

AMENDMENT
VILLAGE OF BRIDGEVIEW
AND
SODEXO AMERICA, LLC

THIS AMENDMENT, dated April 2, 2013, is between VILLAGE OF BRIDGEVIEW ("Client") and SODEXO AMERICA, LLC ("Sodexo").

WITNESSETH:

WHEREAS, Client and Sodexo entered into a certain Management Agreement, dated March 5, 2012, as amended ("Agreement"), whereby Sodexo manages and operates Client's Concessions and Food Service operations at 700 South Harlem Avenue, Bridgeview, Illinois 60455;

WHEREAS, the parties now desire to further amend the aforesaid Agreement;

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. ARTICLE II, DEFINITIONS, is hereby deleted and replaced with the following:

"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 Administrative Charge. An amount equal to ten percent (10%) of Net Sales associated with Sponsors.

2.3 Commission. Amounts payable to Client as detailed under Article VII.

2.4 Concessions. Food, beverage (both alcoholic and non-alcoholic beverages) and merchandise sold from permanent or portable concession stands and bars located in the Food and Beverage Areas.

2.5 Concessions Net Sales. The sum of: (i) sales of food, beverages, and services collected by Sodexo in the Food and Beverage Areas excluding sales taxes; and (ii) Sponsored Products Net Sales. For purposes of calculation Commission, Concessions Net Sales will include commission actually received by Sodexo from its subcontractors rather than all receipts collected by such subcontractors.

2.6 Contract Buy-In. As defined under Section 7.8.

2.7 Cost Differential. The amount by which the manufacturers' products related to Sponsor Sales exceeds Sodexo's Invoiced Amount.

- 2.8 External Catering. Catering services provided to parties other than Client.
- 2.9 External Catering Net Sales. Sales associated with External Catering excluding: (i) Labor Charges, (ii) Rental Charges, and;(iii) Staffing Charges.
- 2.10 Food and Beverage Areas. The Food and Beverage Areas shall be those areas depicted on Exhibit A attached hereto.
- 2.11 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").
- 2.12 Internal Catering. Catering ordered and/or paid for by Client and/or Chicago Fire.
- 2.13 Invoiced Amount. 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.
- 2.14 Labor Charge. Amounts invoiced to customers requesting staff in addition to that normally included in the Catered service at the rate published in the events menu/pricing book. No Commission shall be payable on Labor Charges.
- 2.15 Net Sales. All sales of food, beverages, goods, merchandise and services in the Services, excluding sales taxes.
- 2.16 Premises. Client's stadium located at 700 South Harlem Avenue, Bridgeview, Illinois 60455.
- 2.17 Rental Charge. Amount invoiced to customers for rentals procured from a third party such as equipment, linen and flowers requested by a customer at the rate published in the events menu/pricing book. No Commission shall be payable on Rental Charges.
- 2.18 Smallwares. Dishware, glassware, flatware, utensils and similar items.
- 2.19 Sponsor. Subcontractors having a relationship with Chicago Fire to provide sponsorship support to the Chicago Fire as described under Section 8.4.
- 2.20 Sponsor Subcontractors Commission. Commission received by Sodexo from Sponsor Subcontractor.
- 2.21 Sponsored Products Net Sales. Net Sales associated with Sponsored Products (as defined under Section 9.4).

2.22 Staffing Charge. An amount equal to twenty percent (20%) of the invoiced amount of the food and beverage menu price for Catering applied to offset Sodexo's cost of labor provided with a Catered event. Staffing Charges apply only to External Catering. The Staffing Charge is not a gratuity, but covers labor expenses for staffing Catering events and may exceed Sodexo's actual labor cost. Additional line item Labor Charges may still apply. No Commission shall be payable on the Staffing Charge.

2.23 Suite Sales. Net Sales of food and beverages (both alcoholic and non-alcoholic) associated with food service provided to suites at the stadium."

2. ARTICLE VII, FINANCIAL ARRANGEMENTS, is hereby deleted and replaced with the following:

**"ARTICLE VII
FINANCIAL ARRANGEMENTS**

7.1 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.

7.2 Profit and Loss. Sodexo shall retain all cash receipts realized from the Food Service operations and pay all operating expenses. Profit or loss shall be for Sodexo's account.

7.3 Commission. Within thirty (30) days after the end of each Accounting Period, Sodexo shall pay to Client Commission in incremental amounts as follows:

A.

Annual Concessions Net Sales	Commission Percentage paid on Concessions Net Sales
\$0 - \$1,000,000	20%
\$\$1,000,001 and above	25%

B.

Sponsor Subcontractors Commission	Commission Percentage paid on Sponsor Net Sales
All amounts	50%

C.

External Catering Net Sales	Commission Percentage paid on External Catering Net Sales
All amounts	10%

D.

Suite Net Sales	Commission Percentage paid on Suite Net Sales
All amounts	15%

E.

Per Event Stadium Club and In-Seat Service Net Sales	Commission Percentage paid on Stadium Club and In-Seat Service Net Sales
\$0 - \$4,000	0%
\$4,001 and above	10%

7.4 Internal Catering. Internal Catering shall be invoiced at the prices published in the catering guide less twenty percent (20%). No Commission shall be payable on Internal Catering.

7.5 Client's Obligations.

A. 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.

B. Client shall be responsible to reimburse Sodexo for (i) any royalty fees payable to Sponsors, (ii) Administrative Charge, and; (iii) Cost Differential.

7.6 Billing.

A. No later than thirty (30) days after the end of each Accounting Period, Sodexo shall submit to Client an invoice for (i) any royalty fees payable to Sponsors, (ii) Administrative Charge, and; (iii) Cost Differential. Client shall pay the invoiced amount within thirty (30) days after the invoice date. Ninety (90) days immediately after the date of invoice, all amounts invoiced shall be considered final and each party waives its right to contest said invoice.

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.

7.7 Reports. Sodexo shall submit sales reports each Accounting Period along with payment of Commission.

7.8 Contract Buy-In. At the commencement of the term of the Agreement, Sodexo provided an amount equal to Five Hundred Thousand Dollars (\$500,000.00) for use in the Food Service operation ("Contract Buy-In"). Sodexo shall continue to 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.

7.9 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."

3. This Amendment is effective March 1, 2013, and thereafter, unless amended. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect, except by necessary implication.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Amendment, as of the date indicated in the first paragraph of this Amendment.

VILLAGE OF BRIDGEVIEW

By: Debra Avale
Name (printed): Debra Avale
Title: General Manager

SODEXO AMERICA, LLC

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