that such rights do not infringe on the rights of any other person or entity;

(c) that it will, at all times, exercise due care and caution for the safety of competitors, spectators and all other persons in or at the Venue and related activities.

that at all times during the term of this Agreement Venue shall conduct itself so as to enhance the quality and image of MillerCoors and its products and with due regard to social conventions, and decency, and that Venue will not commit any act or become involved in any situations or occurrences which in MillerCoors' judgment degrades it in society, or which brings it into public disrepute, contempt, scandal or ridicule or which shocks, insults or offends the community or reflects unfavorably upon Venue or MillerCoors. Cannot delete this language, please propose alternate if this is unacceptable

Handwritten initials and a signature in black ink, located in the bottom right corner of the page.

that it is not, has not and will not during the term of this Agreement become insolvent, seek protection from creditors, make a general assignment for the benefit of creditors, or appoint a receiver for its business.

ARTICLE 5 STATUS OF PARTIES

5.1 Independent Contractor. The parties expressly understand and agree that Venue is acting as an independent contractor unrelated to MillerCoors or any of its subsidiary or affiliated companies. Nothing in this Agreement is intended to create a relationship, express or implied, of employer-employee, principal-agent, or partnership between MillerCoors and Venue or between MillerCoors and any employee, agent, subcontractor, volunteer or other individual engaged or provided to work under this Agreement by Venue.

5.2 Expenses. Venue shall pay for the initial cost of production of Sign designated in Exhibit A, and all costs associated with change of artwork shall be at MillerCoors sole expense. MillerCoors shall also be responsible for all costs associated with the build-out of the Party Deck Area. In addition, all costs associated with the production of any other MillerCoors advertising property shall be at MillerCoors sole expense.

5.3 Content. The content of all MillerCoors advertising property within Venue, shall be subject to the prior written approval of Venue. Venue may prohibit the use of any such advertiser property, at its sole discretion, should such materials contain objectionable matter of any nature or conflicts with existing Venue agreements.


ARTICLE 6 COMPLIANCE

6.1 Government Regulations. Unless otherwise exempt,

(a) The clauses required to be incorporated into government contracts under 41 C.F.R. sections 60-1.4, 60-250.5(a), 60-741.5(a), 48 C.F.R. 22.810, 48 C.F.R. 22.1308, and 48 C.F.R. 22.1408 are incorporated into this Agreement by reference.

(b) Venue shall comply with all requirements of (i) Executive Order 11246, as amended, and applicable regulations issued thereunder, (ii) the requirements of Section 503 of the Rehabilitation Act of 1973 as amended, and the regulations issued thereunder, (iii) the requirements of Section 503 of the Vietnam Era Veterans' Readjustment Assistance Act of 1972, as amended, 38 U.S.C. § 4212, (iv) the reporting requirements set forth in 41 C.F.R. 60-250.5 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12112; and (v) the requirements of 41 C.F.R. Chapter 60.

With respect to (iv) above, if the services provided to MillerCoors under this Agreement require MillerCoors to make any reasonable accommodation under the Americans with Disabilities Act, Venue agrees to pay all costs necessary to make such reasonable accommodation or to reimburse MillerCoors for all costs expended by MillerCoors in order to make such reasonable accommodation under the Act. With respect to (v) above, Venue certifies that if it has fifty (50) or more employees and if it anticipates sales to MillerCoors in connection



with government contracts of \$50,000 or greater, it will develop a written affirmative action compliance program for each of its establishments consistent with the rules and regulations by the Department of Labor at 41 C.F.R. Chapter 60. If you are compliant this clause should not cause you concern if it remains

6.2 General Laws and Permits. With respect to this Agreement, Venue and MillerCoors shall (i) comply with any and all applicable federal, state, local or agency laws, regulations, rules, ordinances or other directives, and (ii) obtain all releases, licenses, permits or other authorizations required by any governmental body or authority.

ARTICLE 7 INTELLECTUAL PROPERTY

7.1 Use of Trademarks. Venue and MillerCoors will not use any trademark, patent, service mark, trade name, logo or other indicia of MillerCoors or Venue without MillerCoors' or Venue's express written consent. Venue may, during the term of this Agreement, make copies of and prepare derivative works of copyrighted materials of MillerCoors necessary for the performance of this Agreement. All such copies and derivative works will be the property of MillerCoors, and will include any copyright or other notices on the original work. At the expiration of this Agreement (whether by completion or termination), and at any time after expiration, Venue, will at their expense, take all actions MillerCoors reasonably requests with respect to such copies and derivative works, including, without limitation, destruction, return, erasing storage media, and providing sworn statements regarding the disposition of such copies and works.

(b) Venue will not publish any information about MillerCoors' use of Company's services or products, nor will Venue use MillerCoors' name in any advertisement or promotion or in connection with any other solicitation for business without MillerCoors' prior written approval.

7.2 Confidentiality. All information developed by Venue and Venue's employees, agents, representatives, assigns or subcontractors for MillerCoors pursuant to this Agreement or with information supplied to Venue for purposes of this Agreement shall be confidential and proprietary information owned by MillerCoors. In addition, during the course of Venue's performance pursuant to this Agreement, Venue may have access to certain other confidential and proprietary information owned by MillerCoors that may be disclosed to Venue or Venue's employees, agents, representatives, assigns or subcontractors orally, in writing or by observation during work on the Venue. All such information developed by or disclosed to Venue or Venue's employees shall be maintained in strict confidence, shall not be used except as necessary for the performance of this Agreement, and shall not be disclosed to any third party without prior written approval by MillerCoors. All tangible items or materials developed by or made available to Venue or Venue's employees, agents, representatives, assigns or subcontractors hereunder shall be delivered to MillerCoors promptly upon the cancellation, termination or completion of this Agreement.

**ARTICLE 8
INSURANCE**

Venue shall purchase and maintain, during the performance of this Agreement, at least the following minimum limits and types of insurance: (A) Commercial General Liability Insurance providing combined single limits of \$5,000,000 per occurrence for bodily injury and/or property damage liability. Said insurance should cover, at a minimum, liability arising from products and completed operations, personal injury/advertising injury, liquor liability, and contractual liability; (B) Statutory Worker's Compensation and Occupational Disease Disability Insurance; (C) Employer's Liability Insurance providing bodily injury by accident, bodily injury by disease per policy, and bodily injury by disease per employee, with liability limits of no less than \$1,000,000 per occurrence; (D) Spectator Liability Insurance and in the amount of \$1,000,000 per occurrence for bodily injury and/or property damage liability. All insurance policies shall be issued by insurance carriers licensed to do business in Colorado, and which have an A-X or better rating by A.M. Best Company. Venue shall furnish to MillerCoors evidence of such insurance coverage in the form of Certificates of Insurance. MillerCoors shall be named as an additional insured on insurance policies listed in items (A) and (D) above and required hereunder. All Certificates of Insurance shall provide that MillerCoors shall be given thirty (30) days written notice prior to any material change, substitution, renewal or cancellation. All such insurance policies which are secured by Venue pursuant to this Agreement, shall be "occurrence" type policies and shall not be "claims made" policies. All Certificates of Insurance shall provide evidence of the type of policies being provided.

**ARTICLE 9
BREACH, REMEDIES AND TERMINATION**

9.1 Termination for Breach. MillerCoors' payments pursuant to the terms of this Agreement are conditioned upon Venue performing its obligations hereunder in a manner satisfactory to MillerCoors. If at any time MillerCoors is dissatisfied with the performance of Venue, MillerCoors will so notify Venue in writing, and effective immediately upon such notification, MillerCoors shall have the absolute right to withhold any payments that are due or may become due pursuant to this Agreement. If Venue has not cured its unsatisfactory performance within sixty (60) days after such notice, MillerCoors may elect to cancel this Agreement immediately. Venue's right to cure pursuant to this section 9.1 shall be limited to one (1) sixty (60) day cure period for any particular type of breach per any twelve (12) month period of time. Upon termination of this Agreement, all fees paid to Venue for services not yet rendered will be refunded to MillerCoors. Furthermore, MillerCoors shall not be obligated to make any further payments after termination. In addition, if at any time Venue is dissatisfied with the performance of MillerCoors, Venue will so notify MillerCoors in writing, and effective immediately upon such notification, Venue shall have the absolute right to withhold any payments that are due or may become due pursuant to this Agreement. If MillerCoors has not cured its unsatisfactory performance within sixty (60) days after such notice, Venue may elect to cancel this Agreement immediately.

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9.2 Termination for Regulatory Reasons. This Agreement is subject to federal, state and local statutes, laws, ordinances, rules and regulations; administrative agency directives, interpretations and advisements; and industry codes and guidelines pertaining to marketing and advertising of alcohol beverages. In the event such governmental and/or industry regulation of alcohol beverage marketing and advertising precludes or restricts alcohol beverage advertising and marketing so as to frustrate the purpose of this Agreement, either Party may terminate this Agreement immediately. In the event of such termination, Venue shall refund to MillerCoors the amount of any advance payment which is proportionately attributable to any performance, conduct or act to occur after the date of termination, and MillerCoors shall not be obligated to make payments pursuant to this Agreement for work done or to be done after the date of termination.

9.3 Force Majeure. Each Party shall be excused from performance under this Agreement while and to the extent that it is unable to perform, for a cause beyond its reasonable control. Force majeure shall not include Venue's mechanical failure or failures or labor shortages or work stoppages. In the event either Party is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement, then the Party affected by force majeure shall give written notice with explanation to the other Party immediately. Following such notice, the affected obligations of the Party giving notice shall be suspended only during the continuance of the events giving rise to the force majeure provided that the affected Party is acting with due diligence to remedy the events giving rise to the force majeure. Notwithstanding the foregoing, however, if Venue is unable to perform for a period of more than twenty (20) days due to any delay, MillerCoors may terminate this Agreement.

9.4 Payment Conditions. MillerCoors' obligation to pay the Sponsorship Fee is expressly conditioned upon the completion of the Venue's full performance of the advertising and promotional benefits described in this Agreement. If for any reason Venue is unable to fully perform such services, MillerCoors does not receive any of such benefits, or services are materially changed so as to frustrate MillerCoors' purpose in entering into the Agreement (collectively, the "Changed Conditions"), MillerCoors shall have the option to 1) terminate this Agreement upon written notice to Venue without further liability for payment of any unpaid Sponsorship Fee, and upon notice of such termination, Venue shall refund to MillerCoors the amount of any advance payment which is proportionately attributable to any services or benefits to occur after the date of termination; 2) negotiate with Venue to extend the Term of this Agreement or to receive additional services and benefits in order to provide MillerCoors with services and benefits reasonably equivalent in value to the services or benefits not provided to MillerCoors as a result of such Changed Conditions; or 3) negotiate a reduction of the Sponsorship Fee proportionately attributable to any reduction in the services or benefits inuring to MillerCoors as a result of such Changed Conditions.

ARTICLE 10 DISPUTE RESOLUTION PROCEDURES

10.1 Mediation. If the Dispute is submitted to mediation, the Parties agree that the mediation will be administered by the American Arbitration Association ("AAA") under its Commercial Mediation Rules. Mediation shall take place in Denver, Colorado, and any AAA and mediator's fees and expenses shall be allocated and paid by the Parties equally. If the Parties

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do not resolve the Dispute through mediation within 30 days from the date the demand is made, the Dispute shall be submitted to legal action in accordance with Section 10.3.

10.2 Legal Action. If the Parties do not resolve the Dispute pursuant to Sections 10.1 or 10.2, the Parties agree that the exclusive forum to resolve any Dispute shall be an action brought in District Court, Jefferson County, State of Colorado or the U.S. District Court for the District of Colorado.

10.3 Confidentiality. All proceedings pursuant to this Article shall be confidential. Any admission or statement made pursuant to this Article shall not be admissible or used in any arbitration or judicial proceeding.

ARTICLE 11 NOTICES

11.1 Notice. Any notice, demand, consent, election, offer, approval, request or other communication (collectively, a "notice") required under or provided pursuant to this Agreement must be in writing and either delivered personally, sent by overnight delivery courier, or sent by certified or registered mail, postage prepaid, return receipt requested to the person designated below (the "Designated Representative"). Notice shall be deemed given when received. A notice sent by facsimile will be deemed given when receipt by the receiving facsimile machine has been confirmed.

A notice must be addressed as follows:

To VENUE:

Sears Centre Arena
Attention: Jeff Bowen, President
5333 Prairie Stone Parkway
Hoffman Estates, IL 60192

Telephone number: 847-649-2201
Facsimile number: 847-649-2301
E-mail: jeff.bowen@searscentre.com

To MILLERCOORS:

MillerCoors LLC
Attention: Kristin Wilson
PO Box 4030 BC500
Golden, CO 80401-0030
Telephone number: 303-277-2782
E-mail: kristin.wilson@millercoors.com

ARTICLE 12 MISCELLANEOUS

12.1 Authority. Venue warrants that it has the full authority and power to enter into and perform under this Agreement and to make all representations, warranties and grants as set forth herein. Venue represents that it is not subject to any restrictive obligations imposed by

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former clients or any other person that would impair its ability to exercise its best efforts for or on behalf of MillerCoors in connection with services to be performed pursuant to this Agreement.

12.2 Survivability. All covenants, indemnities, guarantees, rights of first refusal, representations and warranties by Venue and any undischarged obligations of MillerCoors arising prior to the expiration of this Agreement (whether by completion or earlier termination) shall survive such expiration.

12.3 Enforceability. Either Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving Party.

12.4 Amendments. This Agreement may not be amended except in writing properly executed by both Parties. Except as specifically amended, this Agreement shall remain in full force and effect as written.

12.5 Severability. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and the remainder of this Agreement shall remain in full force and effect.

12.6 Complete Agreement. This Agreement, and all exhibits thereto, constitute the complete and exclusive agreement between the Parties. It supersedes all prior written and oral statement, condition, obligation, representation or warranty. In the event of any inconsistency between this Agreement and any exhibit, the provisions of this Agreement shall take precedence.

12.7 Audit and Inspection Rights. MillerCoors shall have the right to examine, either directly or through its authorized representatives or agents, during business hours and for a reasonable period of time, all books, records, accounts, correspondence, instructions, specifications, plans, drawings, receipts, manuals and memoranda pertinent to this Agreement. MillerCoors' right of inspection shall not apply to Venue's trade secrets or other proprietary information properly designated or asserted as such.

12.8 Counterparts. This Agreement may be executed simultaneously in two or more counterparts which, when taken together, shall be deemed an original and constitute one and the same document. The signature of any Party to the counterpart shall be deemed a signature to the Agreement, and may be appended to, any other counterpart. Facsimile transmission of executed signature pages shall be sufficient to bind the executing Party.

12.9 Headings. The headings to the various paragraphs of this Agreement are solely for the convenience of the Parties, are not part of the Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.

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Non-Exclusivity. This Agreement is nonexclusive and MillerCoors may, without notice to Venue, engage or use other promoters to provide the same or similar advertising and sponsorship rights to that which Venue provides pursuant to this Agreement.

12.10 Defend. Without limiting the obligations set forth above and as a separate obligation under this Agreement, both parties agree to defend any claims that may be brought against either party arising out of or in connection with any blatant or intentional acts or omissions of Venue or MillerCoors in connection with this Agreement. In fulfilling its defense obligations, either party may employ counsel of its own choice at its expense; provided, however, both parties shall have the opportunity to participate in its own defense and to engage counsel of its own choice at its own expense. Venue shall have the right to settle any such matter when settlement is at Venue's sole cost and expense and with MillerCoors' consent, which shall not be unreasonably withheld, and MillerCoors shall also have the right to settle any such matter when settlement is at MillerCoors sole cost and expense with Venue's consent, which shall not be unreasonably withheld.

12.11 Jurisdiction And Venue: Choice Of Law. This Agreement shall be governed by the laws of the state of Illinois.

BY SIGNING BELOW, both Parties hereto accept this Agreement.

Sears Centre

MillerCoors LLC,

By: [Signature]

By: [Signature]

Title: [Signature]

Title: Supply Manager

Date: 7/30/09

Date: 7/30/09

[Signature]

EXHIBIT A

MillerCoors shall receive the following sponsorship and advertising benefits:

Signage:

- One (1) scoreboard sign (5'Hx14'W)
- Five (5) minutes of in-event LED signage-possible inclusion of corporate responsibility messaging
- One (1) I-90 digital marquee sign

Promotions:

- Miller Lite Party Deck (MLPD)
 - In-stadium ownable destination area (in-bowl utilizing 2 loge boxes)
 - Utilizes two (2) loge boxes in-bowl-total of twenty-four (24) tickets
 - MillerCoors to receive eight (8) tickets to every event in the MLPD
 - MillerCoors to receive use of the party deck for a minimum of twenty-five (25) events during the year
 - MillerCoors has access to as many events as they want given a six week lead time with Venue
 - MillerCoors will receive twenty-four (24) of the tickets in the MLPD to be used for promotions and activation
 - Depending on the build out of the party deck there is an opportunity to add an additional eight (8) seats to the MLPD. If additional seats are added, MillerCoors will receive these additional tickets as well when they have use of the entire MLPD
 - MillerCoors will support this area through on-premise programming, online and radio
 - MillerCoors is responsible for the costs of building out the party deck area
 - MillerCoors will work with the Venue on the build out of the party deck
- One (1) in-stadium activation area to be used at MillerCoors discretion

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March 1, 2010

Red Hot Chicago
4649 W. Armitage Ave.
Chicago, IL 60639
Attn: Scott Ladany

Dear Scott,

This letter will confirm the agreement between Red Hot Chicago/ Jemm. ("Advertiser") and Village of Hoffman Estates, an Illinois Municipal Corporation, by its agent Global Spectrum, L.P. ("Operator"), operator and manager of the Sears Centre Arena ("Facility"), represented by Front Row Marketing Services [Front Row], with respect to your advertising and sponsorship partnership at the Facility. Please sign this letter agreement and return to my attention and I will sign off on it and return a copy of the fully executed agreement to you for your files.

You and we agree as follows:

1. **TERM.** The term of this agreement is three (3) years beginning February 15, 2010 and ending February 15, 2013 ("Term"). [Each 12-month period within the term beginning February 15, 2010 and ending February 15, 2013 is sometimes referred to herein as a "Contract Year."]
2. **SPONSORSHIP RIGHTS AND BENEFITS.** During [the Term] [each Contract Year of the Term], Advertiser shall receive the following:

- **OFFICIAL & STATUS:**

- Red Hot Chicago will be the official and exclusive hot dog provider and advertiser of the Sears Centre Arena. Official and Exclusive partners have the right to utilize the marks of the Sears Centre Arena in your marketing efforts.
- Jemm Burger will be the official and exclusive hamburger provider and advertiser of the Sears Centre Arena. Official and Exclusive partners have the right to utilize the marks of the Sears Centre Arena in your marketing efforts.

- **HOSPITALITY:**

- **Club Tickets**

- Four (4) Club Level tickets and Club Level Parking Passes to all events held at the Sears Centre Arena during the term of the agreement.

- **SIGNAGE OPPORTUNITIES:**

- **Main Concourse Sign:** Red Hot Chicago will receive one (1) 8'x4' main concourse sign to promote the product of their choice. All costs associated with artwork and production shall be advertiser's expense. Sears Centre reserves the right to approve all creative artwork.
- **Main Concourse Sign:** Jemm Burger will receive one (1) 8'x4' main concourse sign to promote the product of their choice. All costs associated with artwork and production shall be advertiser's expense. Sears Centre reserves the right to approve all creative artwork.

- **LED RIBBON BOARD**

- Red Hot Chicago -LED Ribbon Board rotation at each publicly ticketed event held at the Sears Centre Arena. Some exclusions may apply. Ribbon board to be used for branding, awareness, and specific targeted messaging for Red Hot Chicago products. Sears Centre reserves the right to approve all creative artwork.

- Jemm Burger -LED Ribbon Board rotation at each publicly ticketed event held at the Sears Centre Arena. Some exclusions may apply. Ribbon board to be used for branding, awareness, and specific targeted messaging for Jemm Burger products. Sears Centre reserves the right to approve all creative artwork.

- MENU BOARD SIGNAGE

- Red Hot Chicago's logo will be displayed on all menu boards featuring Red Hot Chicago products. All costs associated with the menu boards shall be advertiser's expense and Sears Centre reserves the right to approve all creative artwork.
- Jemm Burger's logo will be displayed on all menu boards featuring Jemm Burger products. All costs associated with the menu boards shall be advertiser's expense and Sears Centre reserves the right to approve all creative artwork.

- ADVANCE TICKET SALES

- Advance ticket sales prior to the general public on sales for Facility events. A ticket limit may apply to certain events and will be determined on an event-by-event basis. Advance ticket purchase may not be available for some events per unforeseen restrictions placed on the facility.

Red Hot Chicago and Jemm will provide the following Component Program (prices to be mutually agreed upon by Red Hot Chicago/Jemm and Levy:

50008 RHC Printed Lam, Blue Foil,	2/1000	10 1/2x13	51.95
31003 Skinless Beef Franks 3-1, 11"		10# Box	28.00
31008 Skinless Beef Franks 6-1, 6"		10# Box	28.00
31008 Skinless Beef Franks 6-1, 6"		10# Box	28.00
32114 Skinless Beef Polish 4-1 Footlong		10# Box	28.00
33006 Natural Casing Beef Franks 6-1, 6"		10#Box	36.00
33008 Natural Casing Beef Franks 8-1, 6"		10#Box	36.00
38035 Skinless Bratwurst 5-1, 6"		10# Box	29.00
39106 Premium Chili with Beans		6/5#Contnr	53.70
39113 Pure Beef Hamburger 3-1		10# Box	20.00
39114 Pure Beef Hamburger 4-1		10# Box	20.00
39150 Italian Beef, 2-5lb, 2-4lbs Gravy			38.00
41000 Sport Peppers 4/1 Gallon			29.80
41001 Green Relish 4/1 Gallon			23.50
41004 Hot Gardeniera 4/1 Gallon			36.00

- o **SPONSORSHIP FEE.** As consideration for the above rights and benefits, Advertiser shall pay Operator a total sponsorship fee of \$10,000 net per year of the agreement. The sponsorship fee is:

Payable in installments as follows:

<u>Year #1</u>			
2010	\$5,000 Net	Due Date: April 15, 2010	
	\$5,000 Net	Due Date: July 15, 2010	
<u>Year #2</u>			
2011	\$5,250 Net	Due Date: April 15, 2011	
	\$5,250 Net	Due Date: July 15, 2011	
<u>Year #3</u>			
2012	\$5,512 Net	Due Date: April 15, 2012	
	\$5,513 Net	Due Date: July 15, 2012	
TOTAL:	\$31,525 Net		

The term "net," as used above, means the gross sponsorship fee less deductions for any and all agency fees and commissions. Advertiser shall be solely responsible for any agency fees and commissions due to its advertising and media agencies. All remittances shall be made payable to Operator upon receipt of Invoice no later than the date(s) specified above. A monthly finance charge of 1.5% or the maximum rate permitted by law (whichever is less) will accrue on all amounts not paid by the due date.

Advertiser's billing address is:

Red Hot Chicago
4649 W. Armitage Ave.
Chicago, IL 60639
Attention: Scott Ladany

4. MISCELLANEOUS.

(a) Advertiser shall be responsible for the production of all advertising materials and signage (and any alterations thereto) at Advertiser's cost. Advertiser shall be responsible for the content of its advertising and signage, which must be pre-approved by Operator (not to be unreasonably withheld or delayed), and shall indemnify and protect Operator and the Facility and their respective owners, operators, trustees, directors, employees and agents from and against the content of Advertiser's advertising and signage. Operator's performance hereunder shall be contingent upon Advertiser's supplying Operator with all necessary artwork.

(b) If Operator does not or cannot provide any element or benefit referenced herein, for any reason whatsoever, then Facility shall provide a "make-good" of the affected element/benefit, whether by substituting another advertising or sponsorship element/benefit of comparable value, or extending the time-frame for provision of the affected element/benefit, all as mutually determined by the parties, based on the Operator's then-applicable rate card. The remedies provided for in this paragraph shall be exclusive remedies in the event that Operator does not or is unable, for any reason, to provide any advertising or sponsorship element or benefit referenced in this agreement.

(c) Operator may terminate this agreement, without further liability on its part, in the event of a breach by Advertiser of any of its payment obligations hereunder, which breach remains uncured fifteen (15) days after Operator has provided written notice of such breach to Advertiser. Such right of termination shall be in addition to all other remedies available to Operator. Upon any such termination, all present and future amounts due from Advertiser hereunder shall become immediately due and owing.

(d) Advertiser does not have the right to assign or sub-license this contract or any of its rights or duties hereunder and, therefore, may not engage in any "co-branding" or partnering arrangement with any other advertiser or sponsor with respect to any of the rights or benefits granted hereunder, without the prior written approval of Operator.

(e) This agreement represents the entire understanding of the parties with respect to the subject matter hereof, supersedes all prior understandings, written or oral, with respect to the subject matter hereof, and may only be amended by the written agreement of an authorized representative of each of the parties hereto. Advertiser agrees that no agreement or promise has been made by Operator or any of its representatives or agents in reference to this agreement that is not stated herein, and that there is no verbal understanding of any kind that can in any way affect the terms of this agreement. This contract shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of law principles. This agreement will become effective only when an unmodified, signed original hereof is returned by Advertiser acknowledging the above terms.

Sincerely,

Krista Pulcini
Sears Centre Arena

AGREED & ACKNOWLEDGED:

For The:
Sears Centre Arena

Red Hot Chicago

By: 
(Authorized Representative Signature)

Print Name: Ben Gibbs

Date: 4/21/2010

By: 
(Authorized Representative)

Print Name: Scott Ladany

Print Title: President

Date: 3-1-10

SEARS CENTRE
ADVERTISING/SPONSORSHIP AGREEMENT

This Agreement is made by and between the undersigned company (hereinafter called "Advertiser") and CCO Entertainment LLC (hereinafter referred to as "Sears Centre").

WHEREAS, Advertiser wishes to advertise and promote its products and/or services through one or more Sears Centre advertising programs and Sears Centre is willing to grant to Advertiser certain rights and privileges for that purpose, subject to the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing promises and mutual covenants, the parties agree as follows:

1. **Grant of Advertising/Sponsorship Rights.** On and subject to the terms and conditions contained herein, Sears Centre hereby grants to Advertiser the rights set forth on Exhibit A (the "Advertising Rights"), which shall apply for all public, ticketed events.

2. **Term.** The term of this Agreement shall be as indicated on Exhibit A (the "Term"), unless otherwise terminated in accordance with the provisions hereof.

3. **Compensation.** As consideration for the Advertising Rights, Advertiser agrees to pay all fees, in the amount and in accordance with the terms set forth in Exhibit A.

4. **Use of Promotional Materials.** Advertiser hereby grants to Sears Centre the right to use any and all copy, artwork, scripts, recordings, signage, trade names, trademarks, service marks, logos, designs, identification, decals, symbols and other promotional materials provided by Advertiser in conjunction with the implementation of this Agreement ("Advertiser Property"). Advertiser will have the opportunity to review and approve all uses of Advertiser Property by Sears Centre.

4.1 **Content.** The content of Advertiser Property shall be subject to the prior approval of Sears Centre. Sears Centre may prohibit the use of any such Advertiser Property if, at its sole discretion, such materials contain objectionable matter of any nature or conflicts with existing Sears Centre agreements.

4.2 **Costs.** All costs associated with the production of Advertiser Property will be at the sole expense of Advertiser. If such Advertiser Property will be used at a Sears Centre event, Advertiser shall, at its sole cost, deliver such materials no later than seven (7) days before such Sears Centre event.

4.3 **Cessation.** Upon termination of this Agreement, Sears Centre will cease using Advertiser Property as soon as practicable and will cause any signage to be removed, painted over or covered.

5. **Use of Sears Centre and Sears Centre Materials.** For use solely in connection with Advertising Rights of Sears Centre, and upon Sears Centre's prior written consent, Advertiser shall have the right to use any and all trade names, trademarks, service marks, logos, designs, identification, decals, artwork and other symbols associated with the Sears Centre ("Sears Centre Property"), upon the terms and conditions prescribed herein. Upon termination of this Agreement, Advertiser will immediately cease the use of any Sears Centre Property.

6. **Reservation of Rights.** Advertiser Property shall remain the property of the Advertiser. Any and all rights to the Advertiser Property arising under trademark or copyright law or otherwise relating to such items will inure to the benefit of the Advertiser. Except as expressly provided herein, Sears Centre is not licensed or otherwise authorized to use Advertiser Property without Advertiser's prior consent as to the content of Advertiser Property or the manner of its presentation.

6.1 **Team Names.** Advertiser's rights with respect to sports teams that play in leagues shall be limited to only making references to the team and league in which the team plays.

6.2 **No Assignments.** The right to use Sears Centre Property, as permitted under this Agreement, is non-assignable, non-exclusive, and non-transferable by Advertiser. Except as expressly provided herein, Advertiser is not licensed or otherwise authorized to use in any way Sears Centre Property, and no use by Advertiser of Sears Centre Property may be undertaken without Sears Centre's prior written consent as to the content and manner of presentation. In addition, use of Sears Centre Property may, in some instances, be subject to the written approval by any tenant or League.

6.3 **Special Events.** Sears Centre specifically reserves (and Advertiser grants to Sears Centre) the right to remove, cover, darken or otherwise temporarily cease the display or use of Advertiser's Property, where the requirement to do so is (i) imposed as a condition of obtaining the award of certain special events held at the Sears Centre or (ii) necessitated by the physical set-up of the arena for a particular event. By way of illustration only and without limiting the generality of the foregoing, such situations could include NCAA, high school and other events that involve a "sanctioning" organization that might choose to limit the display of certain or all corporate names or logos during such sanctioned events; and "theatre" style and other events that require darkening of signage for presentational purposes.

6.4 **Nonexclusivity.** Advertiser agrees that the sports teams playing in the Sears Centre shall be allowed to sell any temporary advertising and sponsorships (removable banners, ribbon panels, video board, etc.).

7. **Default.**

7.1 A default shall be deemed to have occurred hereunder if:

7.1.1 Advertiser fails to make a payment required under this Agreement and such default continues for a period of sixty (60) days after the date of invoice;

7.1.2 Either party fails in any material respect to perform its obligations under this Agreement, and such breach is not cured within ten (10) days after written notice detailing the breach is given by the non-breaching party to the breaching party. (Such cure period may be extended up to an additional sixty (60) days if the nature of the breach is non-monetary and cannot reasonably be cured in such a ten (10) day period and the breaching party commences to cure within such ten (10) day period and proceeds with due diligence to complete such cure).

7.2 **Remedies.** In the event of default, the non-breaching party shall be entitled to (i) give written notice to the defaulting party terminating this Agreement; and (ii) to any and all other remedies at law or in equity, except that neither party shall be entitled to any consequential or punitive damages. In addition, in the event of nonpayment by Advertiser, Sears Centre shall have the right to remove or cover up Advertiser's signage.

7.3 **Mitigation.** Notwithstanding any termination of this Agreement by Sears Centre pursuant to this Article, Advertiser shall continue to be liable for payment of the full amount of the fees set forth in this Agreement. Sears Centre shall undertake a good-faith effort to resell the rights granted to Advertiser under this Agreement. If Sears Centre is successful in reselling the Advertising Rights hereunder, Sears Centre shall, after repayment of its expenses in connection with Advertiser's default and its resale efforts, credit or refund any portion of the fees paid by Advertiser for the period following the termination of this Agreement.

7.4 **Sears Centre Default.** Upon any termination of this Agreement by Advertiser upon default by Sears Centre, Advertiser shall be entitled to a proportionate refund of the fees for any period during which Advertising Rights were unavailable as provided hereunder.

7.5 **Termination.** Except as otherwise provided herein, upon termination of this Agreement pursuant to this Article, the parties shall have no further obligations to the other.

8. **Indemnification.**

8.1 **Indemnification by Advertiser.** Advertiser agrees to defend, indemnify and hold harmless Sears Centre and its respective members, managers, partners, directors, officers, employees, agents, customers, distributors and assigns, from any suit, cost, loss, damage or expense (including reasonable attorney's fees) arising from any claim by any party resulting from any of the following: (a) the pictorial or word content of any Advertiser Property, or (b) any product or service offered or provided by Advertiser, or (c) the negligent or other wrongful acts or omissions of

Advertiser, its officers, employees or agents, in connection with this Agreement, or (d) any default by Advertiser under this Agreement.

8.2 **Indemnification by Sears Centre.** Sears Centre agrees to defend, indemnify and hold harmless Advertiser, its members, managers, partners, directors, officers, employees, agents, customers, distributors and assigns, from any suit cost, loss, damage or expense (including reasonable attorney's fees) arising from any claim by any party resulting from any of the following: (a) the pictorial or word content of any advertising or promotional materials provided by or on behalf of Sears Centre, or (b) any product or service offered or provided by Sears Centre, or (c) the negligent or other wrongful acts or omissions of Sears Centre, their officers, employees or agent, in connection with this Agreement, or (d) any default by Sears Centre under this Agreement.

8.3 **Notice.** Advertiser and Sears Centre each agree to give the other party prompt notice of any claim or suit brought by any third party, and each will supply the other with all relevant facts in its possession or under its control and will cooperate fully with the other party in its defense of such claim or action.

8.4 **Survival.** The provisions of this Article shall survive termination or expiration of this Agreement.

9. **Governmental and Third Party Regulation.** This Agreement is subject in all respects to the terms and conditions of the licenses, agreements and permits held by Sears Centre or which otherwise govern the Sears Centre and by all applicable federal, state and municipal laws, regulations, ordinances and decisions, whether existing or hereafter enacted, including the regulations and actions of all governmental administrative agencies having jurisdiction.

10. **No Assignment.** Advertiser shall not assign this Agreement or any of its rights or obligations hereunder or grant to any other person or entity in any other manner any of its rights hereunder except with the prior written consent of Sears Centre. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the parties, their successors and permitted assigns.

11. **Relationship of the Parties.** Nothing contained in this Agreement shall be deemed to or construed as creating a principal/agent relationship, partnership or joint venture between Sears Centre and Advertiser or between Sears Centre and Advertiser or any other party. Advertiser and Sears Centre shall be deemed and construed as independent contractors with respect to one another for purposes of this Agreement. Sears Centre shall at all times be authorized to act by and through CCO Entertainment LLC.

12. **Notices.** Any notice or other communication required or permitted to be given hereunder shall be deemed properly given if delivered in person or by facsimile transmission or deposited with the U.S. mail, postage prepaid, certified mail return receipt requested, addressed as

set forth below to Sears Centre or as set forth below Advertiser's signature below or to such other person or place as each party may from time to time designate in written notice to the other:

If to Sears Centre: Sears Centre Arena
 5333 Prairie Stone Parkway
 Hoffman Estates, Illinois 60192
 Attention: President

13. **Force Majeure.** Any delay, interruption, diminution or failure, in whole or in part, in the providing of the rights granted herein due to power blackout, war, terrorist act, riot, insurrection state of emergency, labor disputes, strike, boycott, governmental condemnation, fire, flood, accident, electrical failure, storm, act of God or any cause beyond the control of Sears Centre shall not constitute a breach by Sears Centre of this Agreement, and Sears Centre shall not be responsible or liable for any damages to Advertiser as a result thereof.

14. **Dispute Resolution.** Any dispute, controversy or claim arising out of this Agreement, or the breach thereof, that cannot be settled through negotiation shall be settled (a) first, by the parties trying in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA") (such mediation session to be held in the Village of Hoffman Estates, Illinois and to commence within fifteen (15) days of the appointment of the mediator by the AAA), and (b) if the dispute, controversy or claim cannot be settled by mediation, then by arbitration administered by the AAA under its Commercial Arbitration Rules (such arbitration to be held in the Village of Hoffman Estates, Illinois before a single arbitrator and to commence within fifteen (15) days of the appointment of the arbitrator by the AAA). Judgment on the award by the arbitrator may be entered in any court having jurisdiction thereof.

15. **Miscellaneous.**

15.1 **Amendment.** This Agreement contains the entire Agreement of the parties regarding the subject matter hereof and may be amended only by a writing duly executed by both parties hereto.

15.2 **Governing Law.** This Agreement shall be subject to and governed by the laws of the State of Illinois.

15.3 **Facsimile Signatures; Counterparts.** The delivery of an executed copy of this Agreement or of any amendment hereto, including any and all amendments to any Exhibit to this Agreement, made by facsimile transmission by any party to the other party hereto shall constitute effective delivery of such document by such transmitting party to such receiving party, and any executed facsimile copy so delivered shall be deemed equivalent to an executed original. This Agreement and any amendments hereto, including any and all amendments to any Exhibit to this Agreement may be signed in two or more counterparts, and all counterpart signature pages, taken

together, shall constitute one executed original.

15.4 **Headings.** Section headings contained in this Agreement are for convenience and reference only and shall not be used to limit or otherwise affect the meaning of any provision of this Agreement.

15.5 **Waiver of Default.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right hereunder.

15.6 **Construction.** All terms used in this Agreement, regardless of the number or gender in which they are used, shall be deemed and construed to include any other number or gender, as the context may require.

15.7 **Commissions.** Each party represents to the other that it has not dealt with any agent or other person to whom the payment of a commission or other remuneration of any kind is required to be paid by the other party by reason of the execution and delivery of this Agreement.

15.8 **Name Change.** If Advertiser changes its corporate name or trade names, merges into another, or sells substantially all of its assets to another, Sears Centre shall have the right to use the new name and logo or the name and logo of its successor, as it has to use the present name and logo of Advertiser. Advertiser or its successor shall be responsible for all direct and indirect costs associated with the resulting name and logo change of signage, including without limitation all costs and expenses.

15.9 **Exhibits.** All attached Exhibits shall be a part of this Agreement.

Connie's Pizza.1/28/09


DATED: 2/05, 2009.

SEARS CENTRE ARENA

Name of Advertiser: Connie's Pizza

By: CCO Entertainment LLC

By: 
Signature

By: 
Jeff Bowen
President *SEARS CENTRE*

Michael Stolfe
President
2373 South Archer Avenue
Chicago, IL 60616

"EXHIBIT A" TO THE AGREEMENT

The Advertiser and Operator agree as follows:

TERM. The term of this agreement shall be two (2) years beginning February 1, 2009 running through January 31, 2011.

1. **GRANT OF ADVERTISING/SPONSORSHIP RIGHTS.** During each contract year of the Term, Advertiser shall receive from the Sears Centre the following:

- Exclusive Pizza vendor (Concessions and Suites) at the Sears Centre Arena for all publicly ticketed events.
- Mutually agreed upon Connie's logo on menu boards featuring Connie's pizza. All costs associated with menu board logos and artwork shall be Advertiser's sole expense and Sears Centre Arena reserves the right to approve all creative artwork.
- All prices to be negotiated and approved by Levy Restaurants
- Connie's Pizza to provide the following Component Program (prices below locked in for 2009 and 2010 prices to be mutually agreed upon by Connie's & Levy):

A. Connie's Pizza Sauce	\$24.73 per	6/10# cans
B. Pizza Crust 14"	\$48.00 per	20/case
C. Mozzarella Cheese	\$87.50 per	25 lbs/case
D. Bulk Sausage	\$133.44 per	48 lbs/case
E. Bulk Pepperoni	\$42.84 per	12 lbs/case
F. Pizza Sprinkle	\$90.00 per	4/5# case
G. 14" Pizza Box	\$21.09 per	50/case
H. 7" Pizza Box	\$9.58 per	50/case
I. 9" Connie's Branded Plates	No Charge	

Initial 

2. **COMPENSATION.** As consideration for the above rights and benefits, Advertiser shall provide Sears Centre with the following:

- \$10,000 Year 1 - \$5,000 due upon execution of contract, \$5000 due April 1, 2009
- \$10,000 Year 2 - \$5,000 due February 1, 2010, \$5000 due April 1, 2010.

Initial 

BEVERAGE AGREEMENT

PEPSI BEVERAGES COMPANY (PBC)

This Beverage Agreement (the "Agreement") is made this 23 day of December, 2009 by and between Pepsi-Cola General Bottlers IL, LLC ("Pepsi") with offices located at 1600 Touhy Ave, Elk Grove Village, IL 60007, and Front Row Marketing Services, L.P, representing the Sears Centre Arena, with offices located at the Wachovia Center, 3601 South Broad Street, Philadelphia, PA 19148 (the "Customer").

WHEREAS, the Customer manages and/or controls the Sears Centre Arena located at 5333 Prairie Stone Parkway, Hoffman Estates, IL 60192 and as such has been granted the authority by the Sears Centre Arena to manage and/or control the rights being conveyed to Pepsi pursuant to this Agreement; and

WHEREAS, Customer and Pepsi each desire that Pepsi, through its Brands (as hereinafter defined), serve as the sole, exclusive and official Beverage (as hereinafter defined) supplier, distributor and advertiser of the Sears Centre Arena located at 5333 Prairie Stone Parkway, Hoffman Estates, IL 60192, at each and every fountain and vending location, special events area, concession vending area and any and all other areas and locations that become operational during the term of this Agreement (the "Facilities").

NOW THEREFORE, in consideration of the mutual covenants Pepsi and Customer hereby agree as follows:

1. Beverages shall be defined as any and all non-alcoholic drinks except hot brewed coffee, hot brewed tea and milk.

2. Brands shall mean any and all Beverages sold and distributed by Pepsi and any and all Beverages Pepsi may sell or distribute in the future including, but not limited to, carbonated soft drinks, non-carbonated soft drinks, juices, juice containing beverages, teas, energy drinks, sports drinks, or isotonic drinks, bottled waters and bottled coffees.

3. Subject to the renewal provisions set forth herein below, the term of this seven (7) year Agreement shall commence on January 1, 2010 and terminate on December 31, 2016, or when Customer has purchased a total of 30,000 combined gallons and cases (the "Benchmark Requirement"), whichever comes last ("Term"). All funding provided by Pepsi in Paragraph 5 of this Agreement shall terminate on December 31, 2016; however, Customer shall be required to honor the terms and conditions of the Agreement until the Benchmark Requirement has been met.

4. Customer grants to Pepsi the right of first refusal to serve as the sole, exclusive and official Beverage sponsor, supplier, distributor, advertiser and promoter to Customer and the Facilities for the seven (7) year period immediately following the expiration of this Agreement upon such conditions as the parties mutually agree. In a Right of First Refusal, Customer may accept Pepsi's proposal without competitive bidding, or in the alternative, Pepsi will be given the right to match any competitive offer made.

5. In exchange for Customer's seven (7) year commitment and other valuable consideration and upon full execution of this Agreement, the parties agree as follows:

- a. Pepsi agrees to pay Customer an annual marketing fund payment of Forty-five Thousand (\$45,000.00) Dollars per year during the Term. The first such payment will be made within sixty (60) days after full execution of this Agreement and thereafter, within sixty (60) days after each anniversary date of this Agreement during the Term. Said payments shall be made payable to the Sears Centre Arena.

b. Pepsi shall provide Customer with annually published recreational pricing for Bottle and Can products and national fountain pricing for all postmix product; initial pricing is listed on Exhibit A.

c. Initial vend pricing and commission structure on full-service vending products will be as follows:
\$1.25 vend rate with 25 percent commission
\$1.50 vend rate with 30 percent commission

Commissions will be paid monthly as a percentage of revenue, minus taxes, collected from each machine in the immediately prior month. A report will outline by asset, units sold, revenue and commission paid. Commissions and initial pricing on any additional products introduced during the Term shall be determined at the time of introduction. Vend price changes shall be mutually agreed upon by Pepsi and Customer.

d. Pepsi reserves the right to increase product prices up to four (4%) percent per year during the Term.

e. Hospitality elements provided to Pepsi by Customer are listed on Exhibit B attached hereto and incorporated as reference into the Agreement.

6. All payments, including the value of donations, made by Pepsi to Customer under Paragraph 5 of this Agreement shall be deemed earned at an equal prorated rate per month for the purposes of this Agreement, notwithstanding the date of actual payment.

7. Customer hereby licenses and appoints Pepsi, through its Brands, as the sole, exclusive and official Beverage supplier, distributor and advertiser of Customer and the Facilities. Customer shall cause the Brands to be exclusively available at the Facilities and no Beverages or Beverage related items including, but not limited to, cups or premium items, that compete with or are the same as or similar to the Brands shall be made available, advertised and/or promoted at the Facilities or by Customer.

8. In the event Customer fails to hold a minimum of seventy (70) events at the Facility each year of the Term, Pepsi shall be entitled to a credit against the marketing fund payment for the subsequent year of the Term, or in the alternative at Pepsi's discretion, the parties shall renegotiate the terms of the Agreement. Irrespective of the timing of the events, the amount due to Pepsi shall be based on the total number of events not held during the year of the Term.

9. During the Term, Pepsi shall work directly with Customer and Customer's third party operator/concessionaire who manages and provides all food and beverage services at the Facility ("Food Service Provider"). Customer is currently under contract with Ovations as its Food Service Provider. Customer shall require its Food Service Provider to purchase Beverages from Pepsi and abide by the exclusivity requirements outlined in this Agreement.

10. Customer recognizes that Pepsi has paid valuable consideration to ensure an exclusive Beverage associational relationship with Customer with respect to an exclusive Beverage supply and distribution program and that any dilution or diminution of such exclusivity seriously impairs Pepsi's valuable rights. Accordingly, in the event another person or entity attempts, without Pepsi's explicit consent, to associate Beverages that compete with or are the same as or similar to the Brands ("Competitive Products") with Customer or to suggest that Competitive Products are endorsed by or associated with Customer by referring directly or indirectly to Customer (all of which actions described herein are sometimes referred to as "Ambush Marketing"), Customer will promptly oppose such actions and cooperate with Pepsi's efforts to stop the Ambush Marketing and to protect the exclusive associational rights granted to Pepsi in this Agreement. In the event any such Ambush Marketing occurs during the Term or any renewal thereof, immediately upon learning thereof, each party shall notify the other party hereto.

11. All art work and logo sheets to be used in any advertisements, signage and press releases promoting the Brands are subject to the prior mutual approval of Pepsi and Customer, with neither party unreasonably withholding such approval.

12. Except as may otherwise be required by this Agreement, law or legal process, no party shall disclose to any third party the terms and conditions of this Agreement.

13. Except if prohibited by law, during the entire Term, Pepsi shall provide and supply Customer with all necessary equipment to dispense the Brands at the Facilities without charge; provided that all Beverages are supplied to Customer and the Facilities by Pepsi as set forth above and that the only products dispensed from such equipment are the Brands. Pepsi will provide service on all equipment without charge to Customer. All rights, title and interest in all Pepsi equipment supplied to Customer shall at all times remain with Pepsi.

14. Customer represents and warrants to Pepsi that all appropriate approvals required to enter into this Agreement have been granted and the individual executing this Agreement on behalf of Customer has been duly authorized by any and all persons or entities of which authorization is required to enter into this Agreement on behalf of Customer. Customer also agrees that at no time will it challenge, contest, disclaim or deny the authority of the individual signing this Agreement on behalf of Customer or use as a basis to void, cancel or nullify this Agreement a claim that the individual signing below was not authorized to sign this Agreement on behalf of Customer. Further, Customer guarantees and warrants that the execution, delivery and performance of this Agreement by Customer will not and does not violate any agreements with or the rights of third parties.

15. In the event any of the covenants, agreements, terms or provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms and provisions contained herein shall not in any way be affected, prejudiced or disturbed thereby.

16. If Customer fails to perform any of the promises set forth in this Agreement, then as an option but not as its sole remedy, Pepsi may terminate this Agreement. If this Agreement is terminated for any reason, Customer agrees to return to Pepsi a pro rata portion of all monetary payments, including the value of donations, made to but not earned by Customer under Paragraphs 6 of this Agreement. Further, any such breach by Customer shall be deemed as authorization to Pepsi to allow Pepsi immediate access to the Facilities to take possession of each and every piece of Pepsi's equipment without any claim of trespass.

17. Any failure by either party hereto to enforce at any time or for any period of time any one or more of the terms or conditions of this Agreement, shall not be a waiver of such terms or conditions or of either party's right thereafter to enforce each and every term and condition of this Agreement.

18. It is mutually understood and agreed, and it is the intent of Pepsi and Customer that an independent contractor relationship be established and is hereby established under the terms and conditions of this Agreement: that employees of Customer are not, nor shall they be deemed to be, employees of Pepsi; and, that employees of Pepsi are not nor shall they be deemed to be employees of Customer.

19. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by either party in whole or in part, whether voluntarily or by operation of law, except by way of sale of assets, merger or consolidation, without the prior written consent of the other party, which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

20. This Agreement fully expresses the entire understanding of Pepsi and Customer. Any and all prior understandings are hereby canceled. No future changes in the terms of this Agreement shall be valid, except when and if reduced to writing and signed by both Pepsi and Customer, by legally authorized officials thereof.

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

Front Row Marketing Services, LP
representing the Sears Centre Arena

By: 

Name: George Menias

Title: Regional Vice President

PEPSI BEVERAGES COMPANY (PBC)
Pepsi-Cola General Bottlers II, LLC

By: 

Name: ROB WAID

Title: VP Foodservice Sales PBC

EXHIBIT B

HOSPITALITY ELEMENTS

The following Hospitality Elements are incorporated into and made a part of the Agreement between Pepsi-Cola General Bottlers II, LLC, ("Pepsi") and Front Row Marketing Services, LP, representing the Sears Centre Arena, ("Customer").

Customer agrees to provide Pepsi a mutually agreed upon number of tickets, luxury suite, loge box and club level tickets to all events held on the property, specifically as follows:

A. Pepsi will receive 5 club tickets. Location of seats will be determined by mutual agreement of the parties.

B. Pepsi will receive 1 suite

EXHIBIT A

**Initial Published Bottle and
Can Recreational Pricing
and
National Fountain Pricing**

PROD ID	START		DESCRIPTION	PRICE
	DATE	END DATE		
4362104	1/1/2010	12/31/2010	.5L PL 1/24 AQUA AQ	\$6.61
4362111	1/1/2010	12/31/2010	.5L PL 2/12 AQUA AQ	\$6.61
4362124	1/1/2010	12/31/2010	.5L PL 24/1 PROPEL	\$10.60
4362129	1/1/2010	12/31/2010	.5L PL 4/6 AQUA AQ	\$6.61
4362145	1/1/2010	12/31/2010	10OZ GL 24/1 CSD MIXERS	\$9.44
4362146	1/1/2010	12/31/2010	10OZ GL 24/1 CSD NO MIXERS	\$9.67
4362150	1/1/2010	12/31/2010	10OZ PL 24/1 DOLE PLUS	\$15.15
4362149	1/1/2010	12/31/2010	10OZ PL 24/1 JUICES DOLE	\$16.15
4362155	1/1/2010	12/31/2010	12OZ CN 1/24 CSD ALL	\$7.33
4362174	1/1/2010	12/31/2010	12OZ CN 1/24 JUICES ALL	\$7.33
4362179	1/1/2010	12/31/2010	12OZ CN 2/12 CSD ALL	\$7.33
4362202	1/1/2010	12/31/2010	12OZ CN 2/12 JUICES ALL	\$7.33
4362213	1/1/2010	12/31/2010	12OZ CN 4/6 CSD ALL	\$7.33
4362229	1/1/2010	12/31/2010	12OZ CN 4/6 JUICES ALL	\$7.33
4362247	1/1/2010	12/31/2010	12OZ PL 2/12 AQ	\$7.33
4362261	1/1/2010	12/31/2010	13.7OZ GL 12/1 FRAP ALL	\$20.20
4364752	1/1/2010	12/31/2010	13.8OZ GL 12/1 TAZO	\$13.35
4364780	1/1/2010	12/31/2010	14OZ PL 12/1 MUSCLE MILK*	\$30.00
4362266	1/1/2010	12/31/2010	15.2OZ PL 12/1 JUICES ALL	\$9.96
4364823	1/1/2010	12/31/2010	16OZ CN 24/1 ROCKSTAR *	\$36.00
4364821	1/1/2010	12/31/2010	16OZ CN 24/1 ROCKSTAR *	\$34.00
4364822	1/1/2010	12/31/2010	16OZ CN 6/4 ENERGY ROCKSTAR *	\$34.00
4362279	1/1/2010	12/31/2010	16OZ GL 1/12 LIPT PURE ALL	\$9.42
4362280	1/1/2010	12/31/2010	16OZ GL 12/1 LIPT PURE ALL	\$9.42
4362281	1/1/2010	12/31/2010	16OZ GL 2/6 LIPT PURE ALL	\$9.42
4362289	1/1/2010	12/31/2010	16OZ PL 2/6 LIPT	\$9.42
4363731	1/1/2010	12/31/2010	16OZ PL 6/4 SOBE LW	\$21.00
4362291	1/1/2010	12/31/2010	1L PL 15/1 CSD ALL	\$16.57
4362292	1/1/2010	12/31/2010	1L PL 15/1 JUICES HP	\$16.57
4364852	1/1/2010	12/31/2010	2.5OZ PL 12/1 ROCKSTAR *	\$10.00
4365011	1/1/2010	12/31/2010	2.5OZ PL 6/2 ROCKSTAR *	\$10.00
4362297	1/1/2010	12/31/2010	20OZ PL 12/1 SOBE LW	\$10.50
4362298	1/1/2010	12/31/2010	20OZ PL 2/6 SOBE LW	\$21.00
4362299	1/1/2010	12/31/2010	20OZ PL 24/1 AQUA ALL	\$9.36
4362306	1/1/2010	12/31/2010	20OZ PL 24/1 CSD BRISK	\$14.87
4362307	1/1/2010	12/31/2010	20OZ PL 24/1 CSD CADB OTHER	\$14.87
4364777	1/1/2010	12/31/2010	20OZ PL 24/1 CSD CRUSH	\$14.87
4362308	1/1/2010	12/31/2010	20OZ PL 24/1 CSD DEW FLVS	\$14.87
4364992	1/1/2010	12/31/2010	20OZ PL 24/1 CSD DEW GAME	\$14.87
4362309	1/1/2010	12/31/2010	20OZ PL 24/1 CSD DEW NO FLVS	\$14.87
4365131	1/1/2010	12/31/2010	20OZ PL 24/1 CSD DEW	\$12.67
4362312	1/1/2010	12/31/2010	20OZ PL 24/1 CSD DRP FLVS	\$14.87
4362313	1/1/2010	12/31/2010	20OZ PL 24/1 CSD DRP NO FLVS	\$14.87
4362314	1/1/2010	12/31/2010	20OZ PL 24/1 CSD JAZZ	\$14.87
4362315	1/1/2010	12/31/2010	20OZ PL 24/1 CSD MANZ SOL	\$14.87
4362316	1/1/2010	12/31/2010	20OZ PL 24/1 CSD MIST	\$14.87
4362765	1/1/2010	12/31/2010	20OZ PL 24/1 CSD MIST	\$14.87
4362317	1/1/2010	12/31/2010	20OZ PL 24/1 CSD MIXERS	\$14.87
4362318	1/1/2010	12/31/2010	20OZ PL 24/1 CSD MUG	\$14.87
4362336	1/1/2010	12/31/2010	20OZ PL 24/1 CSD NUGRAPE	\$14.87
4362321	1/1/2010	12/31/2010	20OZ PL 24/1 CSD PEPSI FLVS	\$14.87
4362322	1/1/2010	12/31/2010	20OZ PL 24/1 CSD PEPSI NO FLVS	\$14.87
4362323	1/1/2010	12/31/2010	20OZ PL 24/1 CSD SLICE	\$14.87
4364815	1/1/2010	12/31/2010	20OZ PL 24/1 CSD THROWBACK*	\$14.87
4362324	1/1/2010	12/31/2010	20OZ PL 24/1 CSD TROP TWIST	\$14.87
4362325	1/1/2010	12/31/2010	20OZ PL 24/1 CSD VERNORS	\$14.87
4362328	1/1/2010	12/31/2010	20OZ PL 24/1 GAT ALL	\$17.68
4362329	1/1/2010	12/31/2010	20OZ PL 24/1 JUICES ALL	\$14.87
4362334	1/1/2010	12/31/2010	20OZ PL 24/1 LIPT ALL	\$14.87
4364824	1/1/2010	12/31/2010	24OZ CN 12/1 ENERGY ROCKSTAR	\$24.00
4362389	1/1/2010	12/31/2010	8.4OZ CN 12/1 NUTRISODA	\$17.32
4362594	1/1/2010	12/31/2010	8.4OZ CN 4/6 NUTRISODA	\$34.64
4362395	1/1/2010	12/31/2010	8OZ CN 4/6 CSD ALL	\$7.11
4362396	1/1/2010	12/31/2010	8OZ CN 4/6 JUICES ALL	\$7.11
4362400	1/1/2010	12/31/2010	9.5OZ GL 1/12 FRAP ALL	\$14.56
4362402	1/1/2010	12/31/2010	9.5OZ GL 1/12 FRAP VRTY	\$14.56
4362403	1/1/2010	12/31/2010	9.5OZ GL 12/1 FRAP ALL	\$14.56
4362405	1/1/2010	12/31/2010	9.5OZ GL 12/1 FRAP VRTY	\$14.56
4362406	1/1/2010	12/31/2010	9.5OZ GL 6/4 FRAP ALL	\$29.12

EXHIBIT "F"

MANAGEMENT FEE AGREEMENT

DRAFT – 09-14-10

EXHIBIT F

MANAGEMENT FEE AGREEMENT

BY AND BETWEEN

**VILLAGE OF HOFFMAN ESTATES,
AS OWNER**

AND

**LEVY PREMIUM FOODSERVICE LIMITED PARTNERSHIP,
AS MANAGER**

DATED: _____, 20__

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MANAGEMENT FEE AGREEMENT

This Management Agreement ("Agreement") is entered into as of this ___ day of _____ 20___, by and between the Village of Hoffman Estates, an Illinois Home Rule municipal corporation ("Owner" or "Village") and Levy Premium Foodservice Limited Partnership, an Illinois limited partnership ("Manager").

RECITALS

1. Owner owns the arena currently known as the Sears Centre Arena (the "Arena"), located at 5333 Prairie Stone Parkway, Hoffman Estates, Illinois 60192.

2. Owner also owns the exclusive right to determine who shall operate the food and beverage concession services within the Arena, which consists of approximately 11,800 seats, including Club area and seats, Loge boxes/lower level Suites, and upper level Suites and Prairie View Lounge.

3. The Arena includes food service operations in the areas described as premium areas (the "Premium Areas") and general concession areas (the "General Concession Areas") listed on Exhibit "A", which is attached hereto and incorporated herein. The Premium Areas and the General Concession Areas and any other areas within the Arena at which food or beverages are sold are herein collectively called the "Food and Beverage Areas."

4. Manager and its affiliated and related entities are in the business of developing, owning and managing restaurants and other food service facilities.

5. Owner desires to engage Manager, and Manager desires to be engaged by Owner, pursuant to the terms of this Agreement, to exclusively manage all of the food and beverage concession services within the Arena, including Food and Beverage Areas, during the duration of this Agreement.

6. Manager desires to render certain management and operational services for the Food and Beverage Areas, all as more fully described in this Agreement.

7. Manager and Owner entered into a Commission Fee Agreement dated September ___, 2010 ("Commission Agreement"), and Owner exercised its right under Section 42 of the Commission Agreement to convert to this Agreement. By its terms, the Commission Agreement is hereby terminated and this Agreement shall replace it in its entirety.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Representations

(a) Owner's Representations to Manager. Owner hereby represents to

Manager as follows:

(i) that it has been validly formed and duly exists as a home rule municipal corporation under the constitution of the State of Illinois, and that it is duly qualified to do business in the State of Illinois;

(ii) that it owns the Arena, and it has the full right, power and authority to grant the exclusive right to manage the food and beverage concessions throughout the entire Arena, including, but not limited to, the right to engage Manager to provide the management and operational services described in this Agreement;

(iii) that it is not prevented from entering into this Agreement or complying with its commitments hereunder by its charter or by-laws, by any statute, regulation or order of any governmental authority;

(iv) that it is not prevented from entering into this Agreement or complying with its commitments hereunder by any statute, regulation, order of, or agreement with, governmental or quasi-governmental authority or by any license, debt instrument, mortgage, lease, contract or other agreement or instrument binding it or any of its property;

(v) that it is duly authorized to enter into this Agreement and has taken all necessary action to obtain such authorization and that no further consent of, or notice to, any other individual (including, but not limited to, the corporate authorities), lending institution, private entity, or governmental authority is required in connection with the execution, delivery, and performance of this Agreement;

(vi) that this Agreement constitutes a legal, valid and binding agreement, enforceable by Manager against Owner in accordance with its terms;

(vii) that the party executing this Agreement on behalf of the Owner has full right, power and authority to execute this Agreement binding Owner to the terms hereof; and

(viii) that in Owner's future suite lease agreements with all suiteholders, there will be a provision that suiteholders are responsible for all suiteholders, guests and invitees that drink alcohol in the suite to drink responsibly. Owner will use reasonable efforts to require all suiteholders to indemnify, and hold Manager harmless, as well as release Manager from any liability whatsoever based on the actions of the suiteholder and its guests and invitees; and

(ix) Owner has engaged Global Spectrum LP to operate and manage the Arena ("Arena Manager"). Unless otherwise instructed by Owner, Manager shall report to the Arena Manager to act on its behalf in carrying out the terms of

this Agreement.

(b) Manager's Representations to Owner. Manager hereby represents to Owner as follows:

(i) that it has been validly formed and duly exists as a limited partnership under the laws of the State of Illinois, and that it is duly qualified to do business in the State of Illinois;

(ii) that Levy GP Corporation is the general partner of the Levy Premium Foodservice Limited Partnership and has the full power to sign and bind Manager to the terms of this Agreement;

(iii) that it is duly authorized to enter into this Agreement and is not prevented from entering into this Agreement or complying with its commitments hereunder by its partnership agreement, by any statute, regulation or order of any governmental or quasi-governmental authority, or by any license, debt instrument, mortgage, lease, contract, or other agreement or instrument binding upon it or any of its property;

(iv) that it is duly authorized to enter into this Agreement and has taken all necessary action to obtain such authorization, and that no consent of, or notice to, any other individual, private entity or governmental authority is required in connection with the execution, delivery and performance of this Agreement;

(v) that this Agreement constitutes a legal, valid, and binding agreement, enforceable by Owner against Manager in accordance with its terms; and

(vi) that the party executing this Agreement on behalf of the Manager has full right, power and authority to execute this Agreement and binding Manager to the terms hereof.

2. Owner Delivery. The Parties acknowledge that Owner is delivering to Manager, for Manager's exclusive (except as otherwise provided herein) use at all times during the Term (as hereafter defined), a "turn-key" Food Service Facility as of the Effective Date, with no investment or capital required by Manager. Owner, through its own funds or through the Replacement Fund (as hereafter defined) as applicable, shall be responsible for paying all costs, fees and expenses incurred in connection with the fixturing, equipping and finishing the Arena, including, but not limited to, the Food Service Facilities, now and at all times during the Term. Notwithstanding the above, Owner shall be responsible for maintenance and repair as hereafter defined.

3. Management Services.

(a) Food Service Facilities. Owner hereby retains Manager to operate and

manage, on an exclusive basis (except as provided herein), the entire food and beverage service operations (collectively, the "Operations") for all events held or conducted in the Arena during the Term, including but not limited to, all catering throughout the Arena. In order to provide the services required of Manager hereunder, Manager shall also have the exclusive (except as provided herein) right and license to use all food preparation facilities located at the Arena including without limitation, the kitchens, pantry areas and other areas of the Arena described on Exhibit "B" attached hereto and made a part hereof (collectively, the "Facilities"). The Food and Beverage Areas, together with the Facilities, shall hereinafter be referred to as the "Food Service Facilities." In addition, Manager shall have the exclusive (except as provided herein) right and license to utilize all of the equipment in the Facilities, which currently existing equipment is listed on Exhibit "C" attached hereto and made a part hereof (as the same may be supplemented or changed from time to time) (the "Equipment").

(b) Manager's Rights in the Food Service Facilities. In order to enable Manager to fulfill its responsibilities under this Agreement, Owner hereby grants Manager the exclusive (except as provided herein) right and license to use all of the Food Service Facilities without hindrance or disturbance from Owner, or any individuals of entities claiming by, from, through or under any of the foregoing. In order to control the quality of the products and services sold at the Arena, to ensure the safety of the patrons and to protect Manager's exercise of the rights granted hereunder, Owner will prevent any other entities or individuals, from (i) the unauthorized use of all or any portion of the Food Service Facilities, and (ii) selling, anywhere in the Food Service Facilities, any Food and Beverage Items (as that term is defined below) except as provided herein. In addition, Owner hereby agrees to use its best efforts to prevent patrons from bringing any food, beverages, beverage containers or alcoholic beverages into the Arena.

(c) Owner shall designate the placement of all Food Service Facilities, whether temporary or permanent. Owner reserves the right to move temporary stands and Equipment to facilitate the needs of other events. Nothing herein contained shall be held to limit or qualify Owner's right to a free and unobstructed use, occupation and control of the Arena or of Owner's right of ingress and egress to the Arena for itself, its licensees and the public.

(d) Discounted Sales. Owner and Manager hereby agree to the following discounted sales (collectively, the "Discounted Sales"):

(i) Promotional and marketing catering, and catering for Owner or Arena Manager at seventy percent (70%) off of the full retail price. Such amounts shall be capped at \$50,000.00, measured at full retail price, each Contract Year; and

(e) Notwithstanding anything to the contrary in this Agreement, the following food services and areas are excluded from Manager's rights, however Manager may be required to provide these services when and as requested by Owner.

- (i) Cotton Candy, Sno-Kones, or other mutually agreeable novelty items sold during any Feld or similar family entertainment event.
- (ii) Vending machines placed in non public areas of the Arena.
- (iii) Ethnic or other specialty foods not capable of being served by the Manager.
- (iv) Arena Manager Offices.
- (v) Parking lots or other areas outside of the demising walls of the Arena.
- (vi) Sampling of food and beverage products in the Arena, when such sampling has been approved by the Arena Manager and is reasonable in scope and location and does not appreciably impact the Gross Receipts.
- (vii) Backstage, dressing room, and locker room food service at Manager's cost plus fifteen percent (15%) or as otherwise agreed.

(f) Notwithstanding anything in this Agreement to the contrary, the Village has the right to utilize the Operations for a Village community, ethnic, non-profit sponsored or tenant support oriented event up to five (5) times per Contract Year without the provisions of this Agreement being enforced or applicable. Additionally, Manager will be required to provide specialized, ethnic, or modified food and beverage Operations upon request of any licensee, when it has been approved by the Arena Manager as in the best interest of such licensee, and/or the Owner or is necessary to comply with the terms of the contract between the Owner and said licensee. If the Manager cannot provide for such a request, they will provide the client an option for buyout of use of the kitchen facilities. The Parties will mutually determine the calculation and terms of the buyout. Under no circumstance, shall any third party use Manager's licenses, employees, or Equipment without prior approval of Manager which will not unreasonably withheld.

(g) Services. The management services (collectively, the "Services") to be provided by Manager shall include, without limitation, the following:

- (i) Administration, management and direction of the day-to-day Operations in accordance with, and subject to, the further terms and conditions of this Agreement;
- (ii) Procurement of all supplies, services and personnel which are necessary for the Operations, including personnel for the maintaining and operating of the Food Service Facilities and preparation and service of such food and beverage items as shall be proposed by Manager and approved by Owner ("Food and Beverage Items"), which Food and Beverage Items shall consist of, but not necessarily be limited to, food, alcoholic and non-alcoholic beverages,

tobacco, candy and confections, but only to the extent that any of the foregoing may now or hereafter be legally sold at the Arena, in accordance with applicable laws, ordinances, rules and regulations;

(iii) Establish and, from time to time, review and/or modification of menus, portions and prices of the Food and Beverage Items as shall be proposed by Manager and approved by Owner; provided, however, in the event that Owner fails to deliver to Manager within fifteen (15) days after submission of such menus, portions and prices, written approval or denial, such submitted menus, portions and prices shall be deemed approved. The parties agree that the current menus and prices shall be as attached on Exhibit "D".

(iv) Upon request of Owner, providing and arranging for the maintenance and repair of all furniture, fixtures and equipment used in connection with the Operations and the maintenance of the Food Service Facilities in a clean, neat and sanitary condition, it being agreed that for accounting purposes, any such expenditures shall be an Expense (as that term is defined below);

(v) Arranging for the addition to, and replacement or modification of, any Equipment or other element of the Food Service Facilities, the cost of such capital shall be borne first by the Replacement Fund (as hereafter defined), and then, if insufficient amounts are in the Replacement Fund, by Owner, such costs shall be subject to Owner's prior approval, such approval not to be unreasonably withheld, conditioned, or delayed. All equipment is and will remain property of Owner;

(vi) Consultation with Owner at such times as shall be reasonably appropriate for the purpose of eliminating operational problems and improving the Operations;

(vii) Arranging for the removal of all trash from the Facilities to various centralized collection points in the Arena (the cost of which shall be an Expense), whereupon Owner shall be responsible for arranging for such trash to be properly and lawfully discarded; Manager is responsible for all Food Service Areas, and related sanitation of all such Food Service Areas, except for public restrooms;

(viii) Manager shall be required to modify its Operations upon the reasonable request of Owner, when it is required by Owner's agreement with any lessee of the Arena. Manager shall also be required to modify its Operations and meet the Owner's food service requirements if Owner obtains a specific event such as an NCAA tournament, political convention, the Olympics, non-profit events, or other similar national or international event;

(ix) Manager is responsible for complying with all applicable recycling rules, regulations and laws of the appropriate governmental bodies; Owner will endeavor to provide copies of same as they become available; and

(x) Any and all other services which Owner or Manager, in their joint reasonable discretion, deem appropriate in order for Manager to effectively manage and operate the Operations in a manner at least consistent with, if not better than, Manager's performance of comparable services at facilities similar to the Food and Beverage Areas.

(h) Owner Cooperation. Owner shall use its good faith, reasonable and diligent efforts at all times to cooperate with and assist Manager in (A) providing quality food and beverage services to patrons of the Food and Beverage Areas, and (B) achieving maximum Gross Receipts and Net Receipts (as that term is defined below) for the Operations.

(i) Manager Cooperation. Manager shall use its good faith reasonable and diligent efforts at all times to cooperate with and assist Owner in (A) providing quality food and beverage services to patrons of the Food and Beverage Areas, and (B) achieving maximum Gross Receipts (as that term is defined below) for the Operations.

(j) Manager shall commercially reasonably cooperate with Owner in securing video gambling devices. The installation and operation of said devices shall be at the sole discretion of the Owner. All Video Gambling Proceeds (as hereafter defined) at the Arena shall be excluded from Gross Receipts from the Operations and shall be deposited with the Owner. "Video Gambling Proceeds" shall include amounts received from video gambling machines, but shall not include any food and beverage revenue.

4. Operating Budget. No later than September 1, of each Agreement year during the Term (or such other period upon which Owner and Manager shall mutually agree), Manager shall propose an operating budget ("Operating Budget") for the Operations, together with budgets for the funds required from Owner to operate the Food Service Facilities in accordance with the standards established in this Agreement. The Operating Budget shall include any changes to the Operations or the Food Service Facilities which Owner recommends and any other additions, improvements or changes to the Operations which are approved by Owner. Within five (5) business days following the close of each month, Manager shall provide Owner with a statement of itemized income and itemized expenses for such Period in comparison to the applicable Operating Budget, together with an explanation for any variations between the Operating Budget and actual income and expenses for such month.

5. Projections of Gross and Net Receipts; Capital Budget; and Innovations Improvement Plans. No later than September 1 of each year during the Term (or such other period upon which Owner and Manager shall mutually agree), Manager shall supply Owner with a copy of Manager's projections for anticipated Gross Receipts for the ensuing year together with a budget (the "Capital Budget") for any recommended capital expenditure projection for

five (5) years (the cost of which shall be borne exclusively by either the Replacement Fund or by Owner) to be made during such year to add to, replace or modify any of the furniture, fixtures or equipment to be included in the Food Service Facilities, which Capital Budget shall be subject to Owner's approval. No less than once each month, Manager shall provide Owner with a statement of the actual Net Receipts for the prior month in comparison to the applicable sales projection, together with a thorough explanation from Manager about any significant variances between the projected Gross Receipts and the actual Net Receipts. Manager's Innovations Department shall conduct on-site visits and meetings with Owner semi-annually.

6. Conduct of the Operations.

(a) General. Manager agrees that it will conduct the Operations diligently and in good faith so as to maximize Gross Receipts and Net Receipts and to promptly and courteously serve the patrons of the Food and Beverage Areas at a high quality level customarily followed in the conduct of similar operations. The hours and days of operation during which the Food Service Facilities shall be open and staffed for every event, based on projected attendance provided by the Owner. A full time Director of Operations shall be on-site at all times, subject to vacations and occasional support at other locations of Manager.

(b) Compliance with Laws, Policies and Programs. In connection with the conduct of the Operations, Manager shall in all material respects comply with and observe all applicable federal, state and local laws, ordinances, regulations, orders or directions (including, without limitation, fire, building, health and sanitation codes and regulations) with respect to its Operations and the sanitation and purity of the Food and Beverage Items, provided that nothing herein shall be interpreted to hold Manager responsible for such compliance as it relates to areas of the Arena other than the Food Service Facilities in which Manager prepares or provides food and beverages. If the Owner or any change in the current law requires material changes to the alcohol policy in the Arena as compared to the alcohol policy in the Arena on the date hereof, then upon request of Manager, Owner hereby agrees to re-negotiate in good faith such business terms in this Agreement as directly relate to such change.

(c) Condition of the Food Service Facilities. Manager agrees to use reasonable efforts to conduct the Operations in such a manner so as to reasonably preserve the condition of all areas of the Food Service Facilities in the same condition as of the date of this Agreement to which Manager shall have access in the course of the performance of its obligations hereunder. Manager agrees to keep the Food Service Facilities and all other areas to be utilized by Manager, neat, clean and in a sanitary condition, and to follow all reasonable and appropriate directions of Owner with respect thereto.

(d) Compliance with Manager's Rules. Manager shall operate in accordance with Owner's written rules and regulations for the Arena, with all associated costs to be an Expense.

(e) Sponsorship. Manager and Owner recognize the value of securing sponsorship relationships for the Arena. Owner shall have the exclusive right to enter into any sponsorship agreements with corporations with respect to food and/or beverage products that are offered in the Arena ("Sponsorship Agreements"). Parties acknowledge such current Sponsorship Agreements as of the date of this Agreement, as attached hereto as "Exhibit E". At Owner's request, Manager agrees to provide Owner with introductions to Manager's food and beverage vendors that may be interested in having their products exclusively served or sold at the Arena in exchange for marketing and/or rights fees. Notwithstanding the foregoing, Owner will ensure that such Sponsorship Agreements do not impair the quality of the Food and Beverage Items served by Manager (as compared to comparable items served at other similar venues in which Manager or its affiliates provides food and beverage service) or increase the costs for such items (as compared to the Manager's pricing or what Manager would normally pay through its own distributors for comparable items of similar size and quality). Owner and Manager agree that they will not compromise the quality of the Food and Beverage Items served in the Operations in order to secure a sponsorship. In order for Manager to provide Owner with high quality Food and Beverage Items and in order for Manager to maintain the high standards of operations that it requires, Manager shall purchase inventory, equipment, and services from various sellers and vendors selected by Manager in its sole discretion (each, a "Vendor"). Purchases from Vendors shall be made under such terms Manager deems acceptable in its sole discretion ("Vendor Terms"). All Vendor Terms are the exclusive obligations and property of Manager. Owner does not have any liability under, or any right to, any Vendor Terms, and no Vendor Terms will reduce or otherwise affect the amount or performance of Owner's obligations. Manager covenants that the Vendor Terms will not: (i) impair the quality of the Food and Beverage Items served by Manager (as compared to comparable items served at other similar venues in which Manager or its affiliates provides food and beverage service), or (ii) increase the costs for such items above Manager's actual cost net of discounts and rebates. The foregoing shall be in accordance with any applicable federal, state, or local statute, law code, regulation, or ordinance.

(f) Safety. Manager shall be responsible for developing and maintaining the necessary and applicable measures for the safety of the Food Service Operations.

(g) Equipment Set Up/Tear Down. Manager shall provide, set up and remove tents, portable carts, stands, Equipment and Ancillary Items for Food Service Operations. Manager shall be responsible for setting up and tearing down all portable equipment.

(h) Vending Machines. Vending machines may only be used at the times and locations prescribed by Owner.

(i) Table Coverings. The use of table coverings other than cloth must be approved in advance by Owner.

(j) Manager shall make available to Owner for review Manager's standard operating procedures.

(k) Manager shall provide Owner with creative services and marketing support from its corporate Innovations department, including bi-annual on-site visits with the Owner, and no less than twice annually Manager will conduct, as an Expense, customer surveys and mystery shopper reports and review the metrics/results with Owner.

(l) Manager will assist Owner in creating more value for its premium seating rights holders through inclusion of twenty-five (25) Pearl memberships, as long as Manager is engaged in such program. This will be value added and at no overhead allocation or chargeback to the Owner. However, direct costs for specific program benefits (such as golf tee times, tickets for other events in the Chicago area, etc.) will be borne by the Owner or Arena rights holder user.

(m) Manager will not enter into any transaction with Affiliates unless the terms are the same as an "arms length" transaction.

(n) Manager shall apply for and install video gambling, as requested by Owner and allowed by law, all at Owner's sole cost.

7. Inspection and Approval. Manager shall propose, and Owner shall have the right to approve or reject the following: (a) areas in which product may be sold; (b) areas in which alcoholic beverages may be sold; (c) dates and times sales areas may and shall be open for business; (d) number of sales areas that must be open for each event; (e) which items may be offered for sale; (f) the brand, quality and quantity of all food and beverages offered for sale; (g) the price of all items offered for sale; (h) design of employees' uniforms including colors; (i) the manner of use of callers, hawkers, signs or other means of calling attention to or selling product; (j) the method used for the orderly control of patrons at the sales areas; (k) any change in the appearance of sales areas; (l) maintenance and clean-up procedures and materials; (m) the number, type and placement of vending machines; (n) size, type and placement of any temporary or movable stands; (o) distribution of hawkers in public seating areas; (p) the Director of Operations and Executive Chef; and (q) the installation, placement, and operation of gambling devices.

Owner shall decide any and all questions that may arise as to the acceptability of services rendered, number of service areas required, levels of staffing by area, prices, portions, products, manner of performance, questions which arise as to the interpretation and all questions as to the acceptable fulfillment of the Agreement. Owner may require that undesirable practices be discontinued or remedied.

8. Sale and Delivery of Food and Beverage Items. Manager covenants that it shall use commercially reasonable efforts to have available for sale in the Food Service Facilities

sufficient quantities and varieties of Food and Beverage Items and to provide sufficient and competently trained personnel so that the Operations shall yield the maximum Gross Receipts and Net Receipts commensurate with the opportunities presented. All Food and Beverage Items sold by Manager, and the manner of serving and selling the Food and Beverage Items, shall be of a high quality. All deliveries of Food and Beverage Items and any other items used in connection with the Operations shall be made only at the times and through the locations in the Arena reasonably designated by Owner.

9. Product.

(a) Manager shall order, stock, prepare, pay for and sell appropriate food service items.

(b) Consumables shall be first quality, wholesome and pure, and all product on hand shall be stored and handled with due regard for sanitation.

(c) During all events at the Arena, the Manager shall post signs and provide menus advertising the prices of items offered for sale. The signs and menus shall not be of a gaudy or offensive nature and must be approved by Owner.

(d) The Manager, Owner, and Arena Manager shall meet at least annually for the purpose of discussing the prices and product then in effect on the various items sold by Manager as provided herein. Additionally, on a seasonal basis, Manager must provide Owner with a competitive market pricing survey, including other facilities it manages in the area.

(e) Manager has ability to request increase in pricing for certain events, with approval by Owner.

(f) Manager agrees to use reasonable efforts to identify local products and vendors to utilize throughout the Arena, where and as appropriate.

(g) Alcoholic beverages are to be offered for sale by the Manager to the extent permitted by applicable state and local laws, and subject to reasonable regulations established by Owner. Final decisions as to whether or not alcoholic beverages may be sold at an event or in any designated area of the Arena shall be made by the Owner. The decision to serve or refuse service of alcoholic beverages to any individual shall be the sole responsibility of the Manager. The expectation of Owner and Manager is that alcoholic beverages shall be sold at all events, other than community or family events or other events where the promoter prohibits such sale.

10. Employees and Agents.

(a) Conduct and Supervision of Employees and Agents. Manager agrees to hire, train, supervise and regulate all persons employed by it so that they are aware of, and practice, standards of cleanliness, courtesy and service required and customarily

followed in the conduct of similar operations. Manager shall use its reasonable, good faith and diligent efforts to instruct its employees to (i) be neatly and cleanly uniformed, (ii) maintain personal cleanliness, (iii) be polite and courteous, and (iv) with respect to non-management employees, wear identification badges that are (A) reasonable in light of identification and security concerns and (B) unobtrusive and consistent with the uniforms worn by the Manager's employees. Manager shall hire and at all times employ an experienced Director of Operations who shall be subject to Owner's reasonable approval from time to time and who shall be available to, and shall consult with and shall regularly report to Owner regarding the conduct of the Operations.

Notwithstanding the foregoing, in the event the Owner notifies Manager that it desires the removal from the Arena of any Manager's employees (other than the Director of Operations, which is addressed separately below) and sets forth in such notice the specific reasons for such request, Manager agrees to meet with representatives of the Owner to discuss the matter. Any decision to remove the individual shall be made by Manager, but in making such decision Manager agrees to act reasonably and take into account the views expressed by the Owner.

Manager shall assign to the Facility a competent and experienced full time Director of Operations and prior to Manager selection of such Director of Operations, Manager shall consult with the Owner with respect to the qualifications of the Director of Operations proposed by Manager. Owner hereby approves of Yousuf Ahmed as the current Director of Operations; hiring of any successor Director of Operations by Manager shall require the prior approval of the Owner, such approval not to be unreasonably withheld, conditioned, or delayed. Manager specifically acknowledges the importance placed by the Owner on the high caliber and continuity of the agreed upon Director of Operations and therefore, Manager agrees not to reassign the selected Director of Operations to another facility managed by Manager or its affiliates, or to another position within Manager or its affiliates' corporate organizations, during the first twenty-four (24) months after the Effective Date of this Agreement, unless such reassignment or change in position is pre-approved in writing by the Owner or due to personal reasons of the Director of Operations.

(b) Cooperation with Other Employees. Manager agrees to direct its employees to reasonably cooperate in the use of the Arena's facilities which are common to the Food Service Facilities and to other operations at the Arena. In this regard, Manager agrees to instruct its employees to cooperate in all other reasonable manners with all employees and agents of Owner and with third parties performing services at the Arena.

(c) Hiring and Employment Practices. Manager agrees that in the conduct of the Operations it will not discriminate or permit discrimination in its hiring or employment practices on the basis of any federal, state or local impermissible grounds. Upon receipt of notice from Owner of any reasonable and significant objection to any of Manager's employees, the employment of such person will be discontinued and a suitable person will be promptly substituted; provided, however, the Owner acknowledges that its

right to require replacement of an employee employed by Manager is expressly subject to considerations and restrictions imposed upon Manager by any federal, state or local statute, law, code, regulations, or ordinance by any collective bargaining agreement or other contract affecting such employee. Manager shall conduct a criminal background check for all full time managers and cash handlers employed at the Arena as an Expense. If requested, Manager shall conduct criminal background checks on part-time employees of Manager, at Owner's expense.

(d) Labor Relations. Notwithstanding anything in this Agreement to the contrary, Manager shall have the sole and exclusive right and authority to implement all matters relating to labor relations in the Food Service Facilities and with respect to the Operations, including, but not limited to, the determination of (i) the degree and methods of opposition (if any) to any union organizing efforts, (ii) all terms and provisions of any collective bargaining agreement(s), and (iii) counsel and consultants to be utilized in such efforts.

(e) Training. Training for all Manager's employees, agents and approved subcontractors shall include at a minimum, a state or local certified alcohol awareness program, the Manager's customer service programs, skills training for each position, and buffet and wine service, if applicable. Manager warrants that its Director of Operations and Executive Chef personnel will each be experienced in their respective areas, with a minimum of two (2) years of prior experience in food service at a public events or restaurant facility, unless otherwise consented to by Owner.

(f) Status. All Food Service workers are employees of Manager.

(g) Subcontractors. Manager may not subcontract any food service without the written approval of the Owner, such approval not to be unreasonably withheld, conditioned, or delayed.

(h) Drugs. Manager agrees that in the performance of this Agreement neither Manager nor any of Manager's employees shall engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity related to the Arena. Owner reserves the right to request a copy of Manager's Drug Free Workplace Policy.

(i) Staffing. The Director of Operations and representatives of Owner shall consult regularly, with reference to the Operations of Manager, to review such Operations to provide services in a proper manner for persons attending the Arena. Manager shall provide Owner with "Staffing Point Of Sale Templates" by event type and projected attendance, to include ratio of servers to stands, suites, loges, etc., combined with the appropriate number of permanent and portable concession locations to be open so the Parties will be in agreement as to an expected baseline of personnel and stand coverage during particular events. Manager shall propose and Owner shall have final approval of all staffing levels and what Food Service Facilities will be opened or closed for each

event. Manager shall be responsible for direct contact with all suite and loge holders to solicit pre-event orders.

(j) Management Staffing. Provided that the number and quality of events justifies such management staffing in Manager's reasonable opinion, the parties agree during primary booking months (January through June and September through December), a core management team consisting of the Director of Operations, Concessions Manager, and Executive Chef will be present on a daily basis, subject to vacations and occasional support of other locations of Manager. All other months (July and August), the Director of Operations, will be on-site each week. The Manager will use reasonable efforts to maintain a consistent management team.

(k) All salaries, wages, incentive plans and benefits for any employee of Manager must be approved by Owner.

(l) Off-Site Events. Manager may not utilize management level personnel (including the Food and Beverage Manager and Executive Chef) for off-site functions without consent by Owner. Manager may not use any Equipment or Food Service Facilities at the Arena, for off-site Catering without the written approval of the Owner.

11. Licenses and Permits. Manager shall obtain and use commercially reasonable efforts to maintain in force during the Term, all required food, alcohol and other licenses and permits and renewals thereof and shall cause to be paid all fees and taxes which may be due and owing from time to time to federal, state or municipal authorities incidental to the Operations. Manager shall be the named licensee under all such licenses and permits and Owner shall do all acts or things that are necessary in order for Manager to obtain all such licenses and permits. Throughout the Term, Owner, at its sole cost and expense, shall maintain all other licenses and permits which may be required for the Operations of the Arena. At all times, the parties shall comply with the restrictions, rules and conditions of all such licenses and permits. In accordance with Village Code, Manager shall also offer regular alcohol awareness and training programs and updates to all relevant employees.

12. Collections and Payments of Taxes and Other Items.

(a) Payment of Taxes; Filing of Sales Tax Returns. Manager agrees to timely pay, from Gross Receipts, all sales, excise, employment and similar taxes relating to the Operations. Manager agrees to file separate sales tax returns reflecting only the Operations, it being understood that such returns shall be filed separately from all other sales tax returns required to be filed by Manager. Manager shall provide Owner with copies of the sales tax returns as filed by Manager within thirty (30) days of filing with the applicable taxing authority.

(b) Billing Practices and Procedures. Manager shall not be required to extend credit to any party, including the Owner. Owner acknowledges that credit cards are the only form of credit payment accepted in the Arena.

(c) Cash Handling and Cash Management Policies. In connection with the conduct of the Operations, Manager agrees to employ reasonable and appropriate internal control procedures to protect against the misappropriation of cash funds, which procedures shall be subject to the reasonable approval of Owner. Manager shall permit Owner to review written cash management policies. In addition, Manager agrees to deposit all cash Gross Receipts in a federally-insured depository institution. Any cash shortage above $\frac{1}{2}$ of 1 % (0.005) of Gross Receipts in the aggregate is the sole expense of the Manager and may not be deducted from Gross Receipts.

(d) Replacement of Equipment. In addition to providing Owner with the annual Capital Budget, Manager shall be responsible for consulting with Owner with respect to the purchase of all necessary replacements to furniture, fixtures and equipment and for the purchase of additional furniture, fixtures and equipment, the entire cost of which shall be approved (such approval not to be unreasonably withheld, conditioned, or delayed) and borne by Owner. In addition, Manager shall consult with Owner regarding the purchase of additional Equipment, the cost of which shall be borne by Owner if there are insufficient amounts available in the Replacement Fund. Manager shall establish and fund a replacement fund for the purchase of new food service equipment, which shall equal (the "Replacement Fund") two percent (2%) of Gross Receipts (as hereafter defined).

13. Maintenance.

(a) Routine Maintenance. Owner shall provide for and pay for "Routine Maintenance," which is defined as the provision of all labor and materials which are required to (i) keep the Food Service Facilities and Equipment in good, sanitary order and repair which is of a routine, regular and predictable nature, (ii) keep the Food Service Facilities clean and free of debris, and (iii) repair, maintain or replace components or parts (but replacement of entire items shall be Owner's cost and responsibility, as specified in 12(d) above) as required. All "Routine Maintenance" shall include but shall not be limited to the following;

(i) perform or arrange for all reasonable preventive or routine maintenance that is stipulated in operating manuals for the Food Service Facilities and Equipment as regular, periodic maintenance procedures for items solely used in the Operations;

(ii) clean, touch up paint and provide or arrange for normal day to day maintenance and repair for Food Service Facilities and Equipment for items solely used in the Operations;

(iii) provide or arrange for daily janitorial service for the Operations;

(iv) provide or arrange for monthly pest control service for Food Service Facilities and Equipment for items solely used in the Operations;

(v) provide or arrange for all sanitation and maintenance of Food Service Facilities and Equipment as approved by Manager to ensure a high standard of sanitation, including but not limited to; depositing in centralized receptacles provided by Owner, all waste, garbage and refuse which shall accumulate in the Food Service Facilities, remove from the Food Service Facilities all trash and garbage, clean empty and sanitize on a regular basis all garbage receptacles, and remove all grease on a regular basis to avoid collection and spillage, and store grease in receptacles provided by Manager as designated in the approved plans and take all precautionary measures to assure that grease is not discharged into the sewers;

(vi) perform or arrange for repairs to Food Service Facilities and Equipment to keep and maintain the Food Service and Beverage Areas and Equipment in a first class state of the art (of similar size and age) arena. Replacement of the Equipment and Food Service Facilities shall be made out of the Replacement Fund or at Owner's expense, subject to Owner's reasonable approval, to maintain the standards in Section 2 above.

(b) Manager shall, as an Expense, protect or arrange for protection of all carpeted floor areas with rubber or plastic lining when setting up portable stands, bars or service areas. Manager will be responsible for carpet damage caused by the sole gross negligence of its employees, its subcontractors or agents. Manager will also be held responsible for damage to utility floor pockets caused by the sole gross negligence of its employees, its subcontractors or agents.

(c) Log. As an Expense, Manager shall maintain a log book of all repairs. A copy shall be made available to Owner for review upon request, and a copy will be submitted to the Owner at the end of each Agreement Year.

(d) Miscellaneous. The Owner may require the use of their in-house maintenance staff for the repairs and maintenance if it is in the Owner's best interest as an Expense (provided it is competitively priced). Manager and Owner will be responsible for tagging all Equipment. Manager cannot dispose or relocate any Equipment or furniture from the premises without written permission of the Owner.

14. Use of Facilities.

(a) Access to Facilities. Access to the Food Service Facilities shall be limited to the authorized representatives of, and other persons designated by, Owner and Manager for the purpose of the reasonable exercise of Owner's and Manager's rights and obligations hereunder.

(b) Signs, Displays and Advertising. Manager agrees that all signs and displays, and the content and graphics thereof, to be utilized by Manager at the Arena shall be subject to the prior reasonable approval of Owner. Manager may use its name and logo and that of any affiliate of Manager, Owner and the name by which the Arena is

known in the signage, displays, menus and similar items used in connection with the Operations. In addition, Manager may, in a reasonable and tasteful fashion, including by use of relevant names and logos, promote its affiliation with the Owner, and the Arena and the services provided by Manager under this Agreement in Manager's and its affiliates corporate stationery, brochures and similar promotional material. Manager must also ensure that all of its signage, graphics, logos are consistent with and do not violate any sponsorship, Naming Rights Agreement, advertising or exclusivity clauses applicable to the Arena at no cost to Manager.

(c) Parking. Owner shall provide to Manager, free of charge, forty (40) parking spaces, located reasonably proximate to the Arena and the Food Service Facilities, for Manager's employees and vendors.

(d) Office Space and Equipment. Owner shall provide to Manager sufficient office space and equipment for Manager's employees (e.g., chefs, sous chefs, Director of Operations) to manage the Operations, which shall include, but not be limited to, furniture, phone systems, HVAC, electricity and lighting. Costs for such items shall be the sole expense of Owner. Manager acknowledges sufficiency of existing facilities as of the Effective Date. Owner shall provide the existing copier in good working order at no cost to Manager, and Manager shall pay, as an Expense, for the repair and maintenance for the existing copier it predominantly uses on the lower level of the Arena.

(e) Utilities. Owner shall be responsible to pay and provide for all utilities and related costs.

(f) Owner Taxes. Owner shall be responsible to pay any real and personal property taxes, if any, related to the Food Service Facilities.

15. Management Fee. For providing all the management and other services described in this Agreement, Manager shall earn five percent (5%) of Gross Receipts. There is no Management Fee paid or accrued prior to the Commencement Date. The Management Fee shall be reimbursed to, and retained by, Manager on a month-by-month basis, throughout the duration of the Term.

16. Definition of Gross Receipts. As used in this Agreement, the term "Gross Receipts" shall mean the total of all amounts actually generated from the rights granted herein, whether collected or not, including the Operations pursuant to the terms of this Agreement sold in or from the Food and Beverage Areas by Manager, its employees or agents, including the gross amount received by Manager from subcontractors and any service charges and gratuities provided, however, Gross Receipts shall not include any city, county, state or federal use, excise or similar tax imposed on the sale or use of the Food and Beverage Items collected and paid to applicable taxing authorities by Manager. Gross Receipts shall include amounts received from the sale of goods at the Arena, as well as amounts received from orders taken or received at the Arena (regardless of where such orders are filled).

17. Definition of Net Receipts. As used in this Agreement, the term "Net Receipts"

shall mean the Gross Receipts, minus (i) any items specifically identified elsewhere in this Agreement as being reimbursable out of pocket, or chargeable against, Gross Receipts, and (ii) the items listed below (herein defined as "Expenses"), which list is intended by the Owner and Manager to be an exhaustive list. No corporate, regional or area expenses or allocations may be charged against this account. Expenses means any reasonable expense Manager incurs in furtherance of the Operations shall be limited to the following:

(i) The actual cost to prepare and serve all Food and Beverage Items sold in the Food Service Facilities, together with the actual cost of all serving dishes, serving pieces, containers, plates, silverware, glassware, cooking utensils, napkins, table linens and other similar items relating to the sale of Food and Beverage Items (hereinafter collectively referred to as the "Ancillary Items"). All product, labor and operating costs must include any credits the Manager receives, such as product rebates, discounts, and incentives, solely attributable to sales or sales volume produced at the Arena;

(ii) On-site office and administration expenses including, but not limited to, the cost of office supplies, postage, computer software, telephone service, accounting and reporting, together with all payroll costs, including reasonable fringe benefits, payroll taxes, employee benefits, payroll administration expenses, workmen's compensation, and severance payments pertaining to all of Manager's employees engaged in the performance of the Operations;

(iii) Costs of repairs and maintenance but not including costs incurred for additions to, or replacements or modifications of any element of the Food Service Facilities not paid directly by Owner;

(iv) Costs incurred for pest control, trash removal, janitorial service, cleaning expenses, including, but not limited to, the cost of supplies not paid directly by Owner;

(v) Insurance costs incurred by Manager in connection with providing the insurance required pursuant to this Agreement, which is currently approximately 1.5% of Gross Receipts, not including workmen's compensation;

(vi) Personal property taxes imposed on the Operations other than taxes on the real property in which the Food Service Facilities are located;

(vii) Cost of uniforms for all of Manager's employees and the costs of laundering all such uniforms;

(viii) The cost of governmental charges such as the cost of obtaining and maintaining all necessary or required licenses;

(ix) Payment of installments of the Management Fee pursuant to

Paragraph 12 above;

(x) Replacement Fund which is an accrual made in each Accounting Period equal to 2% of Gross Receipts. The Replacement Fund is established to pay for any new Equipment, or replacement of any existing Equipment and may only be spent with the approval of Owner. The Replacement Fund will roll over from Accounting Period to Accounting Period and Agreement Year to Agreement Year;

(xi) Any uncollectible amounts from the Operations, including, without limitation, uncollectibles from credit/debit card activity, provided that Manager agrees to exercise good faith reasonable and diligent collection efforts; and

(xii) Any other costs actually and reasonably incurred by Manager in connection with the Operations. It is expressly understood and agreed that (i) Manager is only providing management services to and for Owner and, accordingly, under no circumstances shall Manager ever be obligated to fund any portion of any operating deficits or "negative cash flow" from the Operations, and (ii) the term "Expenses" shall not include any payments of principal or interest which Owner is required to pay on indebtedness relating to the construction, renovation, modification or ownership of the Arena or any portion thereof.

18. Accountings.

(a) Accountings; Payment of Commissions. Within fifteen (15) days following the last day of each month ("Accounting Period") during the Term, Manager shall provide Owner with a complete accounting ("the Interim Accounting") itemizing and detailing all Gross Receipts and Net Receipts from the Operations generated during such month, (separated by area), together with a profit/loss income statement and payment of all Net Receipts (or, in the event that a deficiency exists, a statement of the accrued loss), if any, due with respect to such Accounting Period. Manager shall also provide and account for income, all of its Expenses, including full and part-time payroll, and fees, as required under the "Records, Accounts" section below. Owner shall have the right to withhold any past due amounts (plus all applicable interest) from any amounts Owner may owe Manager until made whole. Within sixty (60) days following the conclusion of each Contract Year during the Term, Manager shall provide Owner with a review certified by Manager's Chief Financial Officer setting forth the calculation of the annual Gross Receipts and Net Receipts (separated by area) for the applicable period in accordance with a format specified by Manager. If requested, an independent annual audit (an "Audit") of the Manager's financial statements shall be conducted as an Expense, and conducted by a Certified Public Accountant (CPA) firm approved by the Owner and must be submitted no later than ninety (90) days after the end of each Agreement Year. At any time during the Term, and for a period of two (2) calendar years thereafter, Owner and its designated representatives shall have the opportunity, at their sole cost and expense (subject to the provisions set forth below), to inspect the books and

records of Manager solely and directly related to the financials of this Agreement to verify the financial performance of this Agreement. In the event that Owner disputes such figures, Owner shall deliver a written notice of such dispute to Manager ("Dispute Notice"). If Owner and Manager are unable to resolve such dispute within ninety (90) days following the delivery of the Dispute Notice, Owner and Manager shall immediately submit the dispute for resolution to a nationally recognized certified public accounting firm to be mutually agreed to by Owner and Manager (the "Accounting Firm"). If no agreement can be reached, each party shall propose a nationally recognized certified public accounting firm and the choice shall be made by the flip of a coin. The determination of Gross Receipts and Commissions in accordance with the terms hereof made by the Accounting Firm after a full and complete inspection of Manager's books and records shall be final and binding upon the parties. If the Accounting Firm determines that the computation of Gross Receipts or Commissions contained in any Statement is inaccurate and not previously corrected, then either Owner shall promptly pay to Manager, or Manager shall promptly pay to Owner, such amount as is necessary to reflect the adjustment of Gross Receipts or Commissions based upon the Accounting Firm's determinations (the "Adjusted Amount"), provided, not previously collected. If the Accounting Firm determines that the computation of Gross Receipts or Commissions contained in any Statement or the Final Statement, as the case may be, is understated by the greater of (i) \$25,000.00 or (ii) five percent (5%) or more, then, in addition to the Adjusted Amount, Manager shall pay the entire cost of the Accounting Firm's engagement, plus a late fee equal to the prime rate of interest (as listed on The Wall Street Journal). In all other events, the cost of the Accounting Firm's engagement and the costs of Owner's inspection of the books and records of Manager shall be borne by Owner.

(b) Year-End Adjustment. It is acknowledged by the parties that the payment of the Management Fee and any payments of Net Receipts as provided herein shall be reflected in each Interim Accounting. In the event that the figures set forth in any "Final Accounting" indicate that Manager or Owner actually received amounts which are greater than or less than the amounts which should have been received pursuant to the provisions of this Agreement, then, the parties shall, within thirty (30) days following receipt of the Final Accounting, make such payments to each other as may be necessary to insure that Manager and Owner have received the full and correct amounts to which each is entitled based upon the figures contained in the Final Accounting.

(c) Owner's Payment to Manager. Owner shall pay Manager for any and all amounts owed by Owner to Manager within thirty (30) days of the receipt of the invoice. If such payment is not received within thirty (30) days of receipt of the invoice, all such outstanding amounts shall accrue interest at the prime rate (as listed in The Wall Street Journal) plus two percent, from the date of receipt of the invoice to the date of payment until all outstanding amounts are paid in full and Manager shall have the right to withhold any past due amounts (plus all applicable interest) from any of Owner's share of the Commissions until made whole. If late payment occurs more than twice in any Contract Year, Owner hereby agrees to pay Manager the amount necessary to fund projected negative cash flow (i.e. the amount by which anticipated Expenses exceed anticipated

Gross Receipts) based on Manager's estimate thereof for all future quarters of Contract Years with payment due no later than thirty (30) days prior to the beginning of the commencement of each quarter or such later date as Manager requests payment (each such payment being an "Expense Advance").

(d) Records, Accounts. Manager shall maintain all accounting records for the Arena in a format reasonably approved by the Owner at the on-site office or in Manager's home office. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations of Manager under this Agreement. The Owner or its authorized agent shall have the right to audit and inspect such records from time to time during the Term, upon reasonable notice to Manager and during Manager's ordinary business hours. Manager shall maintain a separate commercial bank account in a mutually approved bank on mutually agreeable terms for all sales deposits.

(e) Manager will provide a monthly accounting report for operations to Owner, in an auditable profit/loss statement format (budget to actual), similar to current statements received by Owner with added detail delineating its full and part-time payroll expenses. Additionally, Manager shall provide, upon request, copies of all invoices and support documentation of direct and indirect Expenses (such as small wares, laundry, legal, uniforms, equipment rental, repair, and maintenance). The Parties will agree on such format and meet monthly with Owner to review accounting information prior to execution of this Agreement.

(f) Events. Seventy-two (72) hours prior to each event, Owner shall provide Manager with an estimate of expected attendance. Forty-eight (48) hours prior to each event, Manager shall provide Owner with sales, staffing and product usage plan based on that projected attendance. Manager shall provide the Owner with a preliminary sales report by 10:00 a.m. on the day following each event. Manager shall provide to the Owner, in a format directed by the Owner, a written summary of each event within seventy-two (72) hours of that event, indicating where appropriate, sales by location, total inventory sales, total register sales, and cash overages and shortages, gratuities and spoilage levels. Manager shall provide access to the corresponding deposit ticket and credit card transmission reports for all daily sales reports.

19. Term.

(a) Owner hereby grants Manager the right to be the provider of all management services for the Operations for a period commencing on the Effective Date and expiring on April 30, 2013 (the "Term"). For purposes of this Agreement, the term "Contract Year" shall mean the twelve (12) month period commencing on January 1 and expiring on the next ensuing December 31. The parties hereby agree that the first and last Contract Years shall be partial years. Owner shall have the right to extend the Term two (2) separate times for an additional one (1) year each extension, by providing written notice to Manager (and Manager shall have the right to accept) no later than ninety (90) days prior to the natural expiration of the Term or the first extension year, as applicable.

(b) At the end of the Term, Owner hereby agrees, as a condition precedent to the effectiveness of the end of the Term, to pay Manager, in a single lump sum payment, all amounts owed to Manager, including without limitation, an amount equal to the cost of Manager for all food, beverage, and supply inventory on hand. Notwithstanding anything in this Agreement to the contrary, neither Owner nor Manager shall 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.

(c) Upon expiration or termination of the Agreement, Manager shall (to the extent permitted by law) assign to Owner all permits for the food and beverage concession services which have been issued in Manager's name (including liquor and restaurant licenses, if any); provided that if Manager has expended any of its own funds in the acquisition of any of such licenses or permits, Owner shall reimburse pro rata the Manager therefore if it has not done so already.

(d) The parties recognize that Manager may utilize software at the Facility in connection with its Operations, and that such software may be licensed to Manager and not to Owner. Upon expiration or termination of this Agreement, Manager shall cooperate with Owner to minimize any operational disruption caused by the removal of its proprietary, non-assignable software, and shall facilitate the orderly transfer of records and data contained in the software to the extent necessary for Owner's continued Operations of the Arena. Owner shall, upon termination of this Agreement, have the ability to independently purchase or license any non-proprietary third party software programs and Manager will waive any objection to such transaction related to non-proprietary software. Further, if requested by Owner, Manager shall reasonably assist Owner, at Owner's sole expense, in obtaining Owner's own software license from the licensor of such non-proprietary software programs. Notwithstanding anything contained herein, Manager shall have no obligation to transfer any of its proprietary items.

(e) In addition to the actions set forth in this Agreement which are to be taken by Manager and Owner upon expiration or termination of the Agreement done in accordance with the terms of this Agreement, Owner and Manager shall cooperate with each other and act in a commercially reasonable manner to effect an orderly transition of management functions of the food and beverage concession services from Manager to Owner, any transferee of Owner or to any managing agent designated by Owner or any transferee of Owner.

(f) Manager shall peacefully vacate and surrender the Arena, including the Food and Beverage Areas to the Owner and cooperate with Owner and/or successor operator upon the expiration or termination of the Agreement done in accordance with the terms of this Agreement.

(g) Owner hereby expressly agrees that, during the Term (including any extensions thereof) and for a period of twelve (12) months following the expiration of this Agreement, Owner shall not directly or indirectly solicit, hire, offer to hire or employ any current full time salaried or core management-level employees of Manager

(including, but not limited to, Manager's current Director of Operations, chefs, sous chefs and the managers of the various areas of the Food Service Facilities) learned about solely due to Operations to work in the Food Service Facilities as a consultant, employee, independent contractor or otherwise in any other capacity, without Manager's prior written approval, which approval can be granted or denied in Manager's sole and absolute discretion. Manager hereby expressly agrees that, during the Term (including any extensions thereof) and for a period of twelve (12) months following either the expiration of this Agreement, Manager shall not directly or indirectly solicit, hire, offer to hire or employ any current full time salaried or management-level employees of Owner learned about solely due to the Operations to work for or in connection with Manager as a consultant, employee, independent contractor or otherwise in any other capacity, without Owner's prior written approval, which approval can be granted or denied in Owner's sole and absolute discretion.

(h) The provisions of this Paragraph 16 shall survive and continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

20. Default by Manager. Owner shall have the right to terminate this Agreement and Manager's services for all of the Operations upon the occurrence of any uncured default by Manager, provided Manager has received thirty (30) days prior written notice specifying the nature of such default and has failed in such period to cure, unless such cure is not possible within such time, in which case Manager, if diligently pursuing such cure, shall have an additional sixty (60) days to cure. A default shall be defined as the occurrence of any one (1) or more of the following:

(a) Manager's failure to: (i) perform any of its material services or obligations in the manner or within the time required under this Agreement or commits or permits a breach thereof, or (ii) default in, any of its material duties, liabilities or obligations hereunder.

(b) Manager's failure to obtain or maintain any required license or permit including alcoholic beverage licenses or permits during any event in the Arena; provided, however, it is not a default of Manager unless such failure to maintain a required license or permit is within Manager's reasonable control.

(c) Manager's failure to correct, to the extent solely within Manager's control, any potentially hazardous condition within seven-two (72) hours of written notice from Owner.

(d) Manager's filing a voluntary petition in bankruptcy, or is adjudicated as bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute or law relating to bankruptcy, insolvency or other relief for debtors, whether federal or state, or shall seek, consent to or acquiesce in the appointment of any trustee, receiver, conservator or liquidator of Manager or of all or any substantial

part of its properties (the term "acquiesce," as used herein, being deemed to include, but not be limited to, the failure to file a petition or "motion to vacate or discharge any order, judgment or decree providing for such appointment within the time specified by law); or a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Manager seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute or law relating to bankruptcy, insolvency or other relief for debtors, whether federal or state, and Manager shall consent to or acquiesce in the entry of such order, judgment or decree, or the same shall remain unvacated and unstayed for an aggregate of sixty (60) days from the day of entry thereof, or any trustee, receiver, conservator or liquidator of Manager or of all or any substantial part of its properties shall be appointed without the consent of or acquiescence of Manager and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days.

21. Default by Owner. Manager shall have the right to terminate this Agreement by written notice to the Owner following the occurrence of any of the following events of default by Owner:

(a) Owner's filing a voluntary petition in bankruptcy, or is adjudicated as bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute or law relating to bankruptcy, insolvency or other relief for debtors, whether federal or state, or shall seek, consent to or acquiesce in the appointment of any trustee, receiver, conservator or liquidator of Owner or of all or any substantial part of its properties (the term "acquiesce," as used herein, being deemed to include, but not be limited to, the failure to file a petition or motion to vacate or discharge any order, judgment or decree providing for such appointment within the time specified by law); or a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Owner seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute or law relating to bankruptcy, insolvency or other relief for debtors, whether federal or state, and Owner shall consent to or acquiesce in the entry of such order, judgment or decree, or the same shall remain unvacated and unstayed for an aggregate of sixty (60) days from the day of entry thereof, or any trustee, receiver, conservator or liquidator of Owner or of all or any substantial part of its properties shall be appointed without the consent or acquiescence of Owner and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days; or;

(b) Owner's failure to: (i) perform any of its material services or obligations in the manner or within the time required under this Agreement or commits or permits a breach thereof, or (ii) default in, any of its material duties, liabilities or obligations hereunder.

22. Termination. In the event that all of Manager's services are terminated as provided in Paragraphs 18 and 19, Manager shall, if Owner requests, continue to serve as Manager of the Operations until a successor is selected and commences work in the Food Service Facilities or

until such earlier date as Owner shall specify; provided that Manager shall not be obligated to do so for a period in excess of thirty (30) days. The terms and conditions of this Agreement shall continue to be fully applicable during such period as if no termination had occurred; provided that such request to continue as Manager shall be deemed to constitute Owner's agreement to pay Manager, in full, for all amounts it owes Manager, as well as for its services during such period following termination as provided for herein. Manager agrees that Owner also has the option, in the event of any such default and upon written notice to Manager, to have Manager vacate the Arena and no longer operate under this Agreement. Manager agrees in all events to reasonably cooperate with Owner in transitioning the food service Operations to such party or entity that succeeds Manager. This shall include the assignment of all contracts, all deposits, food and beverage inventory, and full transition services, provided that Manager is paid the fair market value for such items. Manager also agrees to reasonably assist in the transfer of alcoholic beverage licenses to the successor Manager, to the extent permitted under such contracts and under applicable law.

23. Independent Contractor. In performing its services hereunder, Manager is an independent contractor of Owner and not an employee, agent, partner, or joint venturer of Owner. No agent, servant or employee of Manager shall under any circumstances be deemed an agent, servant or employee of Owner.

24. Ownership in Food Service Facilities; Authority of Manager. Manager shall have no ownership rights in the Food Service Facilities, nor any claim of ownership with respect thereto, arising out of this Agreement or the performance of its services hereunder. This Agreement shall in no way be construed to authorize Manager to engage in any brokerage services or activities of any similar nature relating to the Food Service Facilities.

25. Taxes and Contributions. Manager assumes full and exclusive responsibility and liability for withholding and paying, as may be required by law, all federal, state and local taxes and contributions with respect to, assessed against, or measured by Manager's earnings hereunder, or salaries or other contributions or benefits paid or made available to any persons retained, employed or used by or for Manager in connection with its services, and any and all other taxes and contributions applicable to its services for which Manager may be responsible under any laws or regulations, and shall make all returns and/or reports required in connection with any and all such laws, regulations, taxes, contributions and benefits.

26. Qualification. Manager shall, at its own expense, qualify to do business in the State of Illinois.

27. Severability. Each provision of this Agreement is intended to be severable. If any term or provision hereof shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be deemed to be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.

28. Remedies. The remedies specified in this Agreement shall be in addition to, and not exclusive of, any other remedies available to a party at law or in equity. In the event of any dispute, claim, suit or proceeding relating to this Agreement, the prevailing party shall be entitled

to recover all of its legal and other fees and expenses incurred in connection with the dispute, claim, suit or proceeding from the other party. Owner and Manager hereby expressly waive any right to seek, claim or collect lost profits or any punitive, treble, 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 Owner and Manager.

29. Governing Law. This Agreement is entered into in the State of Illinois and shall be governed by the internal substantive laws of the State of Illinois without regard to conflicts of law principles.

30. Time of Essence. Time is of the essence in the performance of this Agreement.

31. Utility Interruption. Owner shall not be liable or responsible for any failure to furnish services, such as electricity, gas, water, or drainage service, which failure is caused or brought about in any manner by strike, act of God or other work stoppage, federal, state, or local government action, the breakdown or failure of apparatus, equipment, or machinery employed in its supply of said services, any temporary stoppage for the repair, improvement, or enlargement thereof, or any act or condition beyond its reasonable control. Further, Owner shall not be liable or responsible for any consequential economic or property loss or damage caused or brought about by any such occurrence.

Owner shall not be responsible for any goods, merchandise or Equipment stored at the Arena nor will it be responsible for damage resulting from a power failure, flood, fire, explosion and/or other causes.

32. Force Majeure.

(a) Neither party shall be liable or responsible to the other party for any delay, loss, damage, failure or inability to perform under this Agreement due to an Event of Force Majeure, provided that the party claiming failure or inability to perform provides written notice to the other party within thirty (30) days of the date on which such party gains actual knowledge of such Event of Force Majeure. Notwithstanding the foregoing, in no event shall a party's failure to make payments due hereunder be excusable due to an Event of Force Majeure. "Event of Force Majeure" shall mean a delay in or failure of performance by Owner or Manager to the extent that such delay, failure, loss or damage is caused by 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 therefore, 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, delays in transportation directly effecting the delivery of food and beverage, epidemic, pandemic, inability of a party to obtain necessary materials or equipment or permits due to existing or future laws, rules or regulations of governmental authorities.

(b) In the event of damage or destruction to a material portion of the Facility by reason of fire, storm or other casualty loss that renders the Facility (or a material

portion thereof) untenable, the Owner shall use reasonable efforts to remedy such situation. If notwithstanding such efforts, such damage or destruction is expected to render the Facility (or a material portion thereof) untenable for a period estimated by an architect selected by the Owner at Manager's request, of at least one hundred eighty (180) days from the date of such fire, storm or other casualty loss, either party may terminate this Agreement upon written notice to the other, provided that the Owner shall pay to Manager its costs of withdrawing from services hereunder, as described in Section 4.4(a) above.

33. Assignment and Subcontracts. Manager shall have no right, power, or authority to assign this Agreement without the prior written approval of Owner, which approval can be granted or denied in Owner's sole and absolute discretion; provided, however, that an assignment of this Agreement to any of Manager's partners or affiliates (or any of their affiliated or related entities) shall not constitute an assignment under this Paragraph and, therefore, shall not require Owner's approval. In the event that (a) ownership of the Arena is transferred to any person, trust or entity other than Owner (a "Successor"), or (b) Owner sells or in any way transfers its rights to grant the right to sell food and beverage items in the Arena, Owner shall cause this Agreement to be transferred and assigned to the Successor, subject to Manager's approval, which approval shall not be unreasonably withheld, conditioned or delayed. Prior to the consummation of such sale, assignment or transfer to the Successor, Owner shall cause the Successor to expressly assume in writing the terms and conditions of this Agreement and to agree to be bound by all of the obligations of Owner contained in this Agreement. Without waiver of the foregoing provisions, all of the rights, benefits, duties, liabilities and obligations of the parties hereto shall inure to the benefit of, and be binding upon, their respective successors and assigns.

34. Modification of Agreement. This Agreement constitutes the entire agreement between the parties hereto. To be effective, any modification of this Agreement must be in writing and signed by an authorized representative of the party to be charged thereby.

35. Headings. The headings of the paragraphs of this Agreement are inserted for convenience of reference only and shall not in any manner affect the construction or meaning of anything contained herein or govern the rights or liabilities of the parties hereto.

36. No Third Party Beneficiaries. Nothing in this Agreement is intended nor will be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

37. Interpretation. Whenever the context requires, all words used in the singular number shall be deemed to include the plural and vice versa, and each gender shall include any other gender. The use herein of the word "including," when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general

statement, term or matter.

38. Notices. All notices, requests and communications required or permitted hereunder shall be in writing and shall be sufficiently given and, deemed to have been received upon personal delivery or, if mailed, upon the first to occur of actual receipt as evidenced by written receipt for certified or registered mail or a nationally recognized overnight courier service, refusal or delivery or notification by the United States Postal Service to the sending party that the notice, request or communication is not deliverable at the address of the receiving party set forth below due to the unwillingness of the recipient to accept delivery:

If to Owner: Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, Illinois 60169
Attention: Village President

With a copy to: Arthur L. Janura
Arnstein and Lehr
120 South Riverside Plaza
Suite 1200
Chicago, Illinois 60606

If to Manager: Andrew J. Lansing
President and CEO
Levy Restaurants
980 North Michigan Avenue
Suite 400
Chicago, Illinois 60611

With a copy to: Michael T. Perlberg, Esq.
Senior Vice President/General Counsel
Levy Restaurants
980 North Michigan Avenue
Suite 400
Chicago, Illinois 60611

With a copy to: Manager's Director of Operations at his/her offices in the
Arena

Notice of a change in address of one of the parties shall be given in writing to the other parties as provided above, but shall be effective only upon actual receipt.

39. Confidentiality and Information Technology Security.

(a) Confidentiality.

(i) Any financial statements or other financial information that may be

provided by either party to the other prior to the execution of, or pursuant to the requirements contained in, this Agreement, whether provided voluntarily or in satisfaction of an obligation to do so, and the terms of this Agreement, shall be kept strictly confidential by the party receiving the same, except and only to the extent that such information may be required to be reported for purposes of the receiving party's financial statements or public reporting requirements, to or by any duly constituted governmental authorities or to any bank or other financial institution providing financing to Manager, Owner or any of their respective affiliated or related entities or owners.

(ii) During the course of the performance of Manager's services pursuant to this Agreement, Manager may utilize certain information that relates to its past, present or future research, development, business activities, products, services, technical knowledge and knowledge capital ("Confidential Information"). Furthermore, during the course of Manager's Services hereunder, Manager may utilize certain proprietary materials, tools and methodologies, including, but not limited to, software, programs and systems (including modifications and adaptations thereto), documentation, training manuals and procedures (hereinafter collectively referred to as "Service Solution Tools"). Service Solution Tools shall be deemed to be included as part of Manager's Confidential Information.

(iii) Owner hereby acknowledges and recognizes the competitive advantage and value associated with Manager's Confidential Information and hereby agrees to use its best efforts to, at all times, protect and preserve the confidentiality of Manager's Confidential Information. Owner hereby agrees that it shall not have or retain any right, title or interest in the Confidential Information, except to use them during the term of this Agreement as expressly authorized by Manager from time-to-time and solely for the purpose of furthering Manager's services pursuant to this Agreement. Nothing in this Agreement shall restrict, prohibit or limit, in any way, Manager's use of the Service Solution Tools in any manner or for any purpose whatsoever.

(iv) Owner hereby agrees that all Confidential Information, including, but not limited to, Service Solution Tools and all copies thereof, shall be returned to Manager or, at Manager's election, may be removed by Manager upon the first of the following to occur: (a) the expiration of this Agreement or (b) Manager's request.

(v) Information falling within the definition of Confidential Information shall be treated by Owner as the confidential financial or proprietary information of Manager pursuant to the provisions of the Illinois Freedom of Information Act ("Illinois FOIA"). Except as expressly provided in this Agreement or as otherwise mandated by the Illinois FOIA or other applicable law, Owner will not disclose Confidential Information to anyone without the prior written consent of Manager. In the event that Owner is served with a Freedom of

Information Act (FOIA) request, discovery request in litigation, or subpoena from any third party requesting all or part of any Confidential Information as defined herein, Owner shall give timely notice to Manager of such request or subpoena as soon as possible and within the time parameters required for response pursuant to the Illinois FOIA or any applicable law.

(vi) Owner and Manager hereby expressly acknowledge and agree that the terms and provisions of this Paragraph 39 shall survive the expiration of this Agreement.

(vii) If Manager, in its sole discretion authorizes Owner to use any Service Solution Tools, Owner may only use such Service Solution Tools for its internal business purpose and may not use or share them for the benefit of any other party. The Service Solution Tools are made available "AS IS" without express or implied warranties of any kind.

(viii) Owner's Confidential Information. Manager agrees that all financial, statistical, personnel, customers vendor data and other information relating to Manager's business and other information identified as proprietary or confidential by Owner which may be disclosed to or otherwise become known by Manager, are confidential and proprietary information of Owner ("Owner Confidential Information"). Manager agrees to (i) use Owner Confidential Information only for the purpose of this Agreement and shall use reasonable measures to prevent the disclosure of Owner Confidential Information to any third party without Owner's prior written consent, (ii) take measures that, in the aggregate, are no less protective than those measures it uses to protect the confidentiality of its own comparable confidential information and (iii) take reasonable steps to advise its employees of the confidential nature of Owner Confidential Information or of the prohibitions of copying and revealing such Owner Confidential Information contained herein.

(b) Information Technology Systems. In connection with the services being provided hereunder, Manager may need to operate certain information technology systems not owned by the Owner ("Non-Owner Systems"), which may need to interface with or connect to Owner's networks, internet access, or information technology systems ("Owner Systems"). Manager shall be responsible for all Non-Owner Systems, and Owner shall be solely responsible for Owner Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. If Manager serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, then Manager will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data ("Data Protection Rules"). If Non-Owner Systems interface with or connect to Owner Systems, then Owner agrees to implement forthwith upon request from Manager, at Owner's own expense, the changes to the Owner Systems that Manager reasonably requests and believes are necessary or prudent to ensure Manager's compliance with the Data Protection Rules.

40. Security. Owner shall be exclusively responsible for providing adequate security throughout the entire Arena, including the Food Service Facilities. Manager acknowledges that Owner shall be responsible for public order and safety and shall have the right and authority to eject individuals from the Food Service Facilities as necessary.

41. Insurance.

(a) Liability Insurance. Manager shall obtain and maintain, at all times throughout the Term, comprehensive general liability (including liquor liability), property damage, and contractual liability insurance insuring against, among other things, the losses, expenses and liabilities described in this Agreement to the extent that liabilities are insurable. The policies shall provide primary coverage and shall provide liability limits equal to one million dollars (\$1,000,000) per occurrence and twenty-five million dollars (\$25,000,000) in the aggregate. The per occurrence and aggregate limits may be satisfied by using a combination of primary and excess/umbrella insurance policies. In addition, Manager shall also obtain and maintain workers' compensation insurance coverage in accordance with the State of Illinois statutory requirements. Manager shall furnish to Owner certificates of insurance, a letter from an agent or broker, and blanket additional insured endorsements evidencing that all such insurance policies are in full force and effect, and such certificates shall be in a form acceptable to Owner, which acceptance shall not be unreasonably withheld, conditioned or delayed. All insurance policies shall be issued by insurance companies rated no less than A VIII in the most recent "Bests" insurance guide, and licensed in the State of Illinois or as otherwise agreed by the parties. All such policies shall be written on a standard ISO policy form. Owner shall be an additional insured on the commercial general liability policy, and dram shop/Liquor Liability policies to be obtained by Manager. The Parties agree that the certificate evidencing such liability insurance shall include the following statement: "The Village of Hoffman Estates, as Owner of the Sears Centre Arena, is added as an additional insured by Levy Premium Foodservice Limited Partnership with respect to liability arising out of or related to Manager's management and operation at the Sears Centre Arena. Coverage shall be primary and non-contributory to any coverage of the Village of Hoffman Estates." All policies of insurance required hereunder shall provide that they may not be canceled, renewed or reduced unless at least thirty (30) days notice thereof has been provided to Owner.

Owner hereby agrees that it will cause to be obtained and maintained at all times throughout the Term, adequate insurance to cover customary risks, losses, expenses and liabilities associated with the Operation of the Arena.

(b) Property Damage Insurance. Owner shall be responsible for maintaining all insurance for all of the furniture, fixtures and equipment utilized in connection with the Operations against property damage.

42. Old Agreements. This Agreement supersedes all prior agreements between the parties for the Arena, including without limitation, the Commission Agreement, the letter

agreements between the parties dated December 23, 2009, March 22, 2010, June 7, 2010, and August 2, 2010. Parties agree Owner has no liability under any prior agreements between Manager and CCO Entertainment, LLC, and /or MadKatStep Entertainment, LLC.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Village of Hoffman Estates,
An Illinois municipal corporation

By: _____

Print: _____

Its: _____

Levy Premium Foodservice Limited Partnership,
an Illinois limited partnership

By: Levy GP Corporation
Its: General Partner

By: _____

Print: _____

Its: _____

EXHIBIT "A"

FOOD AND BEVERAGE AREAS

The "Food and Beverage Areas" shall consist of all of the food and beverage service in the Arena, including without limitation, the following:

1. All general concession areas including, without limitation, all concession stands on the main and bridge level;
2. All portable carts in the Arena;
3. All of the 43 upper level luxury suites in the Arena;
4. All 24 loge boxes/lower level Suites;
5. All bars, carveries, clubs, and lounges (including Prairie View Lounge) in the Arena;
6. All catering and group sales within the Arena;
7. All in-seat service in the Arena;
8. All other food and beverage service in the Arena throughout the Term; and
9. Former Amcore Club area.

EXHIBIT "B"

FACILITIES

EXHIBIT "C"

EQUIPMENT

EXHIBIT "D"

INITIAL MENUS

EXHIBIT "E"

SPONSORSHIP AGREEMENTS

Copies of the following Sponsorship Agreements are attached:

1. Sponsorship Agreement by and between Sears Centre and MillerCoors, LLC, dated October 1, 2009.
2. Letter Agreement between Red Hot Chicago/Jemm and Village of Hoffman Estates, dated March 1, 2010.
3. Advertising Sponsorship Agreement by and between Connie's Pizza and CCO Entertainment LLC, dated February 1, 2009.
4. Beverage Agreement by and between Pepsi-Cola General Bottlers IL, LLC and Front Row Marketing Services, LP, dated December 23, 2009.