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STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION

172 Pembroke Road Concord, New Hampshire 03301
Phone: (603) 271-2411 Fax: (603) 271-3553 E-Mail: nhparks@dncr.nh.gov
Web: www.nhstateparks.org

November 8, 2021

His Excellency, Governor Christopher Sununu
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, Cannon Mountain to amend an existing contract with Boston Culinary Group, Inc. d/b/a Centerplate (Centerplate Concessionaire) of Stamford, CT for the operation of food concession and catering services at Cannon Mountain Ski Area and The Flume Gorge Visitors' Center by extending the contract end date from May 16, 2023 to May 16, 2024, while retaining the option to renew for a 3-year period, effective upon Governor and Executive Council approval. The current contract was approved by Governor and Executive Council on May 16, 2018, Item #55.

EXPLANATION

Centerplate (formerly Boston Culinary Group and now a wholly owned subsidiary of Sodexo) through three successful bid contract awards and approved contract renewal extension options has been since 2005, the contracted food and beverage provider at Franconia Notch State Park (FNSP) and Cannon Mountain Aerial Tramway & Ski Area. In particular, a contract amendment and extension was approved by the Executive Council in 2009 to allow as part of the renewal, a \$200,000 capital expenditure and improvement investment by Centerplate and extension of terms through October 2014. The most recent 5-year contract and 3-year mutual renewal option was bid, awarded, and approved in 2018 by the Executive Council based largely upon Centerplate's past performance, global resources, and a new plan of capital expenditure and improvement investment of \$550,000.

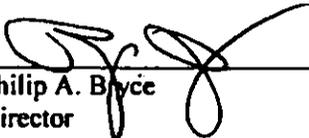
The impact that the COVID-19 pandemic has had on the food and beverage operations at FNSP and Cannon Mountain Serial Tramway & Ski Area has been far-reaching and devastating to Centerplate, with revenue losses of 62% between March and April 2020 (*early ski season closure*), 78% between May and October 2020 (*capacity reductions at Flume Gorge and cancellation of summer Aerial Tramway ops*), and 35% between November 2020 and April 2021 (*indoor capacity reductions and cancellation of winter Aerial Tramway ops*). The aggregate revenue loss was 52% versus prior year performance.

Centerplate reached out to DNCR in July 2020 seeking financial relief in the form of specific contract revenue payment term revisions in order to mitigate, as evidenced by the numbers above, substantial projected losses throughout the 2020 summer season and 2020/21 winter season. Contract revision requests to change revenue payment terms were denied by DNCR. A meeting with Centerplate executives was held at DNCR in January 2021, and an agreement was made that in lieu of providing direct financial relief via revenue payment revisions, and in seeking to continue good-faith business dealings with its longtime partner, DNCR would request a contract amendment in the form of a one-year extension, with no revisions to the revenue payment terms or percentages contained in the current agreement. This term

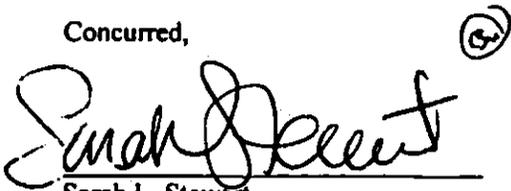
period extension will allow Centerplate to amortize its capital investment plan over a longer period of time in order to protract its cost schedule, thus reducing period costs to offset revenue losses.

The Attorney General's Office has reviewed and approved this contact amendment as to form, substance and execution.

Respectfully submitted,


Philip A. Bryce
Director

Concurred,


Sarah L. Stewart
Commissioner

AMENDMENT TO CONCESSION CONTRACT

This Amendment to Concession Contract (this "Amendment") is made and entered into as of the .9th day of August, 2021, by and between the Commissioner of the Department of Natural and Cultural Resources of the State of New Hampshire authorized through the Director of the Division of Parks and Recreation (the "State") and Boston Culinary Group, Inc. d/b/a Centerplate ("Concessionaire" and together with State, the "Parties" and each a "Party").

WHEREAS, State and Concessionaire are parties to that certain Concession Contract dated April 20, 2018 (as amended through the date hereof, the "Agreement") for concessions operations at the Cannon Mountain Ski Area and Franconia Notch State Park.

WHEREAS, in light of the impact that the novel coronavirus COVID-19 pandemic, ongoing as of the date of this Amendment, has had on the food and beverage operations at Client's facility, the Parties desire to modify certain financial terms therein, all as set forth in this Amendment.

NOW, THEREFORE, in consideration of the premises and of the mutual premises contained herein, State and Concessionaire hereby agree as follows:

A. Defined Terms. Unless the context otherwise requires, and except as expressly modified herein, the capitalized terms used but not defined herein shall have the meanings assigned thereto in the Agreement (such definitions to be equally applicable to both the singular and plural forms of the terms defined).

B. Amendments. The Agreement is hereby amended as follows:

1. Term. Section 2 of the Agreement is hereby deleted in its entirety and replaced with the following:

"The term of this contract shall be six (6) years from the date of the Governor and Executive Council approval, with the Concessionaire's option to renew for an additional three (3) year period, said renewal also subject to Governor and Executive Council Approval, and provided the Concessionaire provide the State of notice of its intent to exercise this right at least 180 days prior to the end of the 5-year term.

In the event that the Concessionaire elects to renew the Agreement for an additional three-year term and that request is denied by the Governor & Executive Council, then the State shall be responsible to reimburse to the Concessionaire for 3/8ths of the cost of capital improvements borne by the Concessionaire during the life of this Agreement as set forth in Paragraph 10, Capital Investment. In no event shall this reimbursement exceed \$112,500."

C. Except as expressly set forth in this Amendment to Concession Contract, all other terms and conditions of the Agreement shall remain in full force and effect.

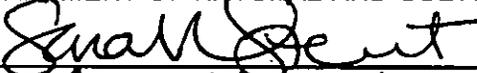
D. Construction and Headings. The language in all parts of this Amendment shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the Parties. The headings of the several sections of this Amendment are inserted for convenience

only and shall not in any way affect the meaning or construction of any provision of this Amendment.

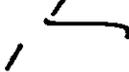
E. Counterparts; Photocopies. This Amendment may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument. Signatures may be evidenced by facsimile or photocopy and transmitted by electronic means in Portable Document Format (PDF).

IN WITNESS WHEREOF, the State and Concessionaire have duly executed this Amendment to Concession Contract on the date first above written.

NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES

By: 
Name: Sarah Stewart
Title: Commissioner

BOSTON CULINARY GROUP, INC.
D/B/A CENTERPLATE

By: 
Name: Hadi Monavar
Title: EVP & CFO

Approved as to form, substance, and execution


Michael Haley
Assistant Attorney General
NH Department of Justice

11/10/2021

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BOSTON CULINARY GROUP, INC. is a Wisconsin Profit Corporation registered to transact business in New Hampshire on August 18, 1961. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 515

Certificate Number: 0005419493



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of August A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/01/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT PHONE: POL. No. Exp: (866) 283-7122 FAX: (800) 363-0105		
	FAX: ADDRESS:		
INSURED Sodexo, Inc. Centerplate Inc. 9801 Washington Blvd., Ste 1012 Gaithersburg MD 20878 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	XL Insurance America Inc	24554
	INSURER B:	ACE American Insurance Company	22667
	INSURER C:	ACE Fire Underwriters Insurance Co.	20702
	INSURER D:		
	INSURER E:		

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 670090112802 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.

TYPE	TYPE OF INSURANCE	ACORD	NAIC	POLICY NUMBER	POLICY EFF. DATE(MM/DD/YYYY)	POLICY EXP. DATE(MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-ECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			US00075917L121A SIR applies per policy terms & conditions	11/01/2021	11/01/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$7,000,000 PRODUCTS - COMP/OP AGG \$7,000,000 Liquor Liability Limit \$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25549089	11/01/2021	11/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$4,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			US00080662L121A	11/01/2021	11/01/2022	EACH OCCURRENCE \$8,000,000 AGGREGATE \$8,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLRC68910997	11/01/2021	11/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
C	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory to MH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC ADS SCFC68911035 WI	11/01/2021	11/01/2022	<input checked="" type="checkbox"/> E.L. EACH ACCIDENT \$3,000,000 <input checked="" type="checkbox"/> E.L. DISEASE-EA EMPLOYEE \$3,000,000 <input checked="" type="checkbox"/> E.L. DISEASE-POLICY LIMIT \$3,000,000
B	EXCESS WC			WLCU68911072 OH SIR applies per policy terms & conditions	11/01/2021	11/01/2022	<input checked="" type="checkbox"/> EL Each Accident \$1,000,000 <input checked="" type="checkbox"/> EL Disease - Policy \$1,000,000

Certificate No : 670090112802

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 181, Additional Remarks Schedule, may be attached if more space is required)
 Liquor Liability is included in the General Liability Coverage with \$2,000,000 Limit Per Occurrence. RE: Cannon Mountain, NH Division of Parks & Recreation is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER	CANCELLATION
The State of New Hampshire DNCR 172 Pembroke Rd. Concord NH 03301 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc</i>



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Sodexo, Inc.	
POLICY NUMBER See Certificate Numbe 570090112802			
CARRIER See Certificate Numbe 570090112802	NAIC CODE	EFFECTIVE DATE	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

AI

Designation of Additional Insureds. It is agreed that, with respect to the insurance afforded by the above referenced policies, excluding workers' Compensation and Employer's Liability, the provisions of the policy designating who is insured thereunder have been amended to include any person or organization, the "Additional Insured", for whom the Named Insured agrees in writing to procure liability insurance, provided: a) The coverage and limits of liability afforded to such "Additional Insured" apply only to the extent required by the agreement, but in no event for coverage not afforded by the policy, nor for limits of liability greater than the insurer's liability stated in the policy declarations; b) The inclusion of more than one insured shall not increase the limits of the insurer's liability; and c) The designation hereunder of the "Additional Insured" as an insured shall be null and void during the term of any separate liability insurance policy not listed herein and procured by the Named Insured for such "Additional Insured".

Hcm #55 5/16/18
JCR
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STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION of PARKS and RECREATION
172 Pembroke Road Concord, New Hampshire 03301
Phone: (603) 271-3556 Fax: (603) 271-3553
Web: www.nhstateparks.org

May 1, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

1. Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation (Department) to enter into a contract with Boston Culinary Group, Inc. d/b/a Centerplate (Centerplate / Concessionaire) of Stamford, CT for the operation of food concession and catering services at Cannon Mountain Ski Area and the Flume Gorge Visitors' Center for a five (5) year period, commencing upon the date of approval by the Governor and Executive Council through May 16, 2023 with a Concessionaire's option to renew for an additional three (3) year period also subject to Governor and Executive Council approval.
2. Authorize the Department to utilize a portion of the commission received from the concessionaire to provide up to \$250,000 over two years (\$125,000 per year) for a \$500,000 jointly-funded capital improvement plan to include the food and beverage facilities at the Flume Gorge Visitors' Center, the Mountain Station Café at Cannon Mountain Aerial Tramway and Ski Area, and the Cannonball Pub at Cannon Mountain Aerial Tramway and Ski Area. Additionally, Concessionaire agrees to spend another \$50,000 toward a new point-of-sale system.

EXPLANATION

On July 10, 2017, the Department issued a Request for Proposals (RFP) for the operation of food concession services at Franconia Notch State Park including Cannon Mountain and the Flume Gorge Visitors' Center, advertised on the Bureau of Purchase and Property's website. Boston Culinary Group (BCG) was the sole attendee present at a mandatory on-site pre-bid meeting, and thus the only concessionaire eligible to submit a proposal. Even though the department followed the appropriate procedures for soliciting a response to the RFP, it was determined that it was in the best interest of the State to withdraw the RFP and proceed with a subsequent posting in order to more robustly solicit responses from concessionaires.

Therefore, on November 8, 2017, the Department re-issued an RFP, posted again on both the Bureau of Purchase and Property's website and the New Hampshire State Parks website, and released to both the New Hampshire Lodging and Restaurant Association and the list of food and beverage contractors that participate in the annual meeting of the National Association of State Park Directors. Two (2) concessionaires attended the mandatory on-site pre-bid meeting held on December 30, 2017. Both concessionaires submitted high quality proposals by the closing date of January 19, 2018. A review committee comprised of the Director of the Division of Parks & Recreation, the General Manager at

Cannon Mountain and Franconia Notch State Park, the Department of Natural and Cultural Resources Business Administrator and the Division of Parks and Recreation Retail Manager scored the two proposals by consensus. The selected concessionaire, Centerplate, offered the best combination of operating plans, financial and capital improvement plans, and related experience and references.

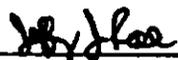
The Department and Centerplate seek a partnership through this contract based on enhancing current business volume, improving the menu and product delivery, increasing revenue generation for both parties, and making facility improvements designed to stimulate revenue and enhance visitor experience. Centerplate will pay the Department the following commissions as shown below. In addition, Centerplate will dedicate 2% of each prior year's gross income to mutually agreed-upon equipment and infrastructure improvements.

Category	Annual Revenue		Commission %
	From	To	
Food and Beverage	Zero	\$300,000	10.5%
	\$300,001	\$1,000,000	15.0%
	\$1,000,001	\$1,500,000	20.0%
	\$1,500,001	And greater	25.0%
Alcoholic Beverage	Zero	\$500,000	20.0%
	\$500,001	\$750,000	25.0%
	\$750,001	And greater	30.0%
Catering Food and Beverage			10.5%
Catering Alcoholic Beverage			10.5%

In the event that this contract is not renewed by the Governor and Executive Council at the end of (5) years, the Department shall reimburse the Concessionaire for 3/8ths of the cost of capital improvements borne by the concessionaire not to exceed \$112,500.

The Attorney General's office has reviewed and approved this contract as to form, substance and execution.

Respectfully submitted,



 Jeffrey J. Rose, Commissioner
 Department of Natural and Cultural Resources

FNSP / Cannon Mountain Food & Beverage Contract

May, 2018 - April 30, 2023 (Start date contingent upon Governor & Executive Council approval)

Scoring Panel	Philip Bryce Christopher Marino Grant Goulet John DeVivo	Director of the Division of Parks & Recreation Business Administrator for the Department of Natural & Cultural Resources Retail Manager for the Division of Parks & Recreation General Manager at Franconia Notch State Park and Cannon Mountain Ski Area
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Scoring Format	Preliminary scoring criteria	Operations Plan Financial and Capital Plan Related Experience and References
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	Consensus scoring (final) criteria	Operations Plan Financial and Capital Plan Related Experience and References
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Preliminary Scoring	Category Total
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Centerplate Ops Plan	147
Centerplate Financial & Cap Plan	110
Centerplate Experience	112
RTJ, Inc. Ops	124
RTJ, Inc. Financial	86
RTJ, Inc. Experience	88.5

Consensus Scoring (FINAL) Feb 1, 2018

Raw scores done separately and taken into account during consensus discussion

Centerplate Ops Plan	36
Centerplate Financial & Cap Plan	27
Centerplate Experience	28
Centerplate TOTAL	91

Centerplate was the selectee with a consensus score of 91

RTJ, Inc. Ops	30
RTJ, Inc. Financial	21
RTJ, Inc. Experience	22
RTJ, Inc. TOTAL	73

RTJ, Inc. was not selected with a consensus score of 73

**THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES DIVISION OF PARKS AND
RECREATION**

CONCESSION CONTRACT

This agreement, effective as of the date it is approved by the Governor and Executive Council, is between the Commissioner of the Department of Natural and Cultural Resources of the State of New Hampshire, hereunto duly authorized through the Director of the Division of Parks and Recreation, party of the first part, hereinafter called the State, and Boston Culinary Group, Inc. d/b/a Centerplate, (with offices in Franconia and Nashua, NH and Stamford, CT) hereinafter called the Concessionaire.

GENERAL PURPOSE:

It is the purpose of this Department to provide an outstanding experience for visitors and attract and retain customers at State Parks and Cannon Mountain Ski Area. The principal objective of this agreement is to assure and improve the satisfactory service and quality of merchandise at reasonable prices to the public, and to provide an additional source of revenue to the State.

1. RIGHT TO SELL/EXCLUSIVITY:

The State grants to the Concessionaire the exclusive right and privilege to operate all food and beverage (including alcohol) services at Cannon Mountain Ski Area, and Franconia Notch State Park (CM/FNSP) including the Tramway Summit Station, Peabody Base Lodge, Notchview Lodge, and the Mittersill Warming Hut as well as the same services at the Flume Gorge/Gilman Visitors' Center.

This exclusive right does not extend to the following locations; Tram Gift Shop, Flume Gorge Gift Shop, Old Man Gift Shop, Lakeside General Store/Echo Beach, Ernie's Haus, Lafayette Campground, Park Headquarters, Lafayette Brook Tract and any buildings, any venues, and locations established or built after the commencement of this Agreement.

The food service concession facilities may be increased or decreased by mutual written agreement of the Parties. If changes have a negative impact on Concessionaire's ability to produce income, those changes will be negotiated between the parties.

The State also grants to the Concessionaire the exclusive right to offer catering services for events at Franconia Notch State Park, subject to the approval of the State. Such events shall include conferences, weddings, catering, barbecue, outing, vending, and food truck services. Notwithstanding the language in this provision, the State shall have the right to allow non-profit and governmental entities the right to offer food for sale through a Special Use Permit issued by the State.

The State reserves the right to cater its own interdepartmental meetings when or if applicable or necessary at Concession Locations.

For certain promotional and / or State-based events as agreed to between CM/FNSP General Manager (GM) and Concessionaire's General Manager (G), the Concessionaire shall agree to

provide food and non-alcoholic beverages on an "at cost" and non-commissionable basis. At cost is defined as the total cost of all food, beverages, supplies, labor and benefits and miscellaneous expenses incurred in the preparation and service of the event.

2. TERMS OF CONTRACT:

The term of this contract shall be five (5) years from the date of the Governor and Executive Council approval, with the Concessionaire's option to renew for an additional three (3) year period, said renewal also subject to Governor and Executive Council Approval, and provided the Concessionaire provide the State of notice of its intent to exercise this right at least 180 days prior to the end of the 5-year term.

In the event that the Concessionaire elects to renew the Agreement for an additional three-year term and that request is denied by the Governor & Executive Council, then the State shall be responsible to reimburse to the Concessionaire for 3/8ths of the cost of capital improvements borne by the Concessionaire during the life of this Agreement as set forth in Paragraph 10, Capital Investment. In no event shall this reimbursement exceed \$112,500.

3. CANCELLATION BY CONCESSIONAIRE

This agreement shall be subject to cancellation by the Concessionaire, regardless of grounds thereof, by giving the State one hundred and eighty (180) days' written notice of cancellation, which shall include, at a minimum, the completion of the current winter (Thanksgiving to Easter) or summer (Memorial Day to Columbus Day) season.

4. TERMINATION FOR CAUSE

If a representation or warranty of either party in the Agreement is false or misleading in any material respect, or if either party breaches a material provision of this Agreement ("Cause"), the non-breaching party shall give the other party written notice of such Cause. If such Cause is not remedied within ten (10) days after receipt of such notice, in the case of failure to make any payment due, or thirty (30) days after receipt of such notice, in the case of any other Cause (unless, with respect to those Causes which cannot be reasonably corrected or remedied within such thirty (30) day period, the breaching party shall have commenced to correct or remedy the same within such thirty (30) day period and thereafter shall proceed with all due diligence to correct or remedy same) the party giving notice shall have the right to terminate this Agreement upon the expiration of such ten or thirty day period.

With respect to a default that involves an immediate risk to the health and safety of visitors and staff or a risk of damage to State property, the State reserves the right to correct that deficiency without notice to the Concessionaire.

No failure by the State to enforce any provisions hereof shall be deemed a waiver of the rights of the State to enforce each and every obligation of the Concessionaire under this Agreement.

5. RIGHT TO DECIDE:

The decision of the Commissioner relative to the proper performance of the terms of the contract shall be final and conclusive on the parties hereto, and shall be final and conclusive as to each

matter not covered in the contract and specifications that may arise in connection with the privileges granted, and also as to each matter which is not clearly covered herein.

6. ASSIGNMENT OF SUB-CONTRACT:

This agreement or any of the rights and privileges provided for herein shall not be transferred or assigned by the Concessionaire without first having obtained the written consent of the State to do so. Such consent shall be granted provided the assignee in the sole opinion of the State is in good standing, and has the financial capacity and experience to provide a level of service equal to the Concessionaire. Any assignment made without receiving the required consent, whether voluntary, involuntary or by operation of law, shall be invalid.

7. CASUALTY ADJUSTMENT:

In the event the premises or any part thereof shall be destroyed by fire or unavoidable casualty so that the same shall be thereby rendered unfit for use and habitation, then, and in such case, that portion of the Concessionaire's operation shall be suspended or abated until and if said premises have been placed in proper condition for use of the Concessionaire by the State at either the represent or an alternative location.

8. CONDITIONS AND SURRENDER OF PROPERTY:

The buildings, refreshment stands, shelters, rooms, built-in equipment and locations, or all parts thereof which are the property of the State of New Hampshire shall remain the property of the State, and upon termination of the contract by lapse of time or otherwise, the Concessionaire shall surrender possession of all said premises, and all parts thereof to the State in as good condition as said premises were when initial inspection occurred prior to being occupied by the Concessionaire under the terms of this contract, ordinary wear and tear, damage due to fire (unless caused by negligence of the Concessionaire, his agents or employees), riot, riot attending to a strike, civil commotion, windstorm, rain, hail or other acts of God excepted.

9. PURCHASE OF EQUIPMENT:

The Concessionaire shall give the State or its assignee right of first refusal if the Concessionaire desires to sell any of its equipment. Sale of said equipment shall, in any event, be for an amount not less than fair market value. All equipment not sold must be removed within fifteen (15) days following the termination of the contract.

10. CAPITAL INVESTMENT:

The Concessionaire shall make an expenditure in an amount not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00) during the course of this Agreement for the purpose of designing, purchasing, installing and construction of improvements to and in the facility. The State of New Hampshire shall match the expenditure made by the Concessionaire required under this section up to a maximum amount of Two Hundred and Fifty Thousand Dollars (\$250,000).

Said improvements shall include Cannonball Pub Capital Investment and Cannon Mountain Improvement Plan, Tram-Mountain Station Café Capital Investment, and Flume Gorge Food Court Capital Investment, the conceptual nature of these improvements as was described in

Concessionaire's Response to Requests for Proposal dated January 9, 2018. In addition, said improvements shall also include an expenditure in the amount not to exceed \$50,000, by the Concessionaire for purposes of purchasing and installing a new POS system. The expenditure for the POS system shall not be subject to a matching expenditure by the State. All improvements shall be subject to review and written approval by the State before commencement.

The Concessionaire shall be responsible for the design, purchase, installation and construction of all improvements subject to the approval of the State. The State of New Hampshire's matching contribution for cost of improvements shall be deducted on a semi-annual basis from the concession fees paid, under paragraph 33 Commissions, up to an amount of \$125,000 per year and Two Hundred Fifty Thousand Dollars (\$250,000) over the course of the Agreement.

During the term, the improvements shall remain the property of the concessionaire and shall be depreciated for the purposes of reimbursement by the State on a straight line basis over a period of ninety-six (96) months from the time each expenditure is made. Upon expiration or termination of this agreement by the Concessionaire under Section 3 or the State, under Section 4, the State shall reimburse to the concessionaire an amount equal to the then undepreciated portion of the Concessionaire's expenditures. Title to the improvements shall pass to the State only upon full completion of the first eight years of this Agreement or payment in full of the aforesaid reimbursement.

Future joint capital investment (e.g. refurbishment of the Ernie's Haus facility as a food and beverage venue) may follow, and would be subject to the agreement of both parties and approval by the Governor and Executive Council.

11. LICENSE TO USE:

The State grants to the Concessionaire a license to use the real property identified as Cannonball Pub for the purposes of providing the services provided under this Agreement. This license further provides Concessionaire the right to repair, renovate and expand the building located on the licensed area, subject to the review and approval of the State. Any such improvements shall be done consistent with all applicable State policies and procedures relating to construction of State buildings. All improvements made on State property shall be the property of Concessionaire until transferred in accordance with the provisions of Paragraph 10 of this Agreement. The term of this license shall run concurrently with the concession contract, but may not exceed a period of eight years. Licensee shall only use the licensed area for activities permitted under this Agreement. The State reserves the right to enter the License area at any time and to enforce the provisions of this Agreement within the licensed area.

12. RIGHT TO INSPECT:

The Concessionaire shall allow the Commissioner, or such person as may be designated by the Commissioner, access to the premises at all reasonable hours, for the purpose of examining and inspecting said premises, or making necessary building repairs.

13. UTILITIES:

The State shall furnish heat, electricity, and water, within the limits of present facilities served by the Concessionaire at Cannon Mountain and the Flume Gorge Visitors' Center during the

operating seasons. The installation and operation of expanded or additional services, or locations and the cost of utilities, shall be at the expense of the Concessionaire, unless otherwise agreed to by the State. In event any interruption should occur in such services, the State shall not be responsible but shall make every effort to restore service as soon as possible. Telephone service for its own use shall be the responsibility of the Concessionaire.

Concessionaire shall remove all trash generated by its operations to locations designated by the State, and such trash shall then be carted off by the State.

The Concessionaire shall perform its services in a manner that complies with the State's goals of reducing waste and energy consumption, and operate and purchase equipment in accordance with corresponding State operating policies. If equipment is purchased by the Concessionaire that utilizes State purchased utilities, the State may monitor the utility usage of the Concessionaire in performing its work and may request alterations to the Concessionaire's work or equipment to address substantial inefficiencies or concerns regarding utility consumption.

14. JANITORIAL SERVICES:

The Concessionaire shall be responsible for daily cleaning of food service areas:

TRAMWAY SUMMIT STATION: All food service, food storage and food preparation areas and areas utilized for summit barbecues.

PEABODY BASE LODGE: Pub, Food Court and all food storage and food prep areas.

NOTCHVIEW LODGE: Food service area, café dining area, food storage and food prep area.

FLUME GORGE VISITOR CENTER: The entire interior and exterior premises of the food service facility.

OTHER LOCATIONS: Upon agreement of both parties.

15. SCOPE OF JANITORIAL SERVICES:

The Concessionaire shall provide cleaning for walls, floors, windows, light fixtures, draperies and blinds in its designated areas. The Concessionaire shall also be responsible for routine cleaning and upkeep of dining room tables and chairs. The Concessionaire shall clean as often as necessary and in no case less than once a year all ventilation equipment and duct work over cooking areas. The Concessionaire shall also be responsible for maintaining high standards of sanitation in accordance with the rules and regulations promulgated by this Department and the Department of Health and Human Services.

In the event, after 7 days' notice to remedy the situation, the Concessionaire does not satisfactorily perform the janitorial services as outlined in this contract, the State reserves the right to furnish personnel and materials to carry out the necessary janitorial services and the Concessionaire shall be billed for the actual cost to the State.

Further, the term "routine cleaning" shall imply all of the provisions associated with good

housekeeping, including the furnishing of materials and supplies that may be necessary to perform this service.

The concessionaire will also ensure that the rubbish rooms, cleaning rooms, and other storage spaces made available are maintained in a neat and orderly fashion.

Regular inspections may be conducted by the Peabody Base Area Manager, Mountain Operations and Risk Manager, Facility Manager, Custodial and Grounds Supervisor, and General Manager to ensure that the Concessionaire is providing satisfactory janitorial services.

16. EQUIPMENT MAINTENANCE:

Responsibility for maintaining all food and beverage and Point of Sale related equipment utilized by the Concessionaire to perform its duties under this agreement, shall be that of the Concessionaire. All equipment furnished to the Concessionaire by the State must be returned to the State at the end of the contract term in the same condition, ordinary wear and tear accepted. Equipment, which wears out during the period of the lease, must be replaced by the Concessionaire, but will be the property of the Concessionaire with the exception of anything purchased via the Capital Reserve Fund, pursuant to Section 33, which would become property of the State of New Hampshire, Department of Natural and Cultural Resources. The Concessionaire shall provide all additional equipment it deems necessary at its own expense. The Concessionaire shall be responsible for all necessary electrical, plumbing and ventilating installations in accordance with existing State and Federal codes. Approvals of foodservice layouts proposed by the Concessionaire are subject to the approval of the State.

17. BUILDING AND PLANT:

Repairs under buildings and plants shall be responsibility of the State. Plumbing and electrical modifications for the Concessionaire's convenience shall be its responsibility and modification of existing systems is subject to the State's approval.

18. ITEMS TO BE SOLD:

All items generally sold through existing facilities shall be approved by the State. Sale of souvenir items is limited to shirts and hats and mugs / specialty glassware promoting Concessionaire's specialty brands, and all items for sale are subject to approval by the State.

19. FOOD QUALITY:

Food served shall be wholesome, palatable, and of good quality. Questions on quality will be referred to the State whose judgment in all cases shall be final.

20. PRICES:

The rates and prices charged for all items, except for Alcoholic Beverages, as covered in Section 34, sold shall be subject to prior written approval of the State. Proposed price increases shall be presented to the State for approval. In the event the State objects to any price increases proposed by the concessionaire and the parties are unable to reach an agreement as to the price, a minimum average annual increase of two and one half percent (2.5 %) shall be allowed. In approving

prices, primary consideration shall be given to the prices charged for similar merchandise furnished or sold outside the areas administered by the particular park area under similar conditions, with due regard being given to such other factors as may be deemed significant. Food prices shall be legibly posted on bulletin boards furnished by the Concessionaire at each location.

21. ACCOUNTING METHODS AND PAYMENTS:

a. Sales Records

All sales including cash, credit and debit shall be recorded through Point of Sale systems or cash registers to be provided by the Concessionaire.

b. Daily Sales Reports

A daily sales report (in duplicate) shall be prepared listing the beginning and ending dollar control readings for each register. Any corrections for errors in recording sales during the day shall be clearly explained on the sales report. The Concessionaire's forms for daily reporting must be approved in writing by the State.

c. Payment to State

Concessionaire shall provide the State with a statement of Gross Receipts for each weekly period, ending each Sunday, within eight (8) days after the conclusion of each weekly period. Within fifteen (15) days following the end of each accounting period, Concessionaire shall provide the State with a statement of Gross Receipts a copy of the Meals and Rental Tax Return (DP-14) submitted to the State Department of Revenue Administration for such accounting period, together with payment of commissions due the State with respect to such period. Each statement of Gross Receipts shall allocate commissions and Gross Receipts in accordance with the different categories as set forth herein.

d. Accounting Records

The State shall have access to all reports of Gross Receipts, including those generated by the POS equipment, utilized by the Concessionaire.

e. Audits

The State shall have the authority to audit the Concessionaire's records of Gross Receipts, under this contract, in order to protect the public interest. Such audits shall be subject to supervision by the Director of Accounts, State of New Hampshire, and shall be made necessary to protect the State.

f. Accounting Reports

The Concessionaire shall submit annually to the Commissioner, Department of Natural and Cultural Resources with a copy to the Director of Parks and Recreation, the following accounting reports for its operating locations under this agreement: The Concessionaire's independently audited financial statement of the overall Corporation.

g. Annual Financial Reporting

Data shall be submitted based upon the financial condition as of the Concessionaire's fiscal year end or the last Sunday in August. The statements will be due one hundred and twenty (120) days following the close of the accounting period. A certificate by an INDEPENDENT Certified Public Accountant will be required only as to the accuracy of revenue reported to the State of New Hampshire.

22. SIGNS:

All signs and advertising matter must be in good taste and acceptable to the State whose decision will in all cases be final.

23. PERSONNEL:

Concessionaire shall at all times maintain a staff of employees deemed adequate by the State for efficient operation of food services and for continuous policing and cleaning of food preparation, serving, and dining areas. All employees of the Concessionaire shall wear name badges and be clad in neat and clean uniforms satisfactory to the State. The Concessionaire shall employ only competent and satisfactory workers and whenever the State shall notify the Concessionaire in writing that any person employed on the premises, in its opinion, is incompetent, disorderly, unsanitary or otherwise unsatisfactory, such conditions shall be corrected, or such person shall be discharged and shall not again be employed without consent of the State. The Concessionaire shall have a competent and responsible supervisor in attendance at all times.

24. HOURS OF OPERATION:

Dates and hours of operation will be a matter of decision between the Concessionaire and the State. Because service to the public is the underlying objective, the decision of the State shall be final.

25. STATUTES, ORDINANCES, AND REGULATIONS:

The Concessionaire shall comply with the statutes and regulations of the Federal and State governments and with the ordinances, by-laws and regulations of the county and municipal governments. The Concessionaire shall also comply with the regulations of the Department of Natural and Cultural Resources.

The Concessionaire shall procure all necessary licenses and permits required in connection with the operation described herein.

26. PROVISION OF PROPERTY TAX:

The Concessionaire agrees to hold the State, including the Department of Natural and Cultural Resources, harmless with the respect of taxes levied against the premises subject to this contract as a consequence of the application of RSA 72:23, I.

The Concessionaire agrees to pay in addition to other payments hereunder all properly assessed real and personal property taxes against the premises subject to this permit in accordance with the provisions of RSA 72:23, I. In the event the Concessionaire shares a larger parcel of land

with other permittees, it shall be obligated to pay only his pro rata share of such taxes.

Failure of the Concessionaire to pay the duly assessed personal and real property taxes when due shall be cause to terminate this contract by the State. The Concessionaire shall, in addition, reimburse the State for any taxes paid by the State pursuant to RSA 72:23, 1, as a result of Concessionaire's failure to pay said taxes.

27. **FINAL AUTHORITY:**

In order to guarantee the high quality of services and merchandise provided to the public any questions relating to policies, prices, quality, cleanliness and services must be settled to the satisfaction of the State. In making his decisions, the Commissioner will be aided by members of his staff, officials of the Department of Administrative Services, the Division of Food and Sanitation, and officials of the Office of the Attorney General, State of New Hampshire.

28. **PERFORMANCE:**

The Concessionaire agrees to perform and faithfully observe and comply with all the conditions, regulations and provisions prescribed herein, and further to indemnify, save and keep harmless the State of New Hampshire its officers, agents, and employees of and from all liability, lien, judgment, costs, damages, and expense of whatsoever kind which may in any way be suffered by the State or by its said officers, agents, or employees by reason of or in consequence of the operation of the concessions herein provided for, in consequence of the privileges granted, as aforesaid, or for or on account of any act or thing done under the authority, or supposed authority, of such grant.

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

29. **RELATION TO STATE:**

It is the intent of the parties hereto that the Concessionaire shall be legally considered as an independent contractor and that neither it nor its employees shall, under any circumstances, be considered servants or agents of the State of New Hampshire, and that the State shall at no time be legally responsible for any negligence on the part of said Concessionaire, its servants, or agents resulting in either personal or property damage to any individual, firm or corporation.

30. **MEETINGS:**

Meetings may be held on a quarterly or semi-annual basis with the Cannon/FNSP General Manager (and/or the NH Parks & Recreation Director or designee) and the Concessionaire's owner or designee (as mutually agreed to). These meetings will be held to discuss operational concerns, comments and/or suggestions made by the State that arise between meetings. During these meetings the Concessionaire may also present official requests for changes in schedules, prices, portions, products, or policies, and other pertinent business, which may arise.

The Concessionaire shall be represented at a minimum by one officer or its designee of the company if a corporation, a partner if a partnership or the owner.

31. **INSURANCE:**

It is agreed that during the performance of this contract, the Concessionaire, at its sole cost and expense, and for the mutual benefit of the Concessionaire and State, shall carry and maintain the following types of insurance in the amount specified.

a. **Workers Compensation Insurance** covering the employees of the Concessionaire from any loss or damage because of liability under the workers' compensation act.

b. **Comprehensive Public Liability Insurance** against all claims for injury or death of persons, or damage of property occurring on (or which may be claimed to have occurred on) in, or about the premises Concessionaire is responsible for. Such insurance must afford minimum protection during the term of this agreement, in limits of not less than \$2,000,000 in respect to bodily injury or death to one or more persons in one or more accidents and of not less than \$500,000 for property damage.

c. **Fire Legal Liability Coverage Insurance** while buildings are occupied by Concessionaire insuring the concession premises and equipment thereon against loss or damage by fire or damage by other risks now or hereafter embraced by "Extended Coverage" so called, in amounts sufficient to protect the State's interest in the concession premises and the equipment thereon and in no amount less than the full appraised value of the buildings.

d. **Insurance Terms.** All insurance provided for in this agreement shall be affected under standard form valid and enforceable policies issued by insurers of recognized responsibility qualified to do business in New Hampshire.

On the date of execution of this agreement and thereafter not less than fifteen (15) days prior to the expiration dates of policies previously affected pursuant to this section, originals or copies of all insurance certificates shall be delivered by Concessionaire to the State. All policies of insurance provided for herein shall name the State and Concessionaire as parties insured as their respective interests may appear. Each such policy shall contain a provision that no act or omission of Concessionaire shall affect or limit the obligation on the insurance company so as to pay the amount of any loss sustained, and an agreement by the insurer that such policy shall not be canceled or modified without at least ten (10) days prior written notice to the State.

e. **Liquor Liability Insurance.** The Concessionaire will provide Liquor Liability Insurance.

32. **PERFORMANCE/SURETY BOND:**

Upon execution of this contract, the Concessionaire shall provide the State with a performance/surety bond assuring payments to the State under this contract. Such bond shall be in the face amount, which shall be equal to 150% of the highest estimated monthly compensation accruing to the State under this contract, and shall be countersigned by a New Hampshire resident licensed to act as an insurance agent in this State.

33. **COMMISSIONS:**

Category	Annual Revenue From	To	Commission %
Food and Beverage	Zero	\$300,000	10.5%
	\$300,001	\$1,000,000	15.0%
	\$1,000,001	\$1,500,000	20.0%
	\$1,500,001	And greater	25.0%
Alcoholic Beverage	Zero	\$500,000	20.0%
	\$500,001	\$750,000	25.0%
	\$750,001	And greater	30.0%
Catering Food and Beverage			10.5%
Catering Alcoholic Beverage			10.5%

The above commissions will be paid as a percentage of Gross Receipts (total revenues less sales taxes, gratuities, service charges, administrative charges, credit / debit card fees, employee discounts, internal catering, items sold at cost and/or discounts requested by the State). Gross Sales will include the gross receipts from third party subcontractors and not the gross receipts generated by the subcontractors.

A 50% discount off the ordinary retail prices, excluding pre-packaged goods, shall be offered to Cannon/FNSP paid staff and volunteers in good standing, and commissions will be waived on those sales.

The Concessionaire shall dedicate two percent 2.0% of prior year Gross Receipts to a Capital Reserve Fund for new, replacement and minor refurbishment of the food and beverage equipment and facility improvements as mutually agreed upon.

In the event that this contract is either terminated by either party or not renewed by the Concessionaire, or the renewal is not approved by the Governor and Executive Council, the remaining balance of the Capital Reserve Fund shall be transferred to the State by the Concessionaire.

34. PRICES OF ALCOHOLIC BEVERAGES:

The price charged for approved alcoholic beverage items shall be subject to the written approval of the State. In approving prices, primary consideration shall be given to the prices charged for similar beverages furnished and sold under similar conditions outside the area administered by the park, with due regard being given to such other factors as may be deemed significant. Alcoholic beverages prices shall be legibly posted on bulletin boards furnished by the Concessionaire at sale location except in Pub operations where a handout or menu of prices will be available for perusal.

35. ACCOUNTING METHODS AND PAYMENTS FOR ALCOHOLIC BEVERAGES:

All gross income received by the Concessionaire for the sale of alcoholic beverages shall be recorded by cash registers equipped with a separate key for alcoholic beverages or by a separate register.

In any event the documentation of sales of alcoholic beverages must meet the approval of the State. The Concessionaire shall furnish the State with a copy of all reports and statements filed with the State Liquor Commission.

36. DATES AND HOURS OF OPERATION FOR ALCOHOLIC BEVERAGES:

Alcoholic beverages shall be sold to the general public at designated locations approved in writing by the State.

Dates and hours of operation shall be established by a directive from the State and such hours of operation shall be adhered to providing that the mountain manager may authorize the closing of the Concessionaire's operation if in his judgment such closing is in the best interest of the State.

37. STATUTES, ORDINANCES, AND REGULATIONS FOR ALCOHOLIC BEVERAGES:

The Concessionaire shall comply with all applicable statutes, ordinances, and regulations as set forth by the New Hampshire State Liquor Commission for the sale of alcoholic beverages at ski areas; and furthermore, the Concessionaire shall procure all necessary licenses and permits required in connection with the sale of alcoholic beverages that will allow for functions at any FNSP/Cannon Mountain location.

38. PERFORMANCE FOR ALCOHOLIC BEVERAGES:

In addition to Section 28 on performance contained in this contract, the Concessionaire shall further be required to provide all necessary monitoring of the sale and consumption of alcoholic beverages.

39. DOCUMENTATION FOR COMMISSIONS

The sales of food, alcoholic beverage sales and catering shall each be documented separately from the other.

40. SALE OF CONCESSIONAIRE PRODUCTS:

At the sole discretion of the Commissioner or designee, employees of the State may be made available to the Concessionaire for their services in selling food and beverage products for the Concessionaire. Under no circumstances shall an employee of the State be involved with the sale of alcoholic beverages.

41. SAVE HARMLESS AGREEMENT FOR STATE EMPLOYEES:

The Concessionaire agrees that it shall not hold the State or State employees described in paragraph 40 accountable to it for any losses in money, merchandise, or other property relative to the application of this contract. The Concessionaire agrees that such employees shall remain subject to all State rules and regulations applicable to other state employees.

42. AMENDMENTS:

Given the approval of the Governor and Executive Council, and without the need for additional consideration, the State and Concessionaire may amend this contract upon mutual agreement. The amended provision shall be incorporated in writing into this contract.

43. EQUAL OPPORTUNITY:

Concessionaire shall not, in the employment of any person or in the providing of services, discriminate on the basis of age, race, color, sex, national origin, creed, or handicap.

44. CONDITIONAL NATURE OF AGREEMENT:

Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including, without limitations, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this agreement immediately upon giving the Concessionaire notice of such termination.

45. CONSTRUCTION OF AGREEMENT AND TERMS:

This agreement shall be construed in accordance with laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The captions and contents of the "subject" blank are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties hereto.

46. MARKETING:

The Concessionaire may also work closely with the State to enhance its marketing efforts and offer more special functions during and after regular operating hours.

All promotional product sales and other marketing activities by the Concessionaire, and any media contact with respect to Cannon Mountain Ski Area, Franconia Notch State Park and under this agreement must be coordinated with, and agreed to, by the General Manager.

47. RECYCLABLE AND BIODEGRADABLE SERVING MATERIALS:

The Concessionaire shall utilize serving supplies produced from recyclable or biodegradable materials. Concessionaire shall work out a mutually agreeable solid waste reduction program for solid waste generated by the Concessionaire's operations.

48. ENTIRE AGREEMENT:

This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this

Agreement shall not be construed to confer any such benefit.

SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

49. DISPUTE RESOLUTION:

In the event of any dispute governing the interpretation of or performance of any party under the Agreement, including an Event of Default, the provisions of this section shall govern. Prior to the filing of any formal proceedings with respect to a dispute, the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted by this Agreement, at law or in equity.

The parties shall use all reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

Dispute Resolution Responsibility and Schedule Table

Level	Concessionaire	The State	Cumulative Allotted Time
Primary	General Manager	General Manager	5 business days
Secondary	Regional VP	Director	10 business days
Tertiary	Executive VP	Commissioner	15 business days

The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is delivered to the other party. Subsequent allotted time is days from the date that the original Invoking Party's notice is delivered to the other party. Either party shall maintain the right to receive notice of breach pursuant to Section 4 of this Agreement.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF the parties have caused this instrument to be executed on the date(s) so indicated.

Paul Panero 4/20/18
Witness Date

[Signature]
Boston Culinary Group, Inc.
d/b/a Centerplate
Duly Authorized

State of Connecticut

County of Fairfield

On this the 20th day of April 2018, before me
Jill Crowe, the undersigned officer, personally appeared
Hadi K. Menavar, known to be (or satisfactorily proven) to be the person subscribed
to the within instrument and acknowledged that (s)he executed the same for the purposes therein
contained.

[Signature]
Justice of the Peace/Notary Public
JILL CROWE

NOTARY PUBLIC - CONNECTICUT
MY COMMISSION EXPIRES MAY 31, 2022

[Signature] 5/1/18
Witness Date

[Signature]
Philip A. Bryce, Director
NH Division of Parks & Recreation

[Signature] 5/1/18
Witness Date

[Signature]
Jeffrey J. Rose, Commissioner
NH Department of Natural and Cultural
Resources

Approved as to form, substance and execution:

[Signature] 5/1/18
Attorney General's Office Date

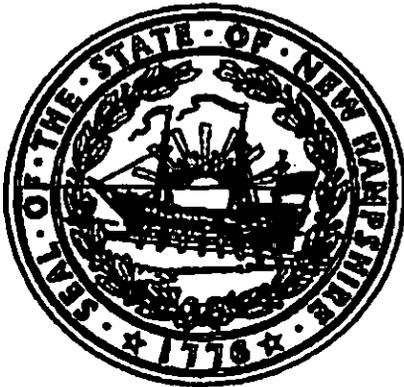
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BOSTON CULINARY GROUP, INC. is a Wisconsin Profit Corporation registered to transact business in New Hampshire on August 18, 1961. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 515

Certificate Number: 0004057967



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of March A.D. 2018.

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name: BOSTON CULINARY GROUP, INC.	Business ID: 515
Business Type: Foreign Profit Corporation	Business Status: Good Standing
Business Creation Date: 08/18/1961	Name in State of Incorporation: BOSTON CULINARY GROUP, INC.
Date of Formation in Jurisdiction: 08/18/1961	
Principal Office 1 Address: Attn: Licensing, Greenville, SC, 29615, USA	Mailing 1 Address: 1 Independence Pointe Ste 305, Attn: Licensing, Greenville, SC, 29615, USA
Citizenship / State of Incorporation: Foreign/Wisconsin	
	Last Annual Report Year: 2018
	Next Report Year: 2019
Duration: Perpetual	
Business Email: megan.parham@centerplate.com	Phone #: 864-248-2013
Notification Email: megan.parham@centerplate.com	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / FOOD & BEVERAGE CONCESSIONS (1997 AR)	

Page 1 of 1, records 1 to 1 of 1

Registered Agent Information

Name: CORPORATION SERVICE COMPANY

Registered Office Address: 10 Ferry Street S313, Concord, NH, 03301, USA

Registered Mailing Address: Not Available

Trade Name Information

Business Name	Business ID	Business Status
CRANMORE PUB (/online/BusinessInquire/TradeNameInformation? businessID=253440)	105612	Expired
The Lift Pub (/online/BusinessInquire/TradeNameInformation? businessID=361084)	547666	Expired
FLUME CAFE (/online/BusinessInquire/TradeNameInformation? businessID=598956)	773911	Active
CANNONBALL PUB (/online/BusinessInquire/TradeNameInformation? businessID=598958)	773913	Active

Trade Name Owned By

Name	Title	Address
------	-------	---------

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
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No records to view.

- Filing History
- Address History
- View All Other Addresses
- Name History
- Shares
- Businesses Linked to Registered Agent
- Return to Search
- Back

CORPORATE RESOLUTION

I, KEITH KING, hereby certify that I am duly elected Secretary of Boston Culinary Group, Inc. . I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March 25, 2013 at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Hadi Monavar, Executive Vice President and Chief Financial Officer, is duly authorized to enter into contracts or agreements on behalf of Boston Culinary Group, Inc. with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire all such limitations are expressly stated herein.

DATED: 7/26/2018

ATTEST: Keith King



Angela M. Sloan
Angela M. Sloan
My Commission Expires
May 12, 2021



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
03/30/2018

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2000 ATLANTA, GA 30326 A/c: Ad Potter Fax: 854-242-1175	PHONE (A/C No., Ext.)	COMPANY Liberty Mutual Insurance Company
FAX (A/C No.)	EMAIL ADDRESS	
CODE:	SUB CODE:	
AGENCY CUSTOMER I.D.#		
INSURED Boston Culinary Group, Inc. c/o Caterplate 2157 Atlantic Street Stamford, CT 06902	LOAN NUMBER	POLICY NUMBER YAC-LSL-465882-017
	EFFECTIVE DATE 05/01/2017	EXPIRATION DATE 05/01/2018
	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:		

PROPERTY INFORMATION

LOCATION/DESCRIPTION R/c Unit 61250 Caron Mountain
--

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION	PERILS INSURED	BASIC	BROAD	X SPECIAL	AMOUNT OF INSURANCE	
					AMOUNT OF INSURANCE	DEDUCTIBLE
Blanket Bldg & PP All Risk of direct physical loss or damage to real and personal property on a replacement cost basis, subject to policy terms, conditions and exclusions. Coverage includes, but is not limited to fire, extended parts such as vandallism, malicious mischief, flood, earthquake and boiler & machinery.					5,000,000	100,000
Business Income Specific sublimits apply to certain catastrophic perils such as Earthquake, Flood and Named Windstorm. Loss limit shown does not reflect these sublimits.					10,000,000	
Other deductibles may apply per policy terms and conditions						

REMARKS (including Special Conditions)

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST ATL-004091702-11	<input type="checkbox"/> ADDITIONAL INSURED	<input type="checkbox"/> LENDER'S LOSS PAYABLE	<input checked="" type="checkbox"/> LOSS PAYEE
NAME AND ADDRESS State of New Hampshire Department of Natural and Cultural Resources 172 Pembroke Road Concord, NH 03301	MORTGAGEE LOAN #		
	AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>		