MANAGEMENT AGREEMENT

This Management Agreement ("Agreement") is made and entered into as of this 5th day of March, 2012, by and between VILLAGE OF BRIDGEVIEW, an Illinois corporation ("Client"), and SODEXO AMERICA, LLC, a Delaware limited liability company ("Sodexo"), who agree as follows:

ARTICLE I
PURPOSE OF THE AGREEMENT

1.1 Purpose of Agreement. The Client desires to retain Sodexo to exclusively manage and operate Services for Client's employees, visitors and guests at the Food and Beverage Areas located on the Premises, and Sodexo agrees to provide the Services as defined herein. In consideration of the Services and the Premises, the parties mutually agree to the terms and conditions set forth in this Agreement.

1.2 Independent Contractor. Sodexo shall be an independent contractor and shall retain control over its employees and agents. Nothing in this Agreement shall be deemed to create a partnership, agency, joint venture or landlord-tenant relationship.

ARTICLE II
DEFINITIONS

2.1 Accounting Period. Sodexo's accounting calendar ordinarily contains one five week and two four week Accounting Periods in each quarter of a year.

2.2 Charge. A fee established by Sodexo for goods or services provided by Sodexo as further defined in Section 7.4.

2.3 Concessions. Food and beverage sold from permanent or portable concession stands and bars located in the Food and Beverage Areas.

2.4 Contract Buy-In. As defined under Section 7.10.

2.5 Deficit. The excess of the total of Opening Expenses, Operating Expenses, General Support Services Allowance and Management Fee over Net Sales.

2.6 Food and Beverage Areas. The Food and Beverage Areas shall be those areas depicted on Exhibit A attached hereto.

2.7 Food Service. The preparation, service and sale of food, alcoholic and non-alcoholic beverages and such other items at the Premises as approved by the Client. Food Service shall include the following: Cafeteria, Catering and Concessions ("Services").

2.8 Gross Management Salary. The total salary earned by a salaried employee without deducting taxes or any other items.

2.9 Gross Sales. All sales of food, beverages, and services in the Food and Beverage Areas including sales taxes.

2.10 Net Sales. Gross Sales, excluding sales taxes.

2.11 Opening Expenses. As defined in Section 7.1.

2.12 Operating Expenses. As defined in Section 7.4

2.13 Premises. Client's stadium located at 7000 South Harlem Avenue, Bridgeview, Illinois 60455.

2.14 Smallwares. Dishware, glassware, flatware, utensils and similar items.

2.15 Surplus. The excess of Net Sales over the total of Opening Expenses, Operating Expenses and Management Fee.

ARTICLE III
TERM

3.1 Term and Termination.

A. The term of the Agreement is five (5) years ("Initial Term"), commencing on March 1, 2012, and shall continue thereafter, until terminated by either party as hereinafter provided.

B. Client or Sodexo shall have the right to terminate this Agreement and Sodexo's services for all of the operations herein upon the occurrence of any material breach of the provisions hereunder ("Default"), upon written notice, specifying the nature of such Default, provided, however, the defaulting party shall be permitted to cure a Default ,in the case of failure to make a payment when due within ten (10) of delivery of such notice of Default or within thirty (30) days in the case of any other Default. If such Default is not remedied within the specified period, the party giving notice shall have the right to terminate this Agreement upon expiration of such cure period. The rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.

C. Either party may terminate this Agreement, in whole or in part, at any time upon sixty (60) days' prior written notice to the other party.

D. Notwithstanding anything to the contrary contained herein, in no event shall Sodexo's right to terminate this Agreement take effect during the period of March through November of any year. Notwithstanding the foregoing, it is understood that although Sodexo's last day of operation cannot occur during the aforementioned restricted period, Sodexo shall have the right to give termination notice during such period.

3.2 Effect Of Termination.

A. Upon notice of termination of the Agreement, all outstanding amounts shall immediately become due and payable.

B. If the Agreement is terminated prior to completion of the Initial Term, Client shall reimburse Sodexo for the unamortized portion of Sodexo's Contract Buy-In relating to the Services

C. If Client terminates this Agreement and such termination is related to changes in Client's policies and practices, or service requirements (including changes in the scope of services), and Sodexo is not otherwise in default in this Agreement, then Client shall reimburse Sodexo for all costs and expenses reasonably incurred by Sodexo in terminating its management employees at the Premises because of such termination, such as , unemployment compensation, and other employee liability costs which Sodexo is legally obligated to pay and which arise out of the termination of employment of Sodexo's management employees at the Premises. Notwithstanding the forgoing, Client's responsibility for such costs shall be limited to costs approved by Client and the time such manager provided Services at the Premises on a full time basis.

ARTICLE IV
SERVICES TO BE PERFORMED

4.1 Service and Locations. Sodexo shall provide Food Services at the Food and Beverage Areas in the Premises and at such other locations as Sodexo and Client shall agree.

4.2 Standard Meal Hours. Sodexo shall provide Food Services at such times as mutually agreed upon by the parties.

4.3 Prices. The prices charged by Sodexo for food and other products served by Sodexo shall be reasonable and competitive with prices charged in comparable establishments in the geographic area of the Premises for comparable products, similarly prepared and of like quality and portion and adjusted pursuant to mutual agreement of the parties, except that Client shall have the right of final decision regarding pricing.

4.4 Catering. In addition to regularly scheduled meals, Sodexo shall on an exclusive basis, upon timely request, provide food service for meetings, conferences, dinners, parties and other functions ("Catering"). Notwithstanding the forgoing, catering exclusivity shall not extend to Client's staff "order in" type meals, pizza parties and the like or for small items such as cookie trays, bagels, etc. and for such other minor and/or non-profit events held at the Stadium.

In the event this Agreement is terminated, Client shall fulfill, or shall cause the successor contractor to fulfill, Sodexo's obligations under any contracts with a third party for Catering and for services engaged by Sodexo related to provision of Catering. Client shall cause the successor contractor to indemnify Sodexo from any liability relating to Catering after Sodexo's final day of operation under the Agreement, provided such catering agreements have been provided to Client for assumption no less than thirty (30) days prior to Sodexo's final day of operation.

ARTICLE V
EMPLOYEES

5.1 Sodexo Employees. Sodexo shall recruit, hire, train, supervise, direct, and, if necessary, discipline, transfer and discharge management and nonmanagement employees working in the Food Service operation. Sodexo shall endeavor to hire local employees (e.g. employees residing within ten (10) miles of the Premises) to the extent allowed by law and Sodexo's qualification requirements. All personnel employed by Sodexo shall at all times and for all purposes be solely in the employment of Sodexo. Client shall have the right to request removal of Sodexo employees provided such request for removal is made in writing, does not violate any applicable employment laws and is administered in accordance with Sodexo's personnel policies. Client shall have the right to interview and otherwise participate in the hiring process of Sodexo's proposed General Manager and Executive Chef candidates.

5.2 Payroll Taxes and Costs. Sodexo shall prepare and process the payroll for Sodexo's employees and shall withhold and pay all applicable federal and state employment taxes and payroll insurance with respect to its employees, including any income, social security and unemployment taxes and workers' compensation costs and Charges.

5.3 Agreement Not To Hire. Client acknowledges that Sodexo's salaried employees are essential to Sodexo's core business of providing management services and are familiar with Sodexo's operating procedures and other information proprietary to Sodexo. Therefore, Client agrees to not, without Sodexo's prior written consent, solicit for employment, hire, make any agreement with, or permit the employment by the Client at the Premises, of any person who is or has been a Sodexo salaried employee assigned to the Premises within the earlier of one (1) year after such employee terminates employment with Sodexo or within one (1) year after termination of the Agreement.

5.4 Equal Opportunity and Affirmative Action Employer. Neither party shall discriminate because of race, color, religion, sex, age, national origin, disability, sexual orientation, genetic information, or status as a Vietnam veteran, or any other basis protected by applicable law, in the recruitment, selection, training, utilization, promotion, termination, or other employment related activities concerning Food Service employees. Each party affirms that it is an equal opportunity employer. The staffing, promotion, placement or assignment of managers who work on this account must be done without any preference or limitation based on race, color, religion, sex, age, national origin, disability, sexual orientation, genetic information, Vietnam Veteran status, or any other basis protected by applicable law. This obligation applies to the recruitment, selection, training, utilization, promotion, termination or other employment-related activities concerning Sodexo's employees. Under no circumstances will Sodexo permit a request or suggestion by a client to place a particular manager in an account to override its non-discrimination policy.

In addition, Sodexo affirms that it is an equal opportunity and affirmative action employer, is legally responsible for all of its employment decisions affecting its own employees, which include thousands of extremely talented and diverse managers, and shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, Executive Order 11246; Rehabilitation Act of 1973; Vietnam Era Veterans Readjustment Assistance Act of 1974; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans With Disabilities Act; and any additions or amendments thereto.

ARTICLE VI
FACILITIES, EQUIPMENT, MAINTENANCE AND INVENTORIES

6.1 Premises and Equipment. Client shall provide space at the Premises and equipment, including but not limited to, kitchen equipment, suitably furnished office space, including a safe for the temporary holding of funds, and fire extinguishing equipment. Sodexo acknowledges current office space and equipment inventory fulfills aforementioned obligation. Sodexo shall be responsible for implementing procedures which preserve the condition of the equipment and minimize the loss of or damage to the same.

6.2 Condition of Premises and Equipment. The Food and Beverage Areas at the Premises and equipment provided by Client for use in the Food Service operation shall be in good condition and maintained by Sodexo to ensure compliance with applicable laws concerning building conditions, sanitation, safety and health (including, without limitation, OSHA regulations). Any modifications or alterations to the Food and Beverage Areas (whether structural or non-structural) necessary to comply with any statute or governmental regulation shall be the responsibility of Client and shall be at the Client's expense.

6.3 Sanitation. The responsibilities of the parties with respect to the normal and customary cleaning of the Food and Beverage Areas shall be as follows:

A. Food Preparation, Storage and Serving Areas. Sodexo shall be responsible for housekeeping and sanitation in food preparation, storage and serving areas. Client shall clean the windows (including power washing as necessary), walls above shoulder height, ceilings, ceiling fixtures, air ducts and hood vent systems (per local ordinance) and provide necessary pest control.

B. Customer Traffic Areas. Client shall be responsible for housekeeping and sanitation in customer traffic areas which shall include stripping and waxing of floors within the Food and Beverage Service Areas at least once per year. Sodexo shall be responsible for housekeeping and sanitation in dining areas and within a twenty-five (25) foot radius of concessions stands. Sodexo shall not be required to clean or wipe any common areas used by non-customers.

C. Refuse. Sodexo shall transport refuse at least at such times as requested by Client to designated collection areas. Client shall be responsible for collection of refuse from designated collection areas and removal from the Premises.

6.4 Maintenance. Client shall be responsible to provide maintenance personnel and outside maintenance services, parts and supplies required to properly maintain the Premises and Client owned equipment. Sodexo will administer and adhere to Client and Sodexo agreed upon maintenance schedule of which all is an operating expense.

6.5 Inventories of China and Smallwares. Client and Sodexo shall jointly inventory all china and Smallwares owned by Client and shall agree as to required inventory levels. Client shall be responsible for bringing any initial inventories below agreed upon levels up to such required inventory levels and Sodexo agrees such inventory shall be adequate to provide Services. Client shall be responsible to maintain the required inventory levels by purchasing replacements when needed and to increase, at Client's expense, inventories required for additional service requested by Client; provided, however, Sodexo shall be responsible for implementing and maintaining best practice procedures to safeguard the care and use of the inventory and Sodexo shall also be responsible for the loss of inventory caused by the gross negligence of willful misconduct of its employees.

6.6 Food, Beverage and Supply Inventories. Sodexo shall purchase and own inventories of food, beverages and supplies. The Charges to replenish such inventories shall be charged as Operating Expenses as provided in Section 7.4 A. Upon termination of the Agreement, Client shall purchase from Sodexo as mutually agreed upon, any remaining inventories for their invoiced amount in accordance with Section 7.4 A so long as the Client has previously approved the amount of inventory allocated to the Premises.

ARTICLE VII
FINANCIAL ARRANGEMENTS

7.1 Opening Expenses. Opening Expenses shall be defined as all reasonable costs, charges and expenses relating to the opening of the Food Services including, but not limited to, pre-opening labor expenses, training crew labor expenses, training crew meals, and uniforms, Smallwares, advertising, forms, opening promotions, opening office supplies, not to exceed Sixty Five Thousand Dollars ($65,000.00) all as approved by the Client prior to expenditure of funds regarding the same, as attached in Exhibit B.

7.2 Unit Fund. Sodexo shall provide and own a reasonable amount as a petty cash fund ("Fund"). Upon termination of the Agreement, Sodexo, as owner of the Fund, shall retain possession of the Fund.

7.3 Management of Operations. Sodexo shall manage the Food Services for Client. Sodexo shall collect and account for Gross Sales and pay Opening Expenses and Operating Expenses as required. Any Surplus or Deficit shall be for Client's account. In the event of a Deficit occurring at the end of an Accounting Period, such Deficit shall be carried over to the following Accounting Period with the overall Surplus and Deficit reconciled at the end of each calendar year.

7.4 Operating Expenses. All costs, Charges and expenses incurred in connection with the Food Services including, but not limited to, the following:

A. The invoiced amounts to Sodexo of goods sold, including food, beverages, merchandise, and supplies. Such invoiced amounts shall not be higher than like products from like distributors as invoiced amounts for other of Sodexo's clients in the geographic area of the Premises. Many of the manufacturers, suppliers and distributors provide rebates, allowances, and other payments to Sodexo based on Sodexo's purchasing commitments, aggregate growth incentives and other factors. Prompt payment discounts and all rebates, allowances and other payments obtained from manufacturers, suppliers and distributors, will be retained by Sodexo;

B. Labor, including salaries (including bonuses, if any), wages, taxes, benefits, relocation expenses, payroll processing, retirement plans, and the cost of administering such plans and services (management benefits to be Charged at thirty percent (30%) of Gross Management Salaries). All salaries and wages by job description must first be approved by the Client;

C. Other costs, Charges and expenses, including, but not limited to, amortization or depreciation of equipment, any Contract Buy-In made pursuant to the terms of this Agreement, decor, signage, and other items purchased on behalf of the Food Service, Charges for workers' compensation and general liability insurance based on the average manual rates for such insurance in the geographic area of the Premises and other insurance maintained pursuant to the Agreement, training of employees assigned to the Food Service operation, sales, use, and other taxes, tax assessments and any interest and penalties, and costs of licenses, permits, certifications, information systems, software and software maintenance, armored car services, fees charged to Sodexo for credit or debit card sales, bank service fees (net of any interest) for depositing receipts from the Food Service operations, marketing and promotional or proprietary materials, third party recruitment and placement fees, the cost of any required or necessary background checks, uniforms and linen, flowers, decorations, overnight delivery, if necessary, minor equipment, repair and maintenance of Sodexo-supplied equipment and other services related to the Food Service operation which must be pre-approved in writing by Client.

7.5 Management Fee. Client shall pay Sodexo a "Management Fee" equal to six percent (6%) of Net Sales each year. The Management Fee shall be computed at the end of each Accounting Period and prorated for any partial Accounting Period.

7.6 Incentives.

A. Catering. Sodexo shall be entitled to earn an incentive equal to ten percent (10%) of Net Sales associated with Catering ("Catering Incentive") if Catering Net Sales exceed Three Hundred Thousand Dollars ($300,000.00) each year ("Catering Benchmark"). Annually, each January 1st, the Catering Benchmark shall be adjusted by the percent change in the Consumer Price Index, Urban Consumers Unadjusted from the previous year and the Catering Benchmark, as increased shall become the upcoming year's Catering Benchmark. After the 3rd year of operation, the catering benchmark will be based on previous year catering sales.

B. Services. In addition to the above, Sodexo shall be entitled to earn an incentive equal to two percent (2%) of Net Sales from Food Services (excluding Catering Net Sales) ("Services Incentive") if Net Sales from Food Services (excluding Catering) exceed Three Million Dollars ($3,000,000.00) and the Surplus from Food Services (excluding Catering) in the aggregate exceeds One Million Two Hundred Thousand Dollars ($1,200,000.00). If in any year the Surplus aggregate is exceeded regardless of Net Sales, Sodexo will be entitled to earn the incentive.

Reconciliation and payment of amounts owed under this Section shall be made within thirty (30) days after the end of each calendar year.

7.7 Client's Obligations. Client shall be responsible to provide a normal level of services at the Food and Beverage Areas as in the remainder of the Premises: electricity, gas, water and other utilities, ventilation, security service, telephone service, broadband internet access, janitorial supplies, pest extermination and control, Smallwares, replacement china, new equipment, replacement of worn equipment, maintenance and repairs, refuse removal, painting, decorating, fire and extended coverage insurance and real and personal property taxes on all Client's property.

7.8 Billing.

A. No later than thirty (30) days after the end of each calendar year, Sodexo shall submit to Client an invoice for Deficit, if any, resulting from the reconciliation described in Section 7.3 above. Client shall pay the invoiced amount within thirty (30) days after the invoice date. No later than thirty (30) days after the end of each calendar year, Sodexo shall pay Client annual Surplus, if any, resulting from the reconciliation in Section 7.3 above.

B. No later than five (5) working days after the end of each week, Sodexo shall submit to Client an invoice for all charge sales for Catering provided to Client during the week. Client shall pay the amount of the invoice within thirty (30) days after the invoice date. Upon termination of the Agreement, all outstanding amounts shall immediately become due and payable.

C. Client agrees that all third party Catering events shall be administered in accordance with Sodexo's policies for payment and collection. If Client requests that Sodexo deviate therefrom, Client shall be liable to Sodexo for any outstanding receivables related thereto. Client shall pay any such outstanding amounts within thirty (30) days of receipt of an invoice therefor.

D. The parties shall pay interest on any amount not paid when due at the rate of one and one-half percent (1.5%) per month from due date until paid.

7.9 .Statements and Records. Sodexo shall submit operating statements (and any other reports related to the Services upon Client's reasonable request) to Client for each Accounting Period and maintain books and records in accordance with generally accepted accounting principles. Client, at Client's expense, shall have the right to audit all operating statements; provided, however if the audit reveals an error which is equal to or greater than three percent (3%) Sodexo shall be solely responsible for the payment of such audit expense when due.

7.10 Contract Buy-In. Sodexo shall provide an amount equal to Five Hundred Thousand Dollars ($500,000.00) for use in the Food Service operation ("Contract Buy-In"). Sodexo shall amortize the Contract Buy-In on a straight-line basis over five (5) years, commencing March 1, 2012. Such amortization shall be charged as an Operating Expense. Client shall own the Contract Buy-In. If the Agreement expires or is terminated prior to the complete amortization of the Contract Buy-In, Client shall reimburse Sodexo, on the expiration date, or within thirty (30) days after receipt by either party of any notice of termination under this Agreement, the unamortized portion.

7.11 Right of Offset. At any time when a party hereto is over thirty (30) days past due on any obligations to the other party, such party shall have the right to offset, from any sums owed by one party to the other, all or any portion of such outstanding receivables. The offsetting

party shall be permitted to said offset only after first providing written notice to the other party at least thirty (30) days prior to exercising its right under this Section.

ARTICLE VIII
FINANCIAL ADJUSTMENTS

8.1 Policy and Practice Changes. Financial terms of the Agreement shall be adjusted to reflect changes in Sodexo's costs and Charges resulting only from changes in Client's policies and practices and service requirements (including changes in the scope of services) or if there are material deviations from information provided in the Request for Proposal (or other solicitation for Sodexo's proposal for Food Service) on which Sodexo reasonably relied in developing its proposal and from which the parties negotiated the financial terms described in this Agreement. Financial terms shall be adjusted automatically to reflect changes in federal, state or local minimum wage laws.

8.2 Financial Assumptions. The financial terms of the Agreement, including the incentives detailed in Section 7.6 above, are based upon the following assumptions:

RFP dated August 22, 2011
Annual Net Sales not less than $3,200,000.00
Venue Event operating days per year are not less than 25; and not less than 50 secondary Catering event days.

In the event of any change in assumptions, the financial terms shall be subject to adjustment.

Sodexo, at its expense, shall have the right to audit all data provided to Sodexo in the performance of this Agreement.

8.3 Financial Renegotiations. If there are any strikes or other labor disturbances affecting the Food Service operation, financial terms of the Agreement shall be adjusted by mutual agreement of the parties.

8.4 Sponsorships. Sodexo recognizes that the Client has certain sponsorship relationships for the Premises. Sodexo agrees, subject to the provisions of this paragraph, to sell and use services or brands of foods, beverages or other products designated by Client, including specially designed logoed sales material, menus, cups, and other materials. Notwithstanding the foregoing, the Client will ensure that such sponsorship agreements do not impair the quality of the food and beverage items served by Sodexo in the Food and Beverage Areas (as compared to comparable items served at other similar venues in which Sodexo or its affiliates provides food and beverage service) or materially increase the costs for such items (as compared to Sodexo's pricing for comparable items of similar size). Client and Sodexo agree that they will not compromise the quality of the food and beverage items served in the Food Service operations in order to secure a sponsorship. In the event Client decides to enter into a sponsorship agreement (or enters into any other relationship) that materially increases the costs that Sodexo incurs, then Client and Sodexo agree to adjust the financial arrangement to account for such cost increases. For purposes of this paragraph, an increase of more than 5% in the cost of a product or service purchased or provided by Sodexo shall be deemed "material."

ARTICLE IX
GENERAL TERMS AND CONDITIONS

9.1 Compliance. Sodexo shall comply with all applicable local laws, ordinances, rules and regulations relating to Food Service sanitation, safety and health, and shall maintain all necessary licenses and permits to the extent allowed by law. Each party shall cooperate with the other to accomplish the foregoing. In addition, Sodexo shall comply with the terms of any collective bargaining agreement applicable to Sodexo's Services at the Premises.

Sodexo may process credit/debit card transactions using Client's technology systems. Client represents and warrants that it will adhere to and maintain its network and data security practices in compliance with PCI DSS (http://www.pcisecuritystandards.org) and will assist Sodexo with completing necessary documentation. Client further agrees to allow Sodexo to conduct a vulnerability scan or provide a copy of its own vulnerability scan for the purpose of fulfilling its compliance with the PCI DSS.

9.2 Insurance. The parties shall maintain insurance as follows:

A. Workers' Compensation Insurance. Each party shall maintain workers' compensation coverage as required by state law and Employers' Liability in the amount of One Million Dollars ($1,000,000.00) each accident covering all of its employees employed in connection with the Food Service operation.

B. Comprehensive General Liability Insurance. Sodexo shall maintain during the term of the Agreement, for protection of Client and Sodexo, Comprehensive General Liability Insurance including Bodily Injury and Property Damage Liability Insurance with a Combined Single Limit of not less than One Million Dollars ($1,000,000.00) for each occurrence, including, but not limited to, Personal Injury Liability, Blanket Contractual Liability and Products Liability, covering only the operations and activities of Sodexo under the Agreement and, upon request, shall provide Client with a certificate evidencing such policies. The insurance policies shall contain covenants by the issuing company that the policies shall not be canceled without thirty (30) days' prior written notice of cancellation. Client shall be named as an additional insured on a primary and non-contributory basis under Sodexo's policies of insurance by blanket additional insured endorsement.

C. Property Insurance. Client shall maintain a system of coverage (either through purchased insurance, self insurance, or a combination thereof) to keep Client's buildings, including the Premises, and all property contained therein insured against loss or damage by fire, explosion or other cause normally covered by standard broad form property insurance.

D. Liquor Liability Insurance- Sodexo should provide primary coverage with a minimum limit of $1,000,000 per occurrence and aggregate. The policy should name Client as additional insured on a primary and non-contributory basis.

E. Auto Liability Insurance- Sodexo should provide comprehensive auto liability protection with limits not less than $1,000,000 combined single limit per occurrence insuring owned, non-owned and hired autos.

F. Umbrella Liability Insurance- Sodexo's should provide a policy with a limit of insurance of $10,000,000 per occurrence and aggregate providing excess coverage for Employers Liability, General Liability and Liquor Liability (and Auto Liability if applicable).

Additionally, it is agreed that any deductibles under any policies maintained by Sodexo will be the sole responsibility of the Sodexo. Further, the failure of Sodexo to evidence insurance before the start of work in no way will be deemed a waiver of these insurance requirements.

9.3 Non-Sodexo Approved Vendors. Client understands that Sodexo has entered into agreements with many vendors and suppliers of products which (i) give Sodexo the right to inspect such vendors' and suppliers' plants and/or storage facilities and (ii) require such vendors and suppliers to adhere to standards to ensure the quality of the products purchased by Sodexo for or on behalf of Client. Client shall not require Sodexo to use products from non-Sodexo approved vendors. In the event Client suggests a vendor for which does not qualify as an approved vendor, Sodexo shall provide the reason for denial of approval.

9.4 Client Sponsored Products. Notwithstanding the foregoing, Client reserves the right to enter into sponsorship agreements for food, beverages and/or alcoholic beverages (subject to applicable alcoholic beverage control rules and regulations) ("Sponsored Products"). Sodexo agrees to reasonably cooperate with Client as it relates to the receiving, preparation and service of any such Sponsored Products. Client shall be solely responsible for the selection of Sponsored Products and shall cause Sodexo to be indemnified and shall cause Sodexo , its affiliates, their officers, employees and agents, and their respective successors and assigns to be held harmless from and against all losses, costs, liabilities, damages, claims, and expenses, of every kind and description, including reasonable attorneys fees, arising out of, or related to the selection and use of Sponsored Products except to the extent such liability arises from the negligence of Sodexo. This indemnity shall survive termination of this Agreement. Client shall maintain, or caused to be maintained, General Liability Insurance appropriate to the services and shall name Sodexo as an additional insured under the Products Liability coverage (at least in respect of Sponsored Products) of such General Liability Insurance. Client shall provide Sodexo with a certificate evidencing such coverage. Such insurance shall be primary and non-contributory to any insurance maintained by Sodexo.

9.5 Representations.

A. Sodexo hereby represents to Client 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 authorized to do business in the State of Illinois;

(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 operating 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, when properly executed by both parties, will constitute a legal, valid, and binding agreement, enforceable by Client in accordance with its terms;

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

(vi) that it shall (A) provide quality food and beverage services to patrons of the Food and Beverage Areas, and (B) use its good faith best and diligent efforts at all the time to achieve maximum Gross Sales from the Food Service operations.

B. Client hereby represents to Sodexo as follows:

(i) 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 operating 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;

(ii) 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;

(iii) that this Agreement, when properly executed by both parties, will constitute a legal, valid, and binding agreement, enforceable by Sodexo in accordance with its terms;

(iv) that the party executing this agreement on behalf of Client has full right, power and authority to execute this Agreement and to bind Client to the terms hereof; and

9.6 Indemnity. Except as otherwise expressly provided in this Agreement, Sodexo and Client (to the extent permitted by law) shall defend, indemnify and hold each other harmless from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the sole negligence, misconduct, or other fault of the indemnifying party, its agents or employees in performance of its obligations under the Agreement. However, with respect to property damage to avoid the expense of duplicative insurance coverage, and based on the representations contained in Section 9.2 above, each party hereto waives its rights, and the rights of its subsidiaries and affiliates, to recover from the other party hereto and its subsidiaries and affiliates for loss or damage to such party's building, equipment, improvements and other property of every kind and description resulting from fire, explosion or other cause normally covered in standard broad form property insurance policies. This clause shall survive termination of the Agreement.

9.7 Trade Secrets and Proprietary Information. During the term of the Agreement, Sodexo may grant to Client a nonexclusive right to access certain proprietary materials of Sodexo, including menus, signage, Food Service survey forms, software (both owned by and

licensed to Sodexo), and similar items regularly used in Sodexo's business operations ("Proprietary Materials"). In addition, Client may have access to certain non-public information of Sodexo, including, but not limited to, recipes, management guidelines and procedures, operating manuals, personnel information, purchasing and distribution practices, pricing and bidding information, financial information, surveys and studies, and similar compilations regularly used in Sodexo's business operations ("Trade Secrets"). Trade Secrets shall not include (i) any information which at the time of disclosure or discovery or thereafter is generally available to and known by the public or the relevant industry (other than as a result of a disclosure directly or indirectly by Client), or (ii) any information which was available to Client on a non-confidential basis from a source other than Sodexo, provided that such source was not bound by an agreement prohibiting the transmission of such information, or (iii) any information independently developed or previously known without reference to any information provided by Sodexo.

Client shall not disseminate any Proprietary Materials or disclose any of Sodexo's Trade Secrets, directly or indirectly, during or after the term of the Agreement. Client shall not photocopy or otherwise duplicate any such material without the prior written consent of Sodexo. All Proprietary Materials and Trade Secrets shall remain the exclusive property of Sodexo and shall be returned to Sodexo immediately upon termination of the Agreement. Without limiting the foregoing, Client specifically agrees that all software associated with the operation of the Food Service, including without limitation, menu systems, food production systems, accounting systems, and other software, are owned by or licensed to Sodexo and not Client. Furthermore, Client's access or use of such software shall not create any right, title interest, or copyright in such software, and Client shall not retain such software beyond the termination of the Agreement. Any signage, servicemark or trademark proprietary to Sodexo shall remain the exclusive property of Sodexo and shall be returned to Sodexo immediately upon termination of this Agreement. In the event of any breach of this provision, Sodexo shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. This provision shall survive termination of the Agreement.

9.8 Confidentiality. To the extent permitted by law, the terms and conditions of this Agreement are confidential. Client and Sodexo represent and warrant to each other that each party shall maintain the confidentiality of the terms and conditions of this Agreement, however, such restriction shall not prohibit either party from disclosing the existence of the relationship, Term of the Agreement or the projected sales volume related to the terms of the Agreement. [This document is subject to FOIA requests- and would not be kept confidential

9.9 Assignment. The Agreement may not be assigned by either party without the written consent of the other, except either party may, without prior approval and without being released from any of its responsibilities hereunder, assign the Agreement to any affiliate or wholly-owned subsidiary.

9.10 Attorneys' Fees. In the event that any action or proceeding is brought to enforce any term, covenant or condition of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, court costs and related expenses. The non-prevailing party shall pay the prevailing party a reasonable sum for attorneys' fees which shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.

9.11 .Governing Law. This Agreement is governed by the laws of the state of Illinois, excluding its conflict of laws' provisions. Each party shall comply with all applicable laws, regulations, rules or other legislative, administrative or judicial requirements of the state of Illinois without regard to its conflict of law rules. Each party agrees to submit to the jurisdiction of the state of Illinois.

9.12 Notice. Any notice or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:

To Client: Village of Bridgeview
Attention: Debra Augle
7000 South Harlem Avenue
Bridgeview, Illinois 60455

To Sodexo: Sodexo America, LLC
Attention: Stephen P. DiPrima
President, Leisure Services
3020 Woodcreek Drive, Suite B
Downers Grove, Illinois 60515

and: Sodexo America, LLC
Attention: Law Department
9801 Washingtonian Blvd., Dept. 51/899.74
Gaithersburg, Maryland 20878

or to such other persons or places as either of the parties may hereafter designate in writing. All such notices shall be effective when received or refused.

9.13 Catastrophe. Neither Sodexo nor Client shall be liable for failure to perform its respective obligations under this Agreement when such failure is caused by fire, explosion, water, act of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, weather and energy related closings, governmental rules or regulations, failure of third parties to perform their obligations with respect to the Food Service operation, or like causes beyond the reasonable control of such party, or for real or personal property destroyed or damaged due to such causes.

9.14 Construction and Effect. A waiver of any failure to perform under the Agreement shall neither be construed as nor constitute a waiver of any subsequent failure. The article and section headings used herein are used solely for convenience and shall not be deemed to limit the subject of the articles and sections or be considered in their interpretation. Any exhibits referred to herein are made a part of the Agreement by reference, provided that in the event of a conflict between the terms of such exhibit or any other document incorporated herein, and the terms of this Agreement, the terms of the Agreement shall govern.

9.15 Amendments to Agreement. The Agreement contains all agreements of the parties with respect to matters covered herein, superseding any prior agreements. All provisions of the Agreement shall remain in effect throughout the term hereof unless the parties agree, in a written document signed by an authorized signatory of both parties, to amend, add or delete any provision. Email correspondence shall not qualify as a written document signed by an authorized signatory.

9.16 Regulations and Access. Client may make reasonable regulations for use and occupancy of the Premises and shall give Sodexo written notice thereof. Client's authorized representatives shall have access to the Premises at all times. Client grants Sodexo approval to use in performance of its services on the Premises all promotional, informational or marketing activities or materials, including the names, trademarks, logos and symbols of Sodexo in order to provide the customer the complete Sodexo Experience.

9.17 Purchase Orders. Sodexo acknowledges that Client's internal accounting practices may require Client to issue purchase orders from time to time to account for Services provided by Sodexo. However, the terms on the face of such purchase orders shall be of no force and effect unless the order contains a counter signature by Sodexo's authorized signatory. In addition to the foregoing, in all cases whether or not such order contains a counter signature from Sodexo, the standard, pre-printed terms and conditions included or referenced on such orders shall be of no force and effect.

IN WITNESS WHEREOF, the parties hereto have entered into the Agreement as of the date indicated in the first paragraph or the first day of the Term, whichever is sooner.

VILLAGE OF BRIDGEVIEW

By: Debra Augle
Debra Augle
Title: General Manager Stadium

SODEXO AMERICA, LLC

By: Stephen P. DiPrima
Stephen P. DiPrima
President, Leisure Services

EXHIBIT A
Food and Beverage Areas

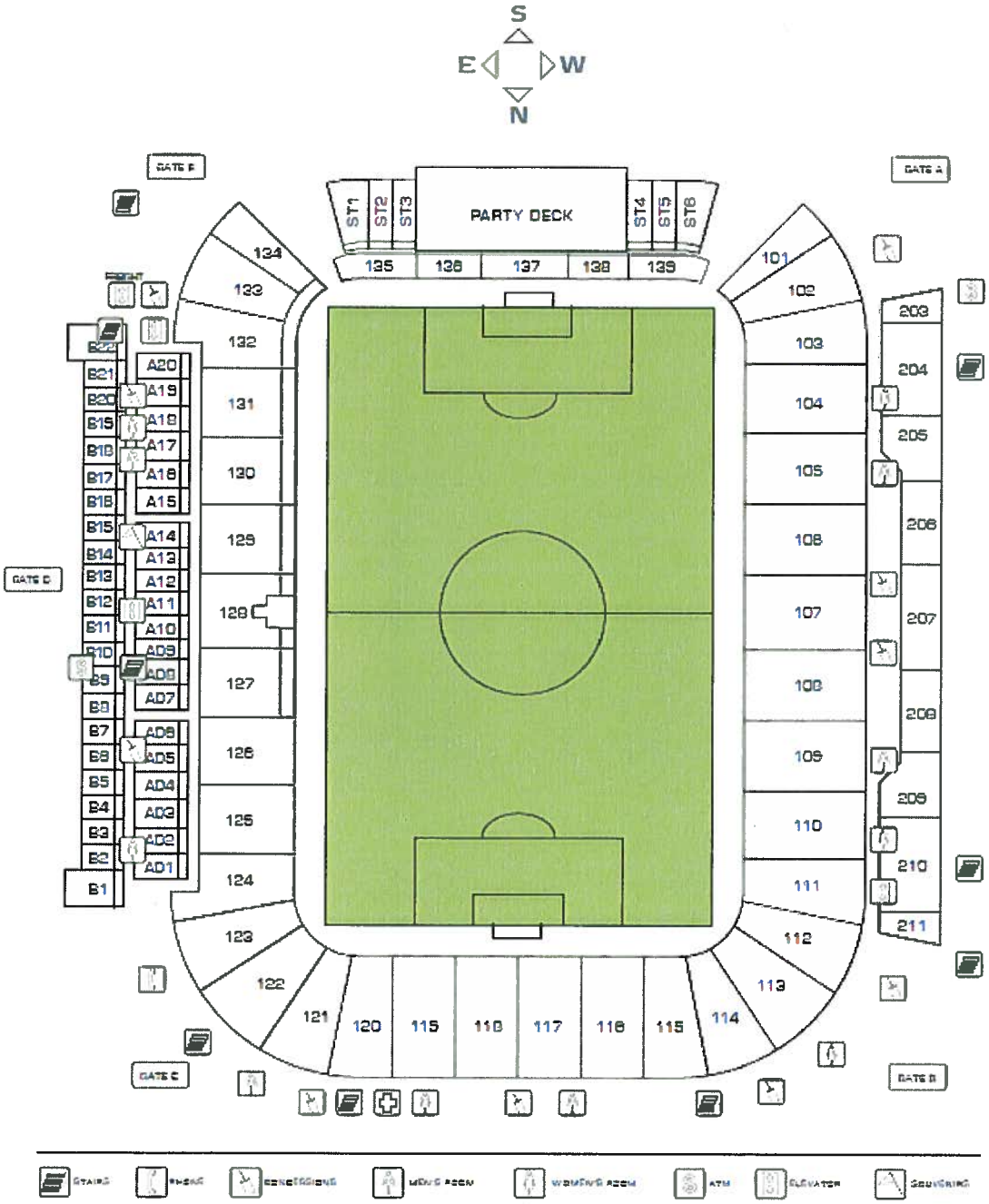

EXHIBIT B
Opening Expenses

1.	Transition team and opening support	$20,000
2.	Manager(s) (pre-assigned) - 3 weeks	$16,000
3.	Training and orientation time for hourly associates	$13,000
4.	Opening Weekend Labor	$7,500
5.	Product sampling, Menu Design, Tastings	$1,500
6.	Uniforms, Cleaning,	$7,000