

MANAGEMENT AGREEMENT

BY AND BETWEEN

**FRESNO BASEBALL CLUB, LLC,
AS OWNER**

AND

**PROFESSIONAL SPORTS CATERING, LLC,
AS MANAGER**

DATED: JANUARY _____, 2017

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MANAGEMENT AGREEMENT

This Management Agreement ("Agreement") is entered into as of this ____ day January, 2017 by and between Fresno Baseball Club, LLC, a Delaware limited liability company ("Owner"), and Professional Sports Catering, LLC, an Illinois limited liability company ("Manager").

RECITALS

1. The City of Fresno owns the baseball stadium located at 1800 Tulare Street, Fresno, California, 93721 (the "Ballpark"), which Ballpark is (a) known as "Chukchansi Park," and (b) the home ballpark for, among other events, all of the Fresno Grizzlies (the "Team") home exhibition, regular season and post-season Pacific Coast League - Triple A - Minor League Baseball (the "League") games.

2. Owner is responsible for managing the facility management operations, booking, event management, operations and contracting for all premium seating and services of the Ballpark, and has the exclusive right to determine who shall operate the food and beverage concession services throughout the Ballpark by want of an Amended and Restated Agreement between Owner and the City of Fresno dated January 1, 2010.

3. The Ballpark includes foodservice 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 Ballpark 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 throughout the Ballpark, including Food and Beverage Areas throughout 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 shall make an investment in the amount of Five Hundred Thousand Dollars (\$500,000.00) (the "Manager's Investment") for mutually agreed upon improvements to the Food and Beverage Areas, which amount shall be amortized over the Term hereof, and any unamortized portion shall be refunded to Manager prior to the termination of this Agreement for any reason as provided herein.

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, 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 limited liability company under the laws of the State of Delaware, and that it is duly qualified to do business in the State of California;

(ii) that it has the full right, power and authority to grant the exclusive right to manage the food and beverage concessions throughout the entire Ballpark, 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 limited liability company agreement;

(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 corporate action to obtain such authorization and that no consent of, or notice to, any other individual, private entity (including, but not limited to, the City of Fresno, the League), 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 Owner has full right, power and authority to execute this Agreement and to bind Owner to the terms hereof; and

(viii) that in Owner's future contracts with all suiteholders, it will require all suiteholders, guests and invitees that drink alcohol to drink responsibly and such contracts do and will 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.

(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 liability company under the laws of the State of Illinois, and that it is duly qualified to do business in the State of California;

(ii) 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 limited liability company 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;

(iii) 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;

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

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

2. Management Services.

(a) Food Service Facilities. Owner hereby retains Manager to operate and manage, on an exclusive basis, the entire food and beverage service operations (collectively, the "Operations") of, for and to the Food and Beverage Areas for all events held or conducted in the Ballpark during the Term (as that term is defined below), including but not limited to, all of the Team's home games and all catering throughout the Ballpark. In order to provide the services required of Manager hereunder, Manager shall also have the exclusive right and license to use all food preparation facilities located at the Ballpark, including without limitation, the kitchens, pantry areas and other areas of the Ballpark 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 "Foodservice Facilities." In addition, Manager shall have the exclusive 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 Foodservice Facilities. In order to enable Manager to fulfill its responsibilities under this Agreement, Owner hereby grants Manager the exclusive right and license to use all of the Foodservice Facilities without hindrance or disturbance from Owner. In order to control the quality of the products and services sold at the Ballpark, to ensure the safety of the patrons and to protect Manager's exercise of the exclusive rights granted hereunder, Owner will prevent any other entities or individuals from (i) utilizing all or any portion of the Foodservice Facilities, and (ii) selling, anywhere in the Foodservice Facilities, any Food and Beverage Items (as that term is defined below). 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 Ballpark unless mutually agreed upon by Owner and Manager.

(c) 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 Foodservice 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, candy and confections, but only to the extent that any of the foregoing may now or hereafter be legally sold at the Ballpark, in accordance with applicable laws, ordinances, rules and regulations. As a part of the Owner's "Fresh from the 559" or "Fresh from Fresno" campaign, Manager shall use commercially reasonable efforts to procure, to the extent practicable, goods and services that are either produced or made available in Fresno County, further, in the case where those goods and services may be procured from outside Fresno County at a lower price, Manager will notify Owner who may choose to purchase the more expensive items so the purchases remain with a Fresno County company;

(iii) Establishment and, from time to time, review and/or modification of such 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, (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, and (C) at a minimum, Manager may increase the price of Food and Beverage Items annually based on the greater of the increase in the Consumer Price Index or the Employment Cost Index (as those terms are hereafter defined);

provided, however, that Owner and Manager may mutually agree on unique special price adjustments including special pricing for promotional events or promotional Food and Beverage Items that are not subject to adjustment by the Consumer Price Index or Employment Cost Index. For purposes hereof, "Consumer Price Index" shall mean the Consumer Price Index for San Francisco-Oakland-San Jose, CA -- Urban Wage Earners and Clerical Workers (all items) (1982-84=100) (Revised Series) prepared by the Bureau of Labor Statistics of the United States Department of Labor for the preceding twelve (12) month period, with 2016 as the base year and "Employment Cost Index" shall mean the Employment Cost Index for Total Compensation for All Civilian Workers (Index Dec 2005=100) prepared by the Bureau of Labor Statistics of the United States Department of Labor for the preceding twelve (12) month period, with 2016 as the base year. If either of such indexes shall cease to be published, the parties shall use the most comparable index published by the U.S. Government.

(iv) Arranging for the maintenance and repair of all furniture, fixtures and equipment used solely in connection with the Operations and the maintenance of the Foodservice Facilities in a clean, neat and sanitary condition that are consistent and in accordance with the ordinances set forth by the Fresno County Health Department, it being agreed that for accounting purposes, any such expenditures shall be an Expense (as that term is defined below) unless such maintenance or repair is necessary due to the sole negligence or willful misconduct of Manager, in which case, such expenditure shall be paid for by Manager. If any furniture, fixtures or equipment needs to be repaired more than twice in any Contract Year, then such item shall be replaced at Owner's expense unless otherwise agreed to by Owner and Manager;

(v) Arranging for the addition to, and replacement or modification of, any Equipment or other element of the Foodservice Facilities, the cost of which shall be borne by 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 recycling and removal of all trash from the Facilities to various centralized collection points in the Ballpark (the cost of which shall be an Expense), whereupon Owner shall be responsible, at its expense, for arranging for such recycling and trash to be properly and lawfully discarded; and

(viii) 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.

(d) 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 those terms are defined below) for the Operations. Prior to Manager taking over use of the Foodservice Facilities, Owner shall provide pest control services and have the Foodservice Facilities (including without limitation, all hoods and grease traps) professionally cleaned.

(e) Design Services. It is expressly understood and agreed that, unless Owner and Manager otherwise agree in a separate written agreement, Manager shall have no responsibilities with respect to any aspect of the Ballpark other than the (i) consultation services with respect to the design, development and construction of the Food and Beverage Areas and (ii) management of the operations of the completed Food and Beverage Areas, all as more fully described herein. It is further expressly understood and agreed that Manager is a consultant and not a licensed architect, engineer or professional services provider and accordingly, Manager shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programming in connection with the design, development and construction of the Food and Beverage Areas, nor for the acts or omissions of any architect, engineer, professional services provider, general contractor, subcontractor, supplier, vendor or any other individual or entity performing any of the design, engineering or construction work, or for the failure of any of them to carry out the construction work in accordance with the contract documents.

3. Operating Budget. Prior to the commencement of each calendar 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, that will include budgets for (a) the funds required from Owner to operate the Foodservice Facilities in accordance with the standards established in this Agreement, and (b) any capital expenditures for replacements or upgrades (the cost of which shall be borne exclusively 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 Foodservice Facilities, which Operating Budget shall be subject to Owner's reasonable approval, provided, however, (A) Owner shall not unreasonably withhold, condition or delay such approval and (B) in the event Owner fails to deliver to Manager within thirty (30) days after submission of such proposed Operating Budget, a written approval or denial, such submitted proposed Operating Budget shall be deemed approved. The Operating Budget shall include any changes to the Operations or the Foodservice Facilities which Manager reasonably recommends and any other additions, improvements or changes to the Operations which are reasonably approved by Owner. No less than once each month, Manager shall provide Owner with a statement of income and 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.

4. Conduct of the Operations.

(a) General. Manager agrees that it will conduct the Operations diligently and in good faith. The hours and days of operation during which the Foodservice Facilities shall be open shall be proposed by Manager and reasonably approved by Owner.

(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 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 Ballpark other than the Foodservice Facilities in which Manager prepares or provides food and beverages on an exclusive basis. If the League or any change in the current law requires material changes to the alcohol policy in the Ballpark as compared to the alcohol policy in the Ballpark on the date hereof, or if the costs of Food and Beverage Items materially increase, then upon request of Manager, Owner hereby agrees to re-negotiate in good faith all business terms agreed to in this Agreement. In addition, the parties acknowledge that this Agreement is based upon Manager's ability to use not-for-profit organizations in the conduct of its Operations, and in the event Manager is unable to use such not-for-profit organizations, upon request of Manager, Owner hereby agrees to re-negotiate in good faith the financial terms in Section 10(a) and Section 11(d) with the goal of maintaining the financial deal so that it is substantially similar to the financial deal on the date hereof.

(c) Condition of the Foodservice 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 Foodservice Facilities to which Manager shall have access in the course of the performance of its obligations hereunder. Manager agrees to keep the Foodservice 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 and the Fresno County Health Department with respect thereto.

(d) Sponsorship. Manager and Owner recognize the value of securing sponsorship relationships for the Ballpark. 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 Ballpark ("Sponsorship Agreements"). 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 Ballpark 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 decides to enter into a Sponsorship

Agreement (or enters into any other relationship) that increases the costs that Manager incurs, then Owner shall fully reimburse Manager for such cost increases. 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 benefit from, 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 (as compared to the Manager's pricing for comparable items of similar size 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.

5. Sale and Delivery of Food and Beverage Items. Manager covenants that it shall use commercially reasonable efforts to have available for sale in the Foodservice Facilities sufficient quantities and varieties of Food and Beverage Items and to provide sufficient trained personnel to conduct the Operations. 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 Ballpark reasonably designated by Owner.

6. Employees and Agents.

(a) Conduct and Supervision of Employees and Agents. Manager agrees that it shall hire, train, supervise and regulate all persons employed by it in the conduct of the Operations 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 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.

(b) Cooperation with Other Employees. Manager agrees to direct its employees to reasonably cooperate in the use of the Ballpark's facilities which are common to the Foodservice Facilities and to other operations at the Ballpark. 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 Ballpark.

(c) Hiring and Employment Practices. Manager agrees that in the conduct of the Operations it will not intentionally 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 use commercially reasonable efforts to utilize the Fresno Regional Workforce Development Board and any other employment hiring services provided by the City of Fresno, including but not limited to, notifying the City of Fresno when full-time, part-time, or seasonal jobs may be available for the servicing of this Agreement. Upon Owner's reasonable request, Manager shall make accommodations to develop and implement a food services internship program that will allow for local high school and/or college students to participate in the operations and coordination of the food services operation at the Ballpark. Any expenses associated with such program shall be deemed as an Expense as defined herein.

(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 Foodservice 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. All of the costs, expenses and fees incurred in this regard shall be an Expense of the Operations.

7. 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 in accordance with the Operating Budget 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 or the owner of the Ballpark shall, at its sole cost and expense, maintain all other licenses and permits which may be required for the operation of the Ballpark. At all times, Owner shall comply with, and Owner shall use commercially reasonable best efforts to cause the owner of the Ballpark to comply with, the restrictions, rules and conditions of all such licenses and permits. Notwithstanding anything contained in this Agreement to the contrary, Manager shall be solely responsible for the determination of brands, quantities, pricing, shelving and display for sale of any and all alcoholic beverages that Manager may buy or sell at the Ballpark. Nothing contained in this Agreement is intended in any way to diminish Manager's discretion and responsibility relating to the service of

alcoholic beverages at the Ballpark, including without limitation, Manager's sole discretion and sole responsibility for the decision to serve or refuse service of alcoholic beverages to any individual. Manager acknowledges and agrees that Owner and its affiliates require all retailers, distributors/wholesalers and distillers/brewers of alcoholic beverages (each an "Industry Member") that Owner and its affiliates conduct business with, including, but not limited to, Manager, to strictly comply with all local, state and federal, laws and regulations, which may be applicable to the Manager and the purchase, marketing, promotion, advertising and sale of alcoholic beverages, including, but not limited to: Title 27 of the Federal Alcohol Administration Act (Title 27 of the United States Code) and Title 27 of the Code of Federal Regulations, and other related provisions governing "intoxicating liquors" (collectively, "Alcohol Laws"). Further, Owner and its affiliates shall not conduct business with any Industry Member in violation of the Alcohol Laws, and Owner shall indemnify and hold Manager harmless as to any action or conduct which may be imputed to Manager as a result of Owner or its affiliates' actions or conduct which may give rise to any alleged violation of the same by Manager. Owner further agrees that it shall not require as a condition for the continuation of this Agreement or exercise an early termination rights or failure to renew, Manager to engage in conduct which Manager believes would be in violation of the Alcohol Laws.

8. 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 and employment taxes relating to the Operations (the "Manager Taxes"). 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 not be responsible for any taxes other than the Manager Taxes.

(b) 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. In addition, Manager agrees to deposit all cash Gross Receipts in a federally-insured depository institution. Manager shall not extend credit to any party.

(c) Replacement of Equipment and Purchase of Ancillary Items. Manager, in accordance with the provisions herein, shall be responsible for consulting with Owner, and Owner shall give its approval, with respect to the purchase of all necessary replacements to equipment and for the purchase of additional Equipment, the entire cost of which shall be borne by Owner. In addition, Manager shall consult with Owner, and Owner shall give its approval, regarding the purchase of additional Equipment, the cost of which shall be borne by Owner.

9. Use of Facilities.

(a) Access to Facilities. Access to the Foodservice 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 Ballpark shall be subject to the prior reasonable approval of Owner. Manager may use its name and logo and that of any affiliate of Manager, as well as the name and logo of the Team, Owner and the name by which the Ballpark 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 Team, Owner and the Ballpark and the services provided by Manager under this Agreement in Manager's and its affiliates' corporate stationery, brochures and similar promotional material.

(c) Parking. Owner shall provide to Manager, free of charge, up to Two Hundred (200) parking spaces, located reasonably proximate to the Ballpark and the Foodservice 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 shall install computer and data equipment necessary to communicate with Manager's home office, of which all initial and on-going costs shall be an Expense.

(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, excise, possessory, lease, personal property, and other taxes related to the Foodservice Facilities and the Operations (collectively, "Owner Taxes").

(g) Assets. All equipment and assets in the Ballpark, including such that are purchased pursuant to the Manager's Investment, shall be owned by Owner, except for computers or other proprietary items of Manager, if any.

(h) Discounts. Manager will offer Owner and Manager's employees food and beverage services at a preferred staff rate set by Owner and Manager jointly. Separately, any discounting to consumers that is contemplated by Owner must be approved by Manager, with such approval not unreasonably withheld. Manager agrees to conduct concession promotions involving discounts or any other traditional or acceptable Minor League Sports food promotions, as defined by the industry, at the request of the Owner.

10. (a) Overhead Reimbursement. In addition to its share of Net Receipts as described below, as reimbursement to Manager for providing the management services described in this Agreement, Manager shall be reimbursed, and shall retain Four Percent (4%) of the first Three Million Dollars (\$3,000,000.00) of Gross Receipts generated in the Food and Beverage Areas during each Contract Year (the "Overhead Reimbursement"). The Overhead Reimbursement shall be reimbursed to, and retained by, Manager on a month-by-month basis, based on sales for the prior month, throughout the duration of the Term. In the event that Gross Receipts in any month are insufficient to allow Manager to retain the Overhead Reimbursement, Owner shall remit the shortfall to Manager directly upon receipt of an approved monthly settlement.

(b) Manager's Investment. Manager hereby agrees to invest Five Hundred Thousand Dollars (\$500,000.00) for improvements to the Food and Beverage Areas and to generate incremental revenue at the Ballpark (the "Manager's Investment"). Manager's Investment shall be amortized on a straight line basis over the Term beginning once the Manager's Investment is made. Any unamortized portion shall be refunded to Manager as a pre-condition to the effectiveness of termination of this Agreement for any permissible reason as provided herein. Owner hereby formally acknowledges and agrees that, except for Manager's Investment, Owner shall be responsible for delivering to Manager a "turnkey" Ballpark, and paying all costs, fees and expenses incurred in connection with the development, design, construction, fixturing, equipping and finishing the Ballpark, including, but not limited to, the Foodservice Facilities (collectively, the "Owner's Investment").

11. Definition of Gross Receipts and Net Receipts; Split of Net Receipt; Expense Allocation.

(a) Definition of Gross Receipts. As used in this Agreement, the term "Gross Receipts" shall mean the total gross revenues actually collected from patrons of the Ballpark in respect of food and beverage sales by Manager, including service charges applicable to the Ballpark only, net amounts received by Manager from subcontractors, and all non-baseball catering sales (less sales taxes and gratuities); provided, however, Gross Receipts shall not include any (i) discounted sales or gratuities, (ii) any service or discount charges on credit or debit card sales, (iii), amounts not received by Manager due to cash shortages or 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.

(b) Definition of Net Receipts. As used in this Agreement, the term "Net Receipts" shall mean the Gross Receipts, minus (i) the items specifically identified elsewhere in this Agreement as being "Expenses" or reimbursable out of, or chargeable against, Gross Receipts, and (ii) the items listed below (the items listed below, together with the items referred to in clause (i) of this subparagraph (b) being hereinafter collectively referred to as the "Expenses"):

(A) The actual cost to prepare and serve all Food and Beverage Items sold in the Foodservice 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");

(B) Office and administration expenses including, but not limited to, the cost of office supplies, postage, computer software, network connections, information systems infrastructure, telephone service, accounting and reporting, together with all payroll costs, including reasonable fringe benefits, payroll taxes, employee benefits, payroll administration expenses, worker's compensation, severance payments, Operations-related legal services and costs, recruiting and relocation costs and related costs and expenses pertaining to all of Manager's and its affiliate's employees engaged in the performance of the Operations;

(C) Costs of repairs and maintenance (but not including costs incurred for additions to, or replacements or modifications of) any element of the Foodservice Facilities;

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

(E) Insurance costs incurred by Manager in connection with providing the insurance required pursuant to this Agreement;

(F) Any amounts paid by Manager in respect of claims relating to the Operations ("Deductibles Payments"), which claims would have been covered under the insurance policies approved by Owner but for the deductibles under such policies, whether such Deductibles Payments occur during or after the Term;

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

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

(I) All pre-opening expenses generated in connection with the opening of the Food and Beverage Areas, including, but not limited to, all of the costs, expenses and fees incurred (i) to procure all required licenses and permits to conduct the Operations, (ii) if applicable, to establish and document the relationship between Manager and any union(s) representing the employees that will work in the Foodservice Facilities, (iii) to recruit, hire, relocate and train employees prior to opening, (iv) to market and promote the Food and Beverage Areas prior to the actual opening of the Ballpark, it being understood and agreed that marketing and promotional expenses include, but shall not necessarily be limited to, pre-opening promotional or training events or parties, and (v) all travel

and other reasonable out of pocket expenses to prepare the Operations for opening;

(J) Reasonable reserves to cover anticipated funding or cash requirements established by Manager and approved by Owner, in Owner's reasonable discretion;

(K) 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

(L) Any other costs actually and reasonably incurred by Manager in connection with the Operations.

(c) Operating Deficits. 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 (i.e. the amounts by which Expenses for any period exceed Gross Receipts for such period), 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 Ballpark or any portion thereof.

(d) Split of Net Receipts. Owner and Manager hereby acknowledge and agree that Net Receipts from the Operations shall be split on the following basis: Ninety Two Percent (92%) to Owner, and Eight Percent (8%) to Manager.

(e) Accountings. (i) Within thirty (30) days following the last day of each month during the Term, Manager shall provide Owner with an accounting (the "Interim Accounting"), setting forth the calculation of Gross Receipts and Net Receipts, together with a payment of all Net Receipts (or, in the event that a deficiency exists, a statement of the required funding from Owner), if any, due with respect to such month, and (ii) within sixty (60) days following the conclusion of each calendar year during the Term, Manager shall provide Owner with a complete accounting (the "Final Accounting"), setting forth the calculation of Gross Receipts and Net Receipts from the Food and Beverage Areas during such calendar year, in each case in accordance with a format that shall be mutually and reasonably agreed upon by Owner and Manager. Manager shall be entitled to reduce any amount payable to Owner by any amounts owed by Owner to Manager, excluding those funds owed in connection with Manager's Investment. At any time during the Term, and for a period of one (1) calendar year thereafter but no more than once in any calendar year Owner and its designated representatives shall have the reasonable 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 pertaining to this Agreement to verify the figures contained in the most recently completed Final Accounting. 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 public accounting firm to be mutually agreed to by Owner and Manager (the "Accounting Firm"). The determination of Gross Receipts and Net Receipts 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 Net Receipts contained in the Final Accounting is inaccurate, 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 Net Receipts based upon the Accounting Firm's determinations (the "Adjusted Amount"). If the Accounting Firm determines that the computation of Gross Receipts or Net Receipts contained in the Final Accounting 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. 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.

(f) Year-End Adjustment. It is acknowledged by the parties that the payment of the Overhead Reimbursement 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 ten (10) 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.

(g) Owner's Payment to Manager. If applicable, Owner shall pay Manager for any and all amounts owed by Owner to Manager within thirty (30) days of the invoice date. If such payment is not received within sixty (60) days of the invoice date, 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 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 Net Receipts 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").

12. Scope; Duration; Termination; Default.

(a) Owner hereby grants Manager the right to be the exclusive provider of all management services for the Operations for a period of five (5) years, commencing on February 1, 2017 (the "Commencement Date") and expiring on December 31, 2021 (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, provided, that the first Contract Year shall commence on the Commencement Date and expire on the next ensuing December 31. In the event that: (i) a strike or labor dispute involving employees of Owner, and/or (ii) a lockout of League players by Owner, and/or (iii) a force majeure event or events as described in Paragraph 23, results in the Team playing less than Eighty Percent (80%) of their regular season games at the Ballpark in any given Contract Year, Manager shall have the right and option to extend the Term one (1) Contract Year for each such occurrence.

(b) Owner shall have the right to terminate this Agreement and Manager's services for all of the Operations upon the occurrence and continuation of any of the following events of default by Manager:

(i) Manager shall file a voluntary petition in bankruptcy, or shall be adjudicated 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

(ii) Manager defaults under any agreement related to debt for borrowed money, which Owner reasonably believes materially adversely affects Manager's ability to perform hereunder, which is not cured within any applicable cure period and causes all amounts owed under such agreement to be then due and payable; or

(iii) Manager materially breaches its material obligations under this Agreement and fails to cure or remedy such breach within thirty (30) days after

Manager's receipt of a Termination Notice (as defined below) or, if such breach cannot reasonably be cured within thirty (30) days, fails to commence such cure or remedy within said thirty (30) day period and fails to diligently prosecute such cure or remedy to completion as soon as is reasonably possible thereafter; or

(iv) For any reason upon written notice to Manager before October 31, 2017.

(c) In the event that all of Manager's services are terminated as provided in this Paragraph 12, Manager shall, at the request of Owner, continue to serve as manager of the Operations until a successor is selected and commences work in the Foodservice Facilities or until such earlier date as Owner shall specify; provided that Manager shall not be obligated to so continue as manager 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 shall be deemed to constitute Owner's agreement to continue the current business deal contained herein. In addition, Owner shall have two (2) options with respect to Manager's compliance with the federal Worker Adjustment and Retraining Notification Act ("WARN Act") and applicable state or local WARN Acts (collectively, the "WARN Acts"): (i) permit Manager to stay at the Foodservice Facilities as long as necessary to comply with any applicable WARN Acts; or (ii) reimburse Manager for any and all costs Manager incurs (including, but not limited to, all applicable back pay amounts owed to Manager's employees and applicable penalties) resulting from Manager's failure to provide sufficient notice required under the WARN Acts. Notwithstanding the above, Manager may unilaterally select the second option above if the termination of this Agreement is due to a default under Section 12(d) below.

(d) Manager shall have the right to terminate this Agreement upon the occurrence of any of the following events of default by Owner and upon written notice to the Owner specifying the nature of such default:

(i) Owner shall file a voluntary petition in bankruptcy, or shall be adjudicated 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

(ii) Owner defaults under any agreement related to debt for borrowed money in excess of Manager's Investment, which is not cured within any applicable cure period, and which causes all amounts owed under such agreement to be then due and payable, or, if applicable, Owner is in breach of any League debt covenants or requirements.

(iii) Owner materially breaches its material obligations under this Agreement (other than its obligation to make any payments due to Manager hereunder) and such breach is not cured within thirty (30) days after Owner's receipt of a Termination Notice (as defined below) or, if such breach cannot reasonably be cured within thirty (30) days, fails to commence such cure or remedy within said thirty (30) day period and fails to diligently prosecute such cure or remedy to completion as soon as is reasonably possible thereafter; or

(iv) Owner fails to make any payment (other than an Expense Advance) due to Manager hereunder within 15 days of after notice from Manager that payment is past due; or

(v) Owner fails to make any Expense Advance within five (5) business days after notice from Manager that payment is past due; or

(vi) (a) Owner exercises its right to move the Team or otherwise publicly announces it will no longer play all of Team's home League games at the Ballpark at some point in the future, (b) it is publicly announced by the League or otherwise that the Team will cease to be a member of the League, (c) the Team is not in compliance with all League financial requirements, or (d) Owner sells or no longer controls the controlling interest in the Team, to the extent this subsection (vi)(d) is not in full compliance with Section 24 below.

(e) In the event that, for any reason, this Agreement is terminated, Owner hereby agrees, as a condition precedent to such termination, to pay Manager, in a single lump sum payment (i) the unamortized value of Manager's Investment plus, (ii) any other amounts owed to Manager, and (iii) an amount equal to the cost of Manager for all food, beverage, and supply inventory on hand. The parties hereby agree that there shall be no early termination of this Agreement except as permitted in Sections 12(b) and 12(d). 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, provided that nothing in this sentence shall limit Manager's right to recover the Manager's Investment.

(f) Owner hereby expressly agrees that, during the Term (including any extensions thereof) and for a period of twenty four (24) months following either the expiration or earlier termination of this Agreement, none of Owner, the owner of the Ballpark, any other food or beverage service operator or concessionaire providing food and beverages in, to or for any areas of the Ballpark, nor any of their respective affiliates, related entities or individuals shall directly or indirectly solicit, hire, offer to hire or employ current salaried or management-level employee of Manager or its affiliates (including, but not limited to, Manager's current director of operations, chefs, sous chefs and the managers of the various areas of the Foodservice Facilities) to work in or in connection with the Ballpark or the Foodservice 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 twenty four (24) months following either the expiration or earlier termination of this Agreement, none of Manager nor any of its affiliates shall directly or indirectly solicit, hire, offer to hire or employ any former or current salaried or management-level employee 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. Any public announcements made upon the expiration or earlier termination of this Agreement shall be reasonably agreed upon in advance by Owner and Manager.

(g) If either party (the "Non-Breaching Party") in good faith believes that the other party has materially breached this Agreement, then it shall provide written notice of the breach to the other party specifying in detail the nature of the breach (the "Preliminary Notice"). Promptly after receipt of the Preliminary Notice, the President of Owner and the Director of Operations of Manager shall meet in person to discuss the claims and possible resolutions. If the dispute is not resolved after this meeting, then the Non-Breaching Party may submit a written notice to the other party indicating it intends to terminate the Agreement as a result of the other party's breach unless the specified breach is cured (the "Termination Notice"); provided that a party may not deliver a Termination Notice at any time it is in breach or default of this Agreement.

13. Indemnity.

(a) To the fullest extent permitted by law, Manager hereby indemnifies, defends, protects and forever holds Owner and the City of Fresno, and their respective shareholders, officers, directors, partners, members, employees, agents and representatives (collectively, the "Owner's Indemnitees") harmless from and against any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings, judgments, awards, costs and expenses (including reasonable attorneys' fees, paraprofessional fees and court-related costs), such indemnity covering, but not being

limited to, business interruption claims, bodily injury, sickness, disease, death or injury to or destruction of tangible property, but in all events, except as expressly provided below, only to the extent arising out of the gross negligence or any willful misconduct, omission or breach of its obligations under this Agreement by Manager or by any of its officers, directors, agents or employees, in connection with this Agreement or Manager's performance of its duties or authority hereunder. The indemnification obligation contained in this Paragraph 13(a) shall expressly include, but will not be limited to, damage which occurs as a result of the consumption of Food and Beverage Items sold by Manager at the Ballpark. Notwithstanding the foregoing, this Paragraph 13(a) does not require Manager to indemnify, defend, protect or hold Owner or Owner's Indemnitees harmless for claims, demands, losses, liabilities, actions, lawsuits or other proceedings, judgments, awards, costs and expenses resulting from (i) the willful or negligent acts or omissions of Owner or any of Owner's Indemnitees or any contractors hired or retained by any of them, (ii) the willful or negligent acts or omissions of the Ballpark's construction contractor, any construction subcontractors, the Ballpark architect or any other persons involved in the design, construction, renovation or modification of the Ballpark (including, but not limited to, the Foodservice Facilities), or (iii) any damages, claims or liabilities resulting from any part of the Ballpark other than the Foodservice Facilities. If any action or proceeding (including any governmental investigation) shall be brought or asserted against Owner or Owner's Indemnitees, in respect of which indemnity may be sought from Manager, Owner and Owner's Indemnitees, as the case may be, shall promptly notify Manager in writing and Manager shall have the right to assume the defense thereof, including the employment of counsel reasonably satisfactory to Owner and Owner's Indemnitees, as the case may be, and the payment of all expenses. If Manager assumes the defense of such action or proceeding, any such indemnified party shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such separate counsel shall be at the expense of such indemnified party unless (A) Manager, in its sole and absolute discretion, has agreed in advance and in writing to pay such fees and expenses, or (B) Manager has failed to assume the defense of such action or proceeding or employ counsel reasonably satisfactory to the indemnified party in any such action or proceeding. Manager shall not be liable for any settlement of any such action or proceeding effected without its written consent, but if there be a final judgment for the plaintiff in any such action or proceeding, or if any such action or proceeding shall be settled and Manager shall have consented to such settlement, Manager agrees to indemnify, protect, defend and hold harmless both Owner and Owner's Indemnitees from and against any loss or liability by reason of such judgment or settlement.

(b) To the fullest extent permitted by law, Owner hereby indemnifies, defends, protects and forever holds Manager, its partners, each of its and their respective shareholders, officers, directors, partners, members, affiliates, employees, agents and representatives (collectively, the "Manager's Indemnitees") harmless, from and against any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings, judgments, awards, costs and expenses (including reasonable attorneys' fees, paraprofessional fees and court-related costs), such indemnity covering, but not limited

to, business interruption claims, bodily injury, sickness, disease, death or injury to or destruction of tangible property, but in all events, except as expressly provided below, only to the extent arising directly or indirectly, in whole or in part, out of the gross negligence or any willful misconduct or omission or breach of its obligations hereunder by Owner or by any of its officers, directors, agents or employees, in connection with this Agreement, or losses due to Owner's systems. Notwithstanding the foregoing, this Paragraph 13(b) does not require Owner to indemnify, defend, protect or hold Manager or Manager's Indemnitees harmless for claims, demands, losses, liabilities, actions, lawsuits or other proceedings, judgments, awards, costs and expenses resulting from the willful or negligent acts or omissions of Manager or any of Manager's Indemnitees. If any action or proceeding (including any governmental investigation) shall be brought or asserted against Manager or Manager's Indemnitees, in respect of which indemnity may be sought from Owner, Manager and Manager's Indemnitees, as the case may be, shall promptly notify Owner in writing, and Owner shall have the right to assume the defense thereof, including the employment of counsel reasonably satisfactory to Manager and Manager's Indemnitees, as the case may be, and the payment of all expenses. If Owner assumes the defense of such action or proceeding, any such indemnified party shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such separate counsel shall be at the expense of such indemnified party unless (i) Owner, in its sole and absolute discretion, has agreed in writing to pay such fees and expenses, or (ii) Owner has failed to assume the defense of such action or proceeding or employ counsel reasonably satisfactory to the indemnified party in any such action or proceeding. Owner shall not be liable for any settlement of any such action or proceeding effected without its written consent, but if there be a final judgment for the plaintiff in any such action or proceeding, or if any such action or proceeding shall be settled and Owner shall have consented to such settlement, Owner agrees to indemnify, protect, defend and hold harmless both Manager and Manager's Indemnitees from and against any loss or liability by reason of such judgment or settlement.

(c) Any monetary liability indemnified under subparagraph (a) or (b) above shall be reduced by the proceeds of insurance received by the indemnified party.

(d) The provisions of this Paragraph 13 shall survive the termination of this Agreement for any reason.

14. 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.

15. Ownership in Foodservice Facilities; Authority of Manager. Manager shall have no ownership rights in the Foodservice 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 Foodservice Facilities.

16. 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: (a) Manager's earnings hereunder, or (b) 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. Owner shall be responsible for all other taxes, including, without limitation, Owner Taxes.

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

18. 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.

19. Consents; Waiver. Owner and Manager hereby expressly acknowledge and agree that, unless otherwise expressly stated to the contrary in this Agreement, all of the consents and approvals that are necessary or required from either Owner or Manager hereunder shall not be unreasonably conditioned, delayed, withheld or denied. The granting of any consent or approval in any one instance by or on behalf of either Owner or Manager shall not be construed to waive or limit the need for such consent in any other or subsequent instance. No waiver, express or implied, by either Owner or Manager to or of any breach or default by the other party in the performance by the other of its obligations hereunder shall be valid unless in writing, and no such waiver shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

20. 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.

21. Governing Law and Jurisdiction. This Agreement shall be governed by, construed and enforced, in accordance with the laws of the State of California without regard to conflict of law principles.

22. Time of Essence. Subject only to the provisions of Paragraph 23 below, time is of the essence in the performance of this Agreement.

23. Force Majeure. A delay in or failure of performance by Owner or Manager shall not constitute a default, nor shall Owner or Manager be held liable for loss or damage, if and to the extent that such delay, failure, loss or damage is caused by occurrences beyond the reasonable control of such party, and its agents, employees, contractors, subcontractors and consultants,

including, but not limited to acts of God or the public enemy, expropriation or confiscation of facilities, compliance with any order or request of any governmental authority or person purporting to act therefor, acts of declared or undeclared war, weapon of war employing atomic fission or radioactive force, whether in the time of peace or war, public disorders, rebellion, sabotage, revolution, earthquakes, tornadoes, floods, riots, strikes, labor or employment difficulties, delays in transportation, 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, or any other causes, whether direct or indirect, and whether or not of the same class or kind as those specifically above named, not within the reasonable control of such party, or its agent, employees, contractors, subcontractors and consultants, and which by the exercise of reasonable diligence said party is unable to prevent. Neither Owner nor Manager shall be entitled to the benefits of this Paragraph 23 unless it gives reasonably prompt written notice to the other of the existence of any event, occurrence or condition which it believes permits a delay in the performance of its obligations pursuant to this Paragraph 23; provided, however, if the other party is already aware of such event causing the Force Majeure, no such written notice shall be required.

24. Assignment and Subcontracts. Manager shall have no right, power, or authority to assign this Agreement without the prior written approval of Owner, which approval shall not be unreasonably withheld, conditioned or delayed; 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 Team 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 Ballpark, 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. Other than for Force Majeure, if Owner unilaterally decides to move the Team so that they no longer play their home games in the Ballpark, then this Agreement shall continue to be binding on the Team, the Owner, and each of its successors and assigns, if any. Owner shall use its best efforts to obtain a commitment or undertaking, in form and substance reasonably acceptable to Manager, from every person, firm, corporation governmental or quasi-governmental entity that holds a lien or encumbrance affecting the Ballpark, stating that such person, firm or corporation shall not disturb Manager in its possession of the Foodservice Facilities and conduct of the Operations and will recognize and be subject to the rights granted to Manager under this Agreement and Manager hereby agrees to agree to such reasonable attornment provisions as such person, firm or corporation may reasonably request.

25. 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.

26. 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.

27. 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.

28. 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: Chris Cummings
President/Managing Partner
Fresno Baseball Club, LLC
1800 Tulare Street
Fresno, CA 93721

With a copy to: John C. Ganahl, Esq.
Dowling Aaron Incorporated
8080 N. Palm Ave.
Third Floor
Fresno, CA 93711

With a copy to: City of Fresno
% City Manager's Office
2600 Fresno Street
Fresno, CA 93721

If to Manager: Tom Dickson
Chief Executive Officer
Professional Sports Catering, LLC
980 North Michigan Avenue
Suite 500
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
Ballpark

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.

29. 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 or earlier termination of this Agreement or (b) Manager's request.

(v) Owner and Manager hereby expressly acknowledge and agree that the terms and provisions of this Paragraph 29 shall survive the expiration or earlier termination of this Agreement.

(vi) 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.

(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. Each party shall indemnify, defend and hold harmless the other party from all claims, liabilities, damages and costs (including reasonable attorneys' fees) to the extent caused by the indemnifying party's failure to comply with its obligations in this Section 29.

30. Security. Owner shall be exclusively responsible for providing adequate security throughout the entire Ballpark, including the Foodservice 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 Foodservice Facilities as necessary.

31. Insurance.

(a) Manager Required Insurance. Throughout the Term of this Agreement (including any extensions thereof), Manager shall provide and maintain in full force and effect the policies of insurance set forth hereinafter, which shall protect Manager from any and all claims, damage, liability, loss or expense to persons or property caused by, resulting from, arising out of or in connection with the Operations conducted by Manager pursuant to this Agreement:

(i) Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence and \$5,000,000 in the aggregate. The each occurrence limit and annual aggregate limit may be satisfied by using a combination of primary and umbrella (excess) insurance coverages. Such insurance shall include coverage for products-completed operations liability, personal injury, property damage and bodily injury liability;

(ii) Liquor Liability insurance with limits not less than \$1,000,000 each common cause and \$5,000,000 in the aggregate. The each common cause limit and aggregate may be satisfied by using a combination of primary and umbrella (excess) insurance coverages.

(iii) Automobile Liability insurance covering liability arising out of Manager's use of Manager's vehicles, whether owned by Manager, non-owned, leased, hired or borrowed, with limits not less than \$1,000,000 combined single limit each accident for bodily injury and property damage;

(iv) Workers' Compensation insurance covering all of Manager's employees who are engaged in furnishing the Services under this Agreement. Such insurance shall provide coverage and limits as required by statutory law, including Employer's Liability coverage with limits not less than \$500,000 each accident, \$500,000 disease-each employee and \$500,000 disease-policy limit;

(v) Manager Additional Insureds. Owner and the City of Fresno shall be named as an additional insured on the General Liability, Liquor Liability and Automobile Liability policies.

(b) Owner Required Insurance. Throughout the Term of this Agreement (including any extensions thereof), Owner shall provide and maintain in full force and effect the policies of insurance set forth hereinafter, which shall protect Owner from any and all claims, damage, liability, loss or expense to persons or property caused by, resulting from, arising out of or in connection with the Operations conducted by Manager pursuant to this Agreement:

(i) Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence and \$5,000,000 in the aggregate. The each occurrence limit and annual aggregate limit may be satisfied by using a combination of primary and umbrella (excess) insurance coverages. Such

insurance shall include coverage for products-completed operations liability, personal injury, property damage and bodily injury liability;

(ii) Automobile Liability insurance covering liability arising out of Owner's use, operation and/or maintenance of any auto, whether owned, non-owned, leased, hired or borrowed, with limits not less than \$1,000,000 combined single limit each accident for bodily injury and property damage;

(iii) Workers' Compensation insurance covering all of Owner's employees who are engaged in furnishing the Services under this Agreement. Such insurance shall provide coverage and limits as required by statutory law, including Employer's Liability coverage with limits not less than \$500,000 each accident, \$500,000 disease-each employee and \$500,000 disease-policy limit;

(iv) 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 for one hundred percent (100%) of the replacement value of such assets. Owner hereby releases Manager from any and all liability and responsibility to Owner, or anyone claiming through and under Owner by way of subrogation or otherwise, for any loss, damage or injury to the property of Owner or its employees caused by fire or other peril, even if such fire or other peril shall have been caused by the fault of Manager or anyone for whom Manager may be responsible.

(v) Owner Additional Insureds. Manager shall be named as an additional insured on the General Liability and Automobile Liability policies.

(c) General Insurance Provisions. All such insurance required above shall be written by insurance companies qualified to do business in the State with an A.M. Best Company rating of A-VII or better in the latest edition of Best's Insurance Guide and Key Ratings. Owner shall bear all costs of all deductibles for their respective insurance policies and shall remain solely and fully liable for the full amount of any claim, damage, liability, loss or expense not compensated by insurance. Deductibles for Manager's insurance policies required hereunder shall be an Expense. Upon execution of this agreement and for each insurance renewal thereafter, Manager and Owner shall respectively provide each other with a certificate(s) of insurance certifying that the appropriate insurance coverages are in place to meet the insurance requirements as set forth above.

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

FRESNO BASEBALL CLUB, LLC,
a Delaware limited liability company

By: _____
Its: _____

PROFESSIONAL SPORTS CATERING, LLC,
an Illinois limited liability company

By: _____
Its: _____

CONSENT AND APPROVAL

The City of Fresno (the "City") as owner of the Ballpark, hereby consents to, approves, acknowledges and agrees to all of the terms and provisions of this Agreement. Moreover, so long as Manager continues to perform its obligations pursuant to this Agreement, the City hereby agrees not to interfere, disrupt, hinder or adversely affect Manager's (i) quiet enjoyment of the Foodservice Facilities, or (ii) rights, benefits and entitlements created under this Agreement. By executing this Consent and Approval, the party signing formally confirms that he/she has full right, power and authority to execute this Consent and Approval and bind the City as provided herein.

Date: _____, 2017

THE CITY OF FRESNO

By: _____
Name: _____
Its: _____

EXHIBITS "A" & "B"

FOOD AND BEVERAGE AREAS/FACILITIES

Home Run Alley

Gate 6

Sec. 101

Gate 5

Upper Lot

Gate 4

Lower Lot

Inyo Terrace

Gate 3

Inyo Plaza

102

103

104

105

106

107

108

109

110

111

112

113

114

115

116

117

118

119

120

121

122

123

124

125

126

126

127

128

129

130

C6

C5

C4

Gate 2

Tean Store

Tickets

VIP

Ticket Office

Tulare Plaza

Gate 1

C3

Gate 7

C1

C2

Tecate Cantina

H Street

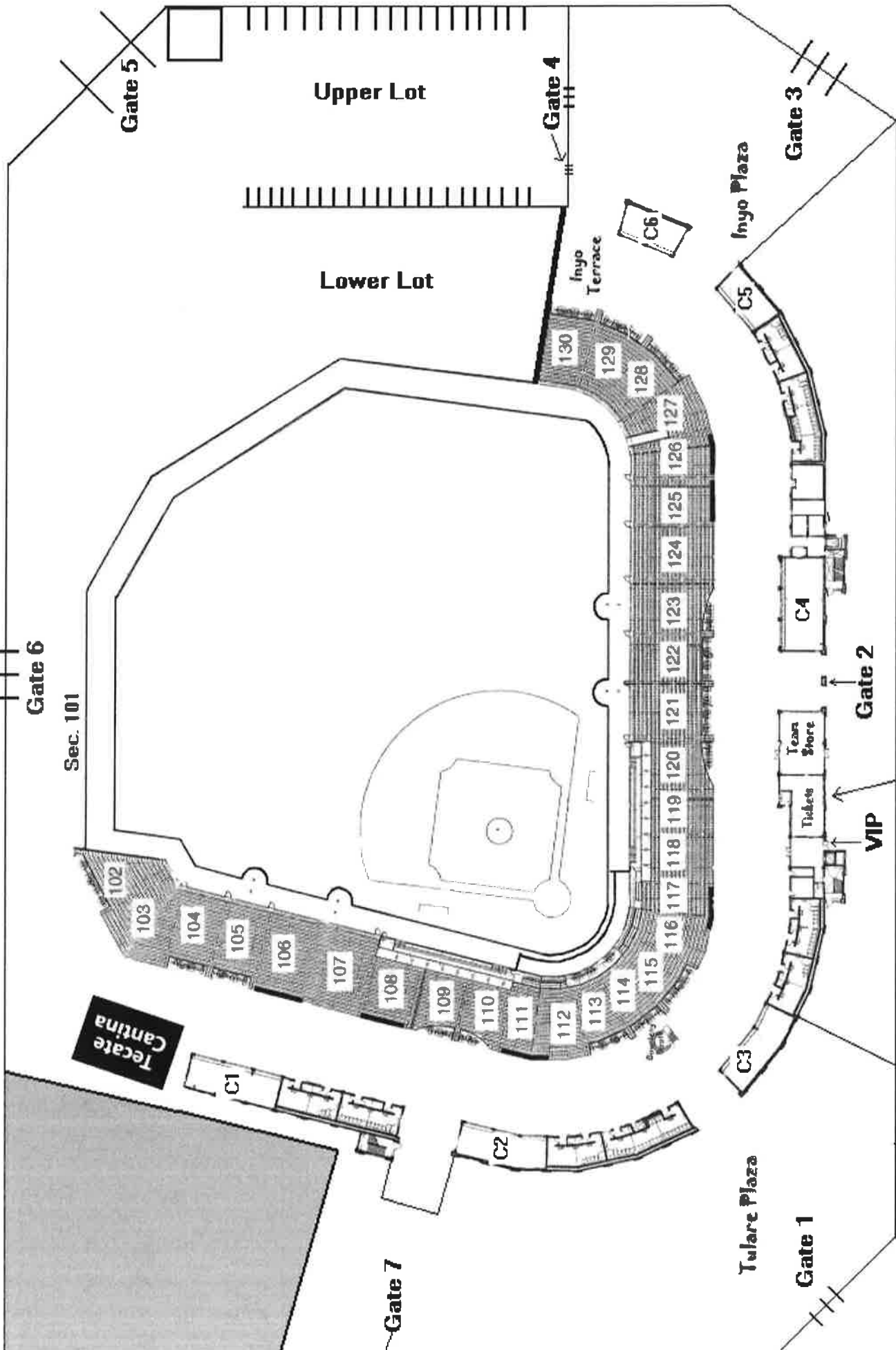


EXHIBIT "C"

EQUIPMENT

MAIN LEVEL CONCESSION #1 FOODSERVICE EQUIPMENT SCHEDULE

COL #	PLAN REF. #	QTY.	DESCRIPTION	ASSET #
1	1.13	1	ROLL-IN REFRIGERATOR, TWO SECTION	57275
2	1.17	1	REFRIGERATED BASE	57294
3	1.21	2	FREEZER BASE	57276, 57277
4	1.32	1	TOPPING REFR.	57282
5	1.42	2	SOFT SERVE MACHINE	57281, 57286
6	1.5	1	WALK-IN COOLER (2.06.03)	57305
7	2.03	1	WORK TABLE, 36 X 30	57283
8	2.05	2	WORK TABLE, 48 X 30	57291, 57300
9	2.08	2	WORK TABLE, 84 X 30	57290, 57297
10	2.14	2	WORK TABLE, 60 X 24	57304
11	2.69	2	ROLL-IN CART	57307
12	2.71	1	WALL SHELF, 60"	57306
13	2.87	1	WALL SHELF WITH UTENSIL RACK, 96"	57317
14	2.93	1	MOBILE CART	57318
15	3.13	1	FRY BASKET RACK	57308
16	3.14	1	FRENCH FRY SLICER	57311
17	4.36	1	FRYER BATTERY, FOUR FRYERS AND DUMP	57309
18	4.38	1	DUMP STATION, 27"	57310
19	4.44	1	POPCORN MAKER	57287
20	4.47	2	ROLL-A-GRILL	57278, 57279
21	5.01	1	EXHAUST VENTILATOR (2.06.03)	57313
22	5.08	1	FIRE SUPPRESSION SYSTEM (CABINET)	57313
23	6.01	6	DRAWER WARMER	57284, 57285, 57288, 57292, 57299, 57301
24	6.03	2	BUN WARMER	57280
25	6.19	3	BUFFET WARMER, 48"	57289, 57295, 57296
26	6.33	2	PRETZEL DISPLAY CABINET	57293, 57298
27	7.2	1	THREE COMPARTMENT SINK FAUCET (9")	57312
28	7.21	1	THREE COMPARTMENT SINK FAUCET (14")	57315
29	8.47	1	ICE BIN, 1300#	57319
30	8.53	1	ICE BIN, 1200#	57319?
31	9.08	2	AIR CURTAIN, 36"	57302, 57303
32	9.09	1	AIR CURTAIN, 48"	57314

57316**

MAIN LEVEL CONCESSION #2 FOODSERVICE EQUIPMENT SCHEDULE

COL #	PLAN REF. #	QTY.	DESCRIPTION	ASSET #
1	1.05	1	REFRIGERATOR 2-SECTION	57337
2	1.03	1	FRZR. 3-SECTION	57326
3	1.18	2	REFRIGERATED BASE	57324, 57342, 57354
4	1.51	1	WALK-IN COOLER (2.14.03)	57339
5	2.02	1	WORK TABLE, 24 X 36	57338
6	2.03	1	WORK TABLE, 36 X 30	57341
7	2.05	1	WORK TABLE, 48 X 30	57353
8	2.07	3	WORK TABLE, 72 X 30	57322, 57323, 57333
9	2.23	2	WORK TABLE WITH PAN SLIDES, 96 X 30	57350, 57360
10	2.46	1	SHELVING, 4-TIER, SEALED 21 X 36	?
11	2.58	1	SHELBING, 5-TIER, 21 X 36	?
12	2.72	3	WALL SHELF, 72"	57334, 57335, 57336
13	2.87	1	WALL SHELF WITH UTENSIL RACK, 96"	57328
14	4.29	1	1/2 SIZED CONV. OVEN AND STEAMER COMBO	57332
15	4.44	1	POPCORN MAKER	57325
16	6.01	6	DRAWER WARMER	57364, 57363, 57352, 57340, 57344, 57355
17	6.03	3	BUN WARMER	57330, 57346, 57358
18	6.04	3	ROLLER GRILL/WARMER STAND	57329, 57345, 57357
19	6.09	3	COUNTER TOP WARMER/COOKER	57342, 57348, 57356
20	6.19	2	BUFFET WARMER	57351, 57362
21	6.33	2	PRETZEL DISPLAY CABINET	57349, 57361
22	7.08	1	THREE COMPARTMENT SINK, 104"	57327
23	7.21	1	THREE COMPARTMENT FAUCET (14")	57327
24	8.13	4	CUSTOM KEG RACKS	57365, 57366
25	8.47	1	ICE BIN, 1300#	57321
26	8.53	1	ICE CUBER, 1200#	57321
27	9.09	1	AIR CURTAIN, 42" ROLLING CART	57320

MAIN LEVEL CONCESSION #3 FOODSERVICE EQUIPMENT SCHEDULE

COL #	PLAN REF. #	QTY.	DESCRIPTION	ASSET #
1	1.02	1	FRZR 2-SECTION	57103
2	1.04	1	REF. 1-SECTION	57393
3	1.17	2	REFRIGERATED BASE	57201, 57202
4	1.24	1	PREP TABLE, 67"	57394
5	1.28	1	REFRIGERATED EQUIPMENT STAND, 72"	57108
6	1.52	1	WALK-IN COOLER	57113
7	1.6	1	1 HP MED-TEMP REFRIGERATOR SYSTEM	57113
8	2.06	3	WORK TABLE, 60 X 30	57369, 57375, 57376, 57380
9	2.07	3	WORK TABLE, 72 X 30	57384, 57385
10	2.08	1	WORK TABLE, 84 X 30	57372
11	2.27	1	MOBILE WORK TABLE, 72 X 30	57396
12	2.68	2	SHEET PAN RACK	57398, 57399
13	4.02	1	PIZZA CONVEYOR OVEN, GAS, BOUBLE STACK	57395
14	4.32	1	GRIDDLE, 36"	57106
15	4.34	1	CHAR-BLOILER, 30"	57107
16	4.37	1	FRYER BATTERY, TWO FRYERS AND DUMP	57104
17	5.02	1	EXHAUST VENTILATOR GRILL (2.24.02)	57105
18	5.03	1	EXHAUST VENTILATOR PZZA (2.24.02)	57400
19	6.01	6	DRAWER WARMER	57381, 57367, 57371, 57377, 57383, 57391
20	6.08	1	HUMIDIFIED HOT FOOD CABINET	57397
21	6.09	1	COUNTER TOP WARMER/COOKER	57382
22	6.18	3	BUFFET WARMER, 36"	57368, 57374, 57378
23	6.22	2	SANDWICH SLIDE, 45"	57373, 57374
24	6.46	5	PIZZA WARMER	57386, 57387, 57388, 57389, 57390
25	7.08	1	THREE COMPARTMENT SINK, 104"	57101
26	7.21	1	THREE COMPARTMENT SINK FAUCET (14")	57101
27	8.13	4	CUSTOM KEG RACKS	57114, 57115
28	8.47	1	ICE BIN, 1300#	57112
29	8.53	1	ICE CUBER, 1200#	57112
30	9.08	2	AIR CURTAIN, 36"	57111, 57110
31	9.09	1	AIR CURTAIN, 42"	57370
32	9.14	2	SERVICE WINDOW AIR CURTAIN, 36"	57392, 57109

MAIN LEVEL CONCESSION #4 FOODSERVICE EQUIPMENT SCHEDULE

COL #	PLAN REF. #	QTY.	DESCRIPTION	ASSET #
1	1.02	1	FRZR 2-SECTION	57263
2	1.05	2	REF. 2-SECTION	57239, 57240
3	1.17	2	REFRIGERATED BASE	57252, 57253
4	1.19	1	REFRIGERATED BASE	57241
5	1.29	1	REFRIGERATED EQUIPMENT STAND, 105"	57259
6	1.44	1	TACO TABLE	57249
7	1.47	1	DISPLAY CASE REFRIGERATOR	57254
8	1.53	1	WALK-IN COOLER/FREEZER WITH FLOOR (2.39.02)	57261
9	2.03	4	WORK TABLE, 36 X 30	57245, 57246, 57247, 57248
10	2.05	3	WORK TABLE, 48 X 30	57242, 57243, 57244
11	2.06	1	WORK TABLE, 60 X 30	57251
12	2.87	1	WALL SHELF WITH UTENSIL RACK, 96"	57266
13	4.29	1	1/2 SIZED CONV OVEN AND STEAMER COMBO	57262
14	4.31	1	GRIDDLE, 48"	57258
15	4.34	1	CHAR-BROILER, 30"	57257
16	4.37	1	FRYER BATTERY, TWO FRYERS AND DUMP	57260
17	5.04	1	EXHAUST VENTILATOR (2.39.02)	57264
18	6.28	3	WARMING LIGHT, STRIP, 48"	57269, 57270, 57271
19	6.38	1	2-WELL HOT FOOD TABLE	57250
20	6.52	3	REFRIGERATED COLD PAN, DROP IN, TWO PAN	57269, 57270, 57271
21	6.56	2	HORS D'OEUVRES WARMER, 22"	57272, 57273
22	7.08	1	THREE COMPARTMENT SINK, 104"	57205
23	8.13	1	CUSTOM KEG RACKS	57274
24	8.53	1	ICE CUBER, 1200#	57237
25	9.08	2	AIR CURTAIN, 36"	57264, 57268
26	9.09	1	AIR CURTAIN, 42"	57238
27	9.14	2	SERVICE WINDOW AIR CURTAIN, 36"	57255, 57256
28	9.16	3	SNEEZEGUARD, CUSTOM	57269, 57270, 57271

MAIN LEVEL VENDOR ROOM FOODSERVICE EQUIPMENT SCHEDULE

<u>COL #</u>	<u>PLAN REF. #</u>	<u>QTY.</u>	<u>DESCRIPTION</u>	<u>ASSET #</u>	<u>DAMAGE</u>
1	1.02	1	FRZR. 2-SECTION	57226	
2	1.54	1	WALK-IN COOLER WITH FLOOR (2.43.02)	57227	
3	2.13	1	WORK TABLE, 48 X 24	57231	
4	2.26	1	MOBILE WORK TABLE, 60 X 30	57230	
5	2.87	1	WALL SHELF WITH UTENSIL RACK, 96"	57229	
6	4.44	1	POPCORN MAKER	57236	
7	4.47	1	ROLL-A-GRILL	57234	
8	6.03	1	BUN WARMER	57233	
9	6.04	1	ROLLER GRILL/WARMER STAND	57235	
10	6.19	1	BUFFET WARMER, 48"	57232	
11	7.08	1	THREE COMPARTMENT SINK, 104"	57228	
12	9.08	2	AIR CURTAIN, 36"	57224, 57225	

MAIN LEVEL CONCESSION #5 FOODSERVICE EQUIPMENT SCHEDULE

COL #	PLAN REF. #	QTY.	DESCRIPTION	ASSET #
1	1.16	1	BEVERAGE MERCHANDISER	57497
2	1.32	1	TOPPING REFRIGERATOR	57499
3	1.42	2	SOFT SERVE MACHINE	57500, 57203
4	1.55	1	WALK-IN COOLER WITH FLOOR	57220
5	2.03	1	WORK TABLE, 36 X 30	57209
6	2.06	2	WORK TABLE, 60 X 30	57218, 57210
7	2.07	1	WORK TABLE, 72 X 30	57211
8	2.24	1	MOBILE WORK TABLE, 36 X 30	57214
9	2.87	1	WALL SHELF WITH UTENSIL RACK, 96"	57222
10	3.01	1	SLICER	57217
11	4.29	1	1/2 SIZED CONV OVEN AND STEAMER COMBO	57216
12	4.44	1	POPCORN MAKER	57204
13	6.01	4	DRAWER WARMER	57205, 57206, 57207, 57208
14	6.08	1	HUMIDIFIED HOT FOOD CABINET	57215
15	6.18	1	BUFFET WARMER, 36"	57212
16	6.38	1	2-WELL HOT FOOD TABLE	57292
17	7.08	1	THREE COMPARTMENT SINK, 104"	57221
18	8.13	4	CUSTOM KEG RACKS	57122, 57123
19	8.47	1	ICE BIN, 1300#	57213
20	8.53	1	ICE CUBER, 1200#	57213
21	9.09	1	AIR CURTAIN, 42"	57223

MAIN LEVEL CONCESSION #6 FOODSERVICE EQUIPMENT SCHEDULE

COL #	PLAN REF. #	QTY.	DESCRIPTION	ASSET #
1	1.16	3	REFRIGERATED BASE	57409, 57410, 57411
2	1.56	1	WALK-IN COOLER WITH FLOOR	57405
3	2.01	1	WORK TABLE, 24 X 30	57421
4	2.05	1	WORK TABLE, 48 X 30	57420
5	2.06	1	WORK TABLE, 60 X 30	57419
6	2.68	1	SHEET PAN RACK	57116
7	2.87	1	WALL SHELF WITH UTENSIL RACK, 96"	57117
8	4.29	1	1/2 SIZED CONV OVEN AND STEAMER COMBO	57406
9	4.44	1	POPCORN MAKER	57412
10	4.47	2	ROLL-A-GRILL	57408, 57418
11	6.01	4	DRAWER WARMER	57413, 57414, 57415, 57416
12	6.03	2	BUN WARMER	57407, 57417
13	6.04	2	ROLLER GRILL/WARMER STAND	57118
14	6.09	2	COUNTER TOP WARMER/COOKER	57426, 57427
15	6.18	2	BUFFET WARMER, 36"	57422, 57423
16	6.33	2	PRETZEL DISPLAY CABINET	57424, 57425
17	7.08	1	THREE COMPARTMENT SINK, 104"	57404
18	8.13	4	CUSTOM KEG RACK	57119, 57120
19	8.47	1	ICE BIN, 1300#	57103
20	8.53	1	ICE CUGER, 1200#	57403
21	9.09	1	AIR CURTAIN, 42"	57121

CLUB LEVEL BAR AND BISTRO FOODSERVICE EQUIPMENT SCHEDULE

<u>COL #</u>	<u>PLAN REF. #</u>	<u>QTY.</u>	<u>DESCRIPTION</u>	<u>ASSET #</u>
1	1.17	2	REFRIGERATED BASE	57485, 57486
2	1.37	3	BACK BAR REFRIGERATOR	57489, 57490, 57491
3	4.48	1	ROLL-A-GRILL	57487
4	4.56	1	PANANI GRILL	57488
5	7.32	1	UNDERBAR HAND SINK WITH FAUCET	57492
	7.34	3	12" UNDERBAR DUMP SINK	57493, 57494, 57495

CLUB LEVEL KITCHEN FOODSERVICE EQUIPMENT SCHEDULE

<u>COL #</u>	<u>PLAN REF. #</u>	<u>QTY.</u>	<u>DESCRIPTION</u>	<u>ASSET #</u>
1	1.02	1	FRZR. 2-SECTION	57439
2	1.05	2	REF. 2-SECTION	57437, 57438
3	1.13	2	ROLL-IN REFRIGERATOR, 2-SECTION	57428, 57429
4	1.24	1	PREP TABLE, 67"	57445
5	1.49	3	MOBILE REFRIGERATOR CART	57448, 57476, 57477
6	1.57	1	WALK-IN COOLER/FREEZER WITH FLOOR (KITCHEN)	57431
7	1.6	1	1 HP MED-TEMP REFRIGERATOR SYSTEM	?
8	1.65	1	1 1/2 HP LOW-TEMP REFRIGERATOR SYSTEM	?
9	2.27	2	MOBILE WORK TABLE, 73 X 30	57458
10	2.34	1	BASE CABINET, BACKSPASH, 96"	57466
11	2.69	4	ROLL IN CART	57478, 57479, 57480
12	2.71	3	WALL SHELF, 60"	57482
13	2.72	1	WALL SHELF, 72"	57481
14	2.74	2	WALL SHELF, 96"	57483
15	2.8	2	MOBILE SLICER TABLE	57459, 57460
16	2.81	1	MOBILE MIXER TABLE	57461
17	2.82	1	CLEAN DISH TABLE	57468
18	2.83	1	SOILED DISHTABLE	57469
19	2.84	1	RACK OVERSHELF	57469
20	2.87	1	WALL SHELF WITH UTENSIL RACK, 96"	57470
21	2.88	2	DISH DOLLY	57474, 57475
22	2.91	1	OVERSHELF, 72"	57458
23	3.01	1	SLICER	57462
24	3.04	1	MIXER, 20-QUART	57464
25	3.05	1	BUFFALO CHOPPER	57463
26	4.03	1	HIGH VOLUME CONVEYOR OVEN	57447
27	4.19	1	COMBI OVEN	57451
28	4.2	1	TILTING SKILLET (30 GALLON)	57449
29	4.23	1	CONVECTION OVEN, DOUBLE	57450
30	4.27	1	SIX-BURNER RANGE WITH CONV. OVEN BASE	57456
31	4.32	1	GRIDDLE, 36"	57454

ONLY 1

ONLY 3

**

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32	4.34	1	CHAR-BROILER, 30"	57455
33	4.39	1	FRYER BATTERY, THREE FRYERS AND DUMP	57452
34	5.05	1	EXHAUST VENTILATOR (KITCHEN)	57465
35	5.06	1	CONDENSATE VENTILATOR (KITCHEN)	57467
36	6.07	1	BANQUET WARMER	57436
37	6.08	5	HUMIDIFIED HOT FOOD CABINET	57440, 57441, 57442, 57443, 57444
38	7.08	1	THREE COMPARTMENT SINK	57473
39	7.11	1	WORK TABLE WITH SINK, 60"	57453
40	7.12	1	WORK TABLE WITH SINK, 72"	57446
41	7.16	1	WORK TABLE WITH BOUBLE SINK, 96"	57457
42	7.35	1	WAREWASHING MACHINE	57471
43	7.4	1	BOOSTER WATER HEATER	57472
44	7.48	1	BEVERAGE COUNTER WITH SINK, 10'-0"	57433
45	8.11	1	BEER SYSTEM POWER PACK (1/2 HP)	57432
46	8.12	1	BEER PUMP	57432
47	8.13	2	CUSTOM KEG RACK	57484
48	8.31	1	COFFEE URN	57434
49	8.33	1	HOT WATER DISPENSER	57435
50	8.46	1	ICE BIN, 700#	57430
51	8.52	1	ICE CUBER, 800#	57430

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SUITE LEVEL PANTRY FOODSERVICE EQUIPMENT SCHEDULE

COL #	PLAN REF. #	QTY.	DESCRIPTION	ASSET #
1	1.01	1	FRZR. 1-SECTION	57131
2	1.59	1	WALK IN COOLER WITH FLOOR	57128
3	1.6	1	1 HP MED-TEMP REFRIGERATOR SYSTEM	57130
4	2.26	2	MOBILE WORK TABLE, 84 X 30	57126
5	2.87	1	WALL SHELF WITH UTENSIL RACK, 96"	57125
6	4.17	1	MCROWAVE OVEN	57132
7	7.01	1	HAND SINK, CONCESSION	57133
8	7.03	1	HAND SINK FAUCET	57134
9	7.08	1	THREE COMPARTMENT SINK, 104"	57124
10	7.21	1	THREE COMPARTMENT SIND FAUCET	57124
11	7.28	1	HAND SINK WASTE	57135
12	8.46	1	ICE BIN, 700#	57127
13	8.52	1	ICE CUBER, 800#	57127
14	9.09	1	AIR CURTAIN, 42"	57129

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