

METROPOLITAN EXPOSITION-RECREATION COMMISSION

Resolution No. 03-46

For the Purpose of Approving the Third Amendment to the Concessions and Catering Management Agreement between the Metropolitan Exposition Recreation Commission and ARAMARK/GIACOMETTI JOINT VENTURE.

WHEREAS, MERC and ARAMARK/GIACOMETTI JOINT VENTURE ("Concessionaire") are parties to a Concessions And Catering Management Agreement (hereinafter "Agreement"), dated June 16, 1999, and amended on December 19, 2001 by the First Amendment To Food And Beverage Management Services Agreement ("First Amendment"), and further amended on July 1, 2003 by the Second Amendment to the Concessions and Catering Management Agreement ("Second Amendment"); and

WHEREAS, the Agreement provides Concessionaire with certain exclusive concessions and catering rights for the sale of food and beverages in the Metro ERC Facilities including in the Convention Center, as defined in the Agreement; and

WHEREAS, prospective retail lessees would like the opportunity to sell retail food and beverages, both alcoholic and non-alcoholic, in the Convention Center;

WHEREAS, the parties have reached agreement to amend the exclusive rights granted to Concessionaire in the Agreement and to thereby allow for, accommodate and encourage retail leases to be entered into at the Convention Center;

BE IT THEREFORE RESOLVED that the Metropolitan Exposition Recreation Commission approves the Third Amendment to the Concessions and Catering Management Agreement between the Metropolitan Exposition Recreation Commission and ARAMARK/GIACOMETTI JOINT VENTURE dated July 1, 1999, as amended, attached hereto as Exhibit A.

Passed by the Commission on December 17, 2003.

Not Adopted
Chair

Secretary-Treasurer

Approved As To Form:
Daniel B. Cooper, General Counsel

By: _____
Alison Kean Campbell
Senior Metro Attorney

**THIRD AMENDMENT TO THE
CONCESSIONS AND CATERING MANAGEMENT AGREEMENT**

This Third Amendment To The Concessions And Catering Management Agreement (hereinafter "Third Amendment") is entered into on this ___ day of _____, 2003 by the Metropolitan Exposition-Recreation Commission (hereinafter "MERC," "Metro ERC," or "Commission") and Aramark/Giacometti Joint Venture ("Concessionaire").

RECITALS

WHEREAS, MERC and Concessionaire are parties to a Concessions And Catering Management Agreement (hereinafter "Agreement"), dated June 16, 1999, and amended on December 19, 2001 by the First Amendment To Food And Beverage Management Services Agreement, and further amended on July 1, 2003 by the Second Amendment to the Concessions and Catering Management Agreement; and

WHEREAS, the Agreement provides Concessionaire with certain exclusive concessions and catering rights for the sale of food and beverages in the Metro ERC Facilities including in the Convention Center, as defined in the Agreement; and

WHEREAS, the Convention Center's recent expansion has provided the space and opportunity to enter into retail leases in the Convention Center, and it is in both MERC's and the Concessionaire's interests that such retail leases be executed to increase patronage and usage of the Convention Center and its facilities;

WHEREAS, prospective retail lessees would like the opportunity to sell retail food and beverages, both alcoholic and non-alcoholic, at the Convention Center;

WHEREAS, MERC and Concessionaire would like to amend the Agreement to allow for, accommodate and encourage such retail leases in the Convention Center.

WHEREAS, MERC and Concessionaire wish to amend the Agreement to provide for the opportunity for MERC to enter into such retail leases in the Convention Center; and

NOW, THEREFORE, the parties agree as follows:

1. Effective Date.

The effective date of this Amendment is December 1, 2003.

2. Exclusive Concessions and Catering Rights.

Paragraph 5 of the Agreement entitled "Exclusive Concessions and Catering Rights" is hereby amended to add the following section:

H. The exclusive rights granted under this Agreement to the Concessionaire are not intended to be, and shall not be construed as preventing or prohibiting MERC or Metro from entering into retail leases at the Convention Center as follows:

- 1) Retail leases and licenses which allow the retailer to sell prepackaged food, beverages (alcoholic and non-alcoholic), candy, wine, and similar products; and

- 2) Retail leases and licenses which allow the retailer to conduct, sell, or provide wine-tasting; and
- 3) Retail leases and licenses which allow the retailer to sell its items in satellite or portable stands or locations.

3. Remaining Terms.

All other terms and conditions of the Agreement and amendments thereto shall remain in full force and effect.

4. Entire Agreement.

This Third Amendment, the June 16, 1999 Concessions and Catering Management Agreement, the December 19, 2001 First Amendment To Food And Beverage Management Services Agreement (“First Amendment”), and the July 1, 2003 Second Amendment to the Concessions and Catering Management Agreement (“Second Amendment”), contain the complete and exclusive agreement between the parties, and are intended to be a final expression of their agreement. No promise, representation or covenant not included in the Concessions and Catering Management Agreement, the First Amendment, the Second Amendment, or this document has been or is relied upon by any party. No modification or amendment of this document shall be in force or effect unless approved by the MERC Commission.

**METROPOLITAN EXPOSITION
RECREATION COMMISSION**

**ARAMARK/GIACOMETTI
By: ARAMARK Sports and Entertainment
Services, Inc., a partner**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____