Amendment No. 4

to

Contract No. MA 8200 NA120000154

for

Catering and Concession Services

between

Levy Premium Foodservice, L.L.C.

and

The City of Austin

1.0 The City hereby amends the above-referenced Contract (hereinafter "Contract" or "Agreement") as follows. This change is effective from the date of the last signature on this amendment through September 30, 2022:

1.1 Section 9.5.1.1, fourth sentence which specifies: The Contractor shall submit agreed upon questions to the Contract Manager by July 1st of each year.

Is amended to: The Contractor shall submit agreed upon questions to the City Contract Manager by May 1st of each year.

2.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Contract.

Signature: _____

Printed Name: Rob Ellis, Treasurer

Authorized Representative
Levy Premium Foodservice, L.L.C.

11/21/2019
Date

Signature: Cyrenthia Ellis

Printed Name: Cyrenthia Ellis

Cyrenthia Ellis
Procurement Manager
City of Austin

12/2/2019
Date

Amendment No. 3 to
Contract No. MA 8200 NA120000154
for
Catering and Concession Services
Between
Levy Premium Foodservice, L.L.C. ("Contractor")
and the City of Austin

1.0 The above referenced Contract (hereinafter "Contract" or "Agreement") is hereby amended as follows. These changes are effective from the date of the last signature on this amendment through September 30, 2022:

1.1 Insert under Article I, Definitions: **Executive Personnel** means Contractor employees from Contractor's Corporate Office that are not part of the Essential Management Positions as noted in 8.1.3 and whose sole purpose will be to transition responsibilities to Contractor's newly appointed General Manager.

1.2 Insert under Article I, Definitions: **Marketing Research, Development, and Design** means developing and testing new catering concepts, innovative changes, or updates to existing catering concepts. These concepts may be applicable under the Marketing and Promotion fund for up to one year before becoming a standard offering. Unless otherwise authorized by the Director in writing, once a standard offering, these concepts will become a Direct Operating Cost.

1.3 Insert under Article I, Definitions: **Marketing and Promotional Products and Services** means products/items, services, custom printed materials, or sales collateral that are branded with Austin Convention Center Catering Logo/Austin Convention Center/Palmer Events Center Logo and used for the marketing and promotion of the Center facilities or Catering and Concession Services at Center facilities.

1.4 Insert under Article I, Definitions: **Planned User Services** means those services provided by Contractor that provide and deliver professional, high-quality assistance to the User before, during, and after a Catering Event. Planned User Services may include, but not be limited to, User welcome/appreciation gifts/baskets or providing the User with complimentary product(s)/service(s) or upgraded/enhanced product(s)/service(s) for the event, any on-site User sponsored food and beverage, or travel for site visits to an upcoming event scheduled at the Center facilities to enhance customer experience.

1.5 Section 1.20 is deleted in its entirety and replaced as follows: **Novelty Services** means catering-related services provided by the Contractor that are not considered part of Contractor's daily operations or standard services. Novelty Services may include, but not be limited to, fulfilling a User's unique or one-of-a-kind catering-related request.

1.6 Section 7.1 is deleted in its entirety and replaced as follows: Contractor's Office and Storage Space. In addition to the space to be designated pursuant to Article V, the City shall make available to Contractor (a) office space, adequate in all respects for Contractor's accounting, record keeping, sales, office operations, and money counting functions; (b) reasonable storage and commissary space for stock and equipment; provided however that City shall not be responsible for any office support, office equipment or office supplies. Contractor may not use the City's equipment or office supplies. The City will provide space in each data wiring closet for Contractor's network equipment in order to enable delivery of Contractor network connectivity to its employees; and (c) temporary office space for Executive Personnel under same terms as (a) and (b) above for the period of time stipulated in 8.1.4 and at a location designated by ACCD.

1.7 Section 7.3 is deleted in its entirety and replaced as follows: Parking. The City shall provide up to thirty

(30) complimentary parking spaces for Contractor's employees. The number of spaces may be adjusted on an annual basis upon the written mutual agreement of the City and Contractor. The City will charge Contractor a discounted rate of $5.00 per parking space per daily usage for additional spaces.

1.8 Section 8.1.4 is added as follows: Effective from the hire date of the new General Manager, Contractor may temporarily assign one of its Executive Personnel to assist with the transition of responsibilities and duties to the newly appointed General Manager. This temporary assignment of Contractor's Executive Personnel shall be for a period up to, and not to exceed a full year (12 calendar months), to ensure seamless transition of duties. At the end of the full year, it is understood that the transition of responsibilities and duties to the new General Manager are completed and the temporary assignment of the Contractor's Executive Personnel is at an end. The City's obligation to provide temporary office space and parking for the Executive Personnel shall also be at an end. The City may make available to Executive Personnel office space as specified in 7.1 and parking as specified in 7.3. Contractor is responsible for all Executive Personnel requirements, including, but not limited to, salary, travel costs, office support, office equipment, and office supplies.

1.9 Section 9.5.1.1 is deleted in its entirety and replaced as follows: User Survey. The total number of points possible for the User survey is 50 points. The number of points awarded will be based upon the User survey responses about Center services delivered for the Accounting Year. The Director and Contractor must agree on the particular survey questions and format. Contractor shall submit agreed upon questions to Contract Manager by July 1 of each year. The City will engage a third party to conduct surveys of Center Users and reserves the right to conduct due diligence to verify the results and any customer/User comments. The survey will rate Contractor's services in these categories, but not be limited to: Food and Beverage, Sales and Planning Services, Culinary Services, and Execution of Overall Food and Beverage Experience. The survey questions will be rated on the scale of 1 to 5 as follows:

Very Poor = 1, Poor = 2, Fair = 3, Good = 4, Excellent = 5

The score will be derived from the survey report: ACCD Food and Beverage Report; under "Scores by Fiscal Year"; the "ACCD Food and Beverage Combined Score".

The points for the User Survey portion will be allocated as follows:

ACCD Fiscal Year Average Score:
4.50 and up = 15 points
4.05 to 4.49 =10 points
3.50 to 4.04 =5 points
3.49 or less = 0 points

Then for each of the seven individual questions that roll-up into the combined score, and points awarded:
4.25 and up = 5 points
4.24 or less = 0 points

In addition, if a survey respondent provides negative feedback (rated as fair or below), the Contractor is required to investigate the survey respondent's negative comments and provide information to Director, or designee, as to the reason for such comments, and, if applicable, what has been or will be done to resolve the issue and prevent similar situations from occurring in the future.

1.10 Section 9.5.1.3 is deleted in its entirety and replaced as follows: Submission of Documents and Reports. The total number of points possible for submission of documents and reports is 10 points. Within thirty (30) days of the Effective Date of this Agreement (or such other time as the Contractor and Director may mutually agree), the Contractor and Director shall set forth a list of critical reports and documents required for submittal by Contractor pursuant to this Agreement, such list being identified solely for purposes of calculation of the Incentive Fee herein (hereinafter, the "Critical Documents and Reports"). For every one of the Critical Documents and Reports which Contractor is required to submit to the City that is submitted more than two (2) business days late, the City will deduct one (1) point for each late Critical Document and Report from the total of 10 possible points. Contractor shall also provide a written explanation of why the report is late or has not been submitted, and if deemed acceptable to the Director (e.g. events beyond the control of

Contractor or other excusable delay), the Director, at his/her sole discretion, may reinstate the deducted points for purposes of calculation of the Incentive Fee herein. Notwithstanding any provision to the contrary in this Agreement, in the event delivery of any required document or report (including the Critical Documents and Reports) would occur on a weekend or holiday, the required delivery date for such document or report shall automatically be deemed to be the next business day (as commonly recognized by FDIC insured banks in the City of Austin).

1.11 Section 10.3.9 is deleted in its entirety and replaced as follows: Office supply costs, including business cards, labels (unless tied to a specific event/client request), the cost of point of sale supplies, copier supplies, postage, and printing costs.

1.12 Section 11.1.2 is deleted in its entirety and replaced as follows: Marketing and Promotion Fund. This fund shall be used exclusively for costs associated with the promotion and marketing of 1) Center facilities and 2) Catering and Concession Services at Center facilities to increase brand awareness, competitiveness, innovation, and enhancing the User's or attendee's experience. Typical expenditures from this fund include, but are not limited to, Marketing and Promotional Products and Services, Novelty Services, and Planned User Services.

In addition, recognizing that it is imperative to remain competitive and innovative, the Marketing and Promotion fund can be used for Marketing Research, Development, and Design concepts.

The expenditures related to these concepts shall be included in the Quarterly Marketing and Promotional Plan and have written approval from the Director, or designee, and Assistant City Manager prior to making purchases toward the development of these concepts. Any qualifying expenses that exceeded the anticipated amount, or were not included in the applicable Quarterly Marketing and Promotions Plan, shall be submitted for approval in writing, post-event within sixty (60) days, to the Director or his/her designee in order to be reimbursed. All purchases from this fund shall be as outlined in Section 16.2.

2.0 All other terms and conditions remain the same.

AUTHORIZED SIGNATURES

Michael T. Perlberg
Secretary
Levy Premium Foodservice, L.L.C.
980 N. Michigan Avenue, Suite 400
Chicago, IL 60611

9/21/2017
Date

Matthew Duree
Procurement Supervisor
City of Austin
Purchasing Office

9-22-17
Date

APPROVED AS TO FORM

Leela Fireside
Attorney Senior
City of Austin

9-22-17
Date

Amendment No. 2
to
Contract No. MA 8200 NA120000154
for
Catering and Concession Services
Between
Levy Premium Foodservice, L.L.C. ("Contractor")
and the
City of Austin

1.0 The above referenced Contract (hereinafter "Contract" or "Agreement") is hereby amended as follows. These changes are effective from the date of the last signature on this amendment through September 30, 2022:

1.1 Section 4.1.1 is deleted in its entirety and replaced as follows:
Contractor shall have the exclusive right to provide the Catering Sales and Concession Sales at the ACC in its own capacity or through a Subcontractor. Contractor shall have non-exclusive rights to provide Catering Sales at the PEC in its own capacity or through a Subcontractor and exclusive rights to provide Concession Sales at PEC. The Contractor's provision of Catering Sales and Concession Sales at the ACC and the PEC, in its own capacity or through a Subcontractor, shall be subject to and in accordance with Sections 4.1.2 and 4.1.3 of this agreement. Contractor and Subcontractors must receive the Director's written approval of each gift and novelty item prior to sale. The Director's approval of the sale of items bearing the Center's logo shall be based on the design, quality, and workmanship of each item and the approval shall not be unreasonably withheld. Gifts and novelties for special events are not within the exclusive right of Contractor under this agreement. Contractor, on behalf of the City, shall solicit and select Subcontractors to provide the Catering Sales and Concession Sales at the ACC and the PEC. Contractor shall manage the activities of each Subcontractor on behalf of the City in accordance with an agreement that shall be by and between the City, Contractor, and Subcontractor.

1.2 Section 4.1.3 is deleted in its entirety and replaced as follows:
Subject to the terms herein in this Section 4.1.3, the City reserves the right to allow User(s) to employ an Outside Caterer or Concession Sales and Services provider at the PEC, on the condition that the Outside Caterer or Concession Sales and Services provider(a) shall, without relying on the use of the Center's kitchen facilities or equipment, provide all prepared food, nonalcoholic beverages, equipment and small wares necessary to perform and complete its catering function at the Center and (b) the Outside Caterer or Concession Sales and Services provider shall not provide any

alcoholic beverage services for the event (such rights being exclusively retained by Contractor) unless the City and Contractor otherwise expressly agree in writing. Any agreement between Contractor and Outside Caterer or Concession Sales and Services provider for an event at the PEC will require Contractor to collect a twenty percent (20%) administrative fee from User(s) for each event based on how much such event would cost to User if Contractor had catered the event, calculated from Contractor's published menu pricing of food and non-alcoholic beverages. For clarification, Contractor holds exclusive rights for alcohol and beverage service due to permitting rights. Outside Caterer or Concession Sales and Services provider shall be required to purchase alcohol from Contractor at normal retail pricing. A Subcontractor may not also be an Outside Caterer during the term of its subcontract.

1.3 Section 4.8 first two sentences are modified as follows: During the Accounting Year, Catering and Concession services are available to the City in the Center for up to twenty-four (24) City sponsored events at up to forty percent (40%) off of the retail cost, which shall be treated as Gross Revenues. All City sponsored events require prior written approval of the Director or Assistant Director.

1.4 Section 8.5.2 is deleted in its entirety and replaced as follows: Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractor may offer health insurance with optional family coverage for all Contractor employees directly assigned to this Agreement. If Contractor provides health insurance, written proof of the health care plan shall be provided within thirty (30) days of the Effective Date.

1.5 Section 9.4.1.1 is deleted in its entirety and replaced as follows: The Periodic Fixed Fee shall be adjusted annually, by the same percentage change, if any, in the CPI (as defined in Section 9.4.1.2) (hereinafter, a "CPI Adjustment").

1.6 Section 9.4.1.2 is deleted in its entirety and replaced as follows: The CPI Index Number ("CPI") to be used for each CPI Adjustment to the Fixed Fee, shall be August 2012 ("Base Month"). For each subsequent year, the CPI Adjustment shall be calculated by comparing the difference between CPI in the Base Month and the CPI in August of the then-current Accounting Year and calculating the percentage change. Such CPI Adjustment will be applied to the original Periodic Fixed Fee effective the next Accounting Year to create the adjusted Periodic Fixed Fee for the next twelve (12) months. Any change to the Periodic Fixed Fee shall be based solely on information obtained from the following:

Bureau of Labor Statistics Data at www.bls.gov/data/

The Consumer Price Index for All Urban Consumers (Current Series)
Series ID: CUUR0000SA0
Area: U.S. City Average

1.7 Section 9.4.1.3 is deleted in its entirety and replaced as follows: The following illustrates the computation of adjustment to the

Periodic Fixed Fee:
A= Index for the Base Month
B =Index for August of the then current Accounting Year
C =Original Periodic Fixed Fee

$\frac{B-A}{A}$ x 100% = Percent of allowable price change.

Percent of allowable price change x C = dollar amount of allowable price change.

Dollar amount of allowable price change + C = The adjusted Periodic Fixed Fee effective the next Accounting Year.

1.8 Section 9.4.1.4 is deleted in its entirety and replaced as follows: During the term of the Agreement, the cumulative requested price changes shall not exceed twenty-five percent (25%) of the Periodic Fixed Fee as of the Effective Date of the Agreement; a maximum of $50,000 per Agreement Term.

1.9 Section 9.5.1.1 is deleted in its entirety and replaced as follows: The total number of points possible for the User survey is 40 points. If the User survey generates less than a 30% return rate, Contractor is required to submit documentation on the efforts taken to maximize the number of surveys returned. The Director has the sole (but reasonable) discretion to determine if the efforts taken were sufficient. The number of points awarded will be based upon the User survey responses about Center services delivered for the Accounting Year. The Director and Contractor must agree on the particular survey questions and format. The Contractor agrees to engage a qualified third party to conduct monthly surveys of all Center Users, the costs of which shall be a Direct Operating Cost. The City reserves the right to conduct due diligence to verify the results and any customer/User comments. The survey will rate Contractor's services in these categories: planning process, food and beverage, and management level staff areas. No points will be awarded for the survey unless the aggregated survey results and calculations are provided to the City within thirty (30) days of the end of the Accounting Year unless the parties otherwise mutually agree and subject to reasonable delay upon the occurrence of a Force Majeure event or a Significant Event. The survey questions will be rated on the scale of 1 to 5 (5 being Excellent).

The overall average score will be calculated as follows:

a. Total of all individual question scores from the received surveys
b. Total of number of received surveys multiplied by total number of survey questions
c. Overall average score = a divided by b.

Contractor and Director shall annually reevaluate the scoring system, adjust and/or add category level targets as needed.

The points for the User Survey portion will be allocated as follows

Overall Average Score	Points
4.55 and up	40
4.05 - 4.54	30
3.50 – 4.04	20
< 3.50	0

1.10 Section 9.5.1.3 is deleted in its entirety and replaced as follows: The total number of points possible for submission of documents and reports is 20 points. Within thirty (30) days of the Effective Date of this Agreement (or such other time as the Contractor and Director may mutually agree), the Contractor and Director shall set forth a list of critical reports and documents required for submittal by Contractor pursuant to this Agreement, such list being identified solely for purposes of calculation of the Incentive Fee herein (hereinafter, the "Critical Documents and Reports"). For every one of the Critical Documents and Reports which Contractor is required to submit to the City that is submitted more than two (2) business days late, the City will deduct one (1) point for each late Critical Document and Report from the total of 20 possible points. Contractor shall also provide a written explanation of why the report is late or has not been submitted, and if deemed acceptable to the Director (e.g. events beyond the control of Contractor or other excusable delay), the Director, at his/her sole discretion, may reinstate the deducted points for purposes of calculation of the Incentive Fee herein. Notwithstanding any provision to the contrary in this Agreement, in the event delivery of any required document or report (including the Critical Documents and Reports) would occur on a weekend or holiday, the required delivery date for such document or report shall automatically be deemed to be the next business day (as commonly recognized by FDIC insured banks in the City of Austin).

1.11 Section 9.8 is deleted in its entirety and replaced as follows: Upon delivery of each monthly Financial Statement to the Director, which shall be due no later than thirty (30) days after the end of each Accounting Period, Contractor shall disburse to the Department (a) one hundred percent (100%) of the Net Profits for the Accounting Period to be used for Department operations, and (b) the amount due to the Department under Article XI for the Center Repair and Replacement Fund and the Center Marketing and Promotion Fund. Any net losses in any Accounting Period will be off set against the next month's Accounting Period net profits, if any, and thereafter paid by the City.

1.12 Section 9.9.1 is deleted in its entirety and replaced as follows:
By November 1, 2012, Contractor shall deposit One Million Five Hundred Thousand Dollars ($1,500,000) into one or more bank accounts (collectively, the "Restricted Capital Investment Accounts"), separate from the Catering and Concession Account.

Contractor agrees that by December 31, 2012, there shall not be an account balance above the FDIC insured limit of $250,000 in any Restricted Capital Investment Account. The costs of maintaining such separate accounts shall be considered a Direct Operating Cost. The Restricted Capital Investment Accounts must be reported on a Contractor's Corporate balance sheet. All items that Contractor purchases using funds from these Restricted Capital Investment Accounts shall be amortized on a straight line basis over the term of the Agreement. The amortization expenses shall be a Direct Operating Cost, as defined in Section 10.3 of the Contract. No other form of depreciation or amortization is allowed as a Direct Operating Cost for items purchased from the Restricted Capital Investment Accounts. No expenditures from the Restricted Capital Investment Accounts are authorized without prior written mutual agreement of the City and the Contractor. The expenditures from these accounts are subject to the procurement guidelines as outlined in Section 16.2.

1.13 Section 9.9.2 last sentence added: The Restricted Capital Investment Accounts may be utilized for catering and concession related improvements to the Department facilities. The resulting improvements will be part of the Department's building assets and will be owned by the Department.

1.14 Section 12.5 is deleted in its entirety and replaced as follows: Independent, certified audit reports of Contractor's operations, performed by a Certified Public Accountant or firm, shall be dated by January 31st following each Accounting Year. The Certified Public Accountant or firm will submit the audit report to the Director. The first audit report shall be dated by January 31, 2014, and the final audit report dated by January 31, 2023. The City shall engage and pay the auditor. Prior to the City's review and approval of a selected auditor, the auditor must provide the firm's latest peer review and agree to allow the City to conduct a follow-up peer review (upon completion of an audit) at the request of the City Auditor. In the event an audit reveals a shortage in Profits due the City of more than three percent (3%) of the total profit paid to the City for that Accounting Year, interest on the underpaid balance shall be due the City at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate. Contractor shall address any findings in the Annual Certified Audit and provide to the Director a written response to the findings and an action plan on how and when the findings will be remedied within thirty (30) days of the release of the findings.

1.15 Section 19.4.1.1 is deleted in its entirety and replaced as follows: Contractor is required to obtain a certified criminal background report for all Essential Management Employees as identified in Section 8.1.3 and a fingerprint based check for only those Essential Management Employees who have lived outside the state of Texas in the last ten years.

2.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Amendment No. 2 is hereby incorporated into and made a part of the above-referenced contract.

Signature: Teresa Reddy

Teresa Reddy
Corporate Contract Compliance Manager
City of Austin
Purchasing Office

9/2/15
Date

Signature:

Michael T. Perlberg
Secretary and Manager
Levy Premium Foodservice, L.L.C.
980 N. Michigan Avenue, Suite 400
Chicago, IL 60611

August 24, 2015
Date

NOTE TO FILE REGARDING ANNUAL INCREASES TO NA120000154

This Note to File is created to document the mechanism for calculation of the annual funding to be added to this Master Agreement (MA) in Advantage 3. This Note should be used for reference when future increases to the not-to-exceed amount are requested.

At the beginning of each fiscal year, the Austin Convention Center Department (ACCD) will contact the Purchasing Office with a request to increase the not-to-exceed amount of the MA. The amount requested will be broken out by the following categories and associated dollar amounts:

Marketing and Promotion (or 'Marketing')
Equipment Repair and Replacement Fund (or 'ERR Fund')
Management Fee
Incentive Fee

Following is a description of how the amounts for each of these categories are calculated by ACCD on an annual basis. Note: The Management Fee and Incentive Fee amounts are set annually per the terms of the Contract. The Marketing and ERR Fund amounts are estimates based on the Contractor's annual budgets. There may be times when the initial (estimated) amounts for these Funds increase during the fiscal year due to changes in the Contractor's budget. Those changes are in accordance with the terms of the Contract and are approved by ACCD. When this occurs, ACCD will request an increase to the not-to-exceed amount.

The terms of the Contract provide for separate Repair and Replacement and Marketing and Promotion Funds. The Repair and Replacement Fund is "used solely for acquisition, replacement, repair, and maintenance of equipment and small wares for the Catering and Concession Services" per Paragraph 11.1.1 of the Contract. The Marketing and Promotion Fund is "used exclusively for costs associated with the promotion and marketing of 1) Center facilities and 2) Catering and Concession Services at Center scheduled events to increase brand awareness" per Paragraph 11.1.2 of the Contract.

Estimated expenditures from both Funds are included in Contractor's annual budget that is proposed to the City. Both Funds are supported by monthly disbursements to the City by the Contractor (per Paragraph 9.8 of the Contract), from Contractor's Catering and Concessions Account (which contains all revenues generated under the Contract). Reimbursements for actual expenditures from these Funds are made to Contractor by the City (per Paragraph 11.1 of the Contract).

Paragraph 11.1 of the Contract provides. "As of the Effective Date of the Agreement, the percentages are three percent (3%) of Gross Revenue for the Center Repair and Replacement Fund, and two percent (2%) of Gross Revenue for the Marketing and Promotion Fund. At the discretion of the Director, the actual percentage transfers shall be determined by the City on an annual basis based on forecasted needs and assessment." Thus, the City is allowed to vary the percentage amounts to be allocated to each Fund based on estimated expenditures, amount remaining in the Funds from previous fiscal years and other factors.

The Incentive Fee is an amount that the City may pay to the Contractor annually for achievement of performance measures; the maximum amount is $50,000 (per Paragraph 9.5 of the Contract).

The Management Fee, or Periodic Fixed Fee, is an additional fee paid by City to Contractor on a monthly basis. Per Paragraph 9.2 of the Contract the fee was set at $200,000 for the first year of the Contract. Thereafter the fee may fluctuate annually based on the Economic Price Adjustment provision of the Contract (per Paragraph 9.4 of the Contract).

Roger Stricklin
Corporate Contract Administrator
October 21, 2015

Amendment No. 1
to
Contract No. MA 8200 NA120000154
for
Catering and Concession Services
Between
Levy Premium Foodservice, L.L.C. ("Contractor")
and the
City of Austin

1.0 The above referenced Contract (hereinafter "Contract" or "Agreement") is hereby amended as follows. These changes are effective for the contract period of October 1, 2012 through September 30, 2022 (the "Term"):

1.1 Insert Section 1.28: **Supplier** means any person or entity engaged, directly or indirectly, in the business of making a product or service available to Contractor.

1.2 Section 4.1.1 is deleted in its entirety and replaced as follows: Contractor shall have the exclusive right to provide the Catering Sales and Concession Sales at the ACC in its own capacity or through a Subconcessionaire. Contractor shall have a non-exclusive right to provide the Catering Sales and Concession Sales at the PEC in its own capacity or through a Subconcessionaire. The Contractor's provision of Catering Sales and Concession Sales at the ACC and the PEC, in its own capacity or through a Subconcessionaire, shall be subject to and in accordance with Sections 4.1.2 and 4.1.3 of this agreement. Contractor and Subconcessionaires must receive the Director's written approval of each gift and novelty item prior to sale. The Director's approval of the sale of items bearing the Center's logo shall be based on the design, quality, and workmanship of each item and the approval shall not be unreasonably withheld. Gifts and novelties for special events are not within the exclusive right of Contractor under this agreement. Contractor, on behalf of the City, shall solicit and select concessionaires (Subconcessionaires) to provide the Catering Sales and Concession Sales at the ACC and the PEC. Contractor shall manage the activities of each Subconcessionaire on behalf of the City in accordance with a Managed Concessionaire agreement that shall be by and between the City, Contractor, and Subconcessionaire.

1.3 Section 4.8 is deleted in its entirety and replaced as follows: Section 4.8 is deleted in its entirety and replaced as follows: During the Accounting Year, Catering and Concessions services are available to the City in the Center for up to twenty four (24) City sponsored events at forty percent (40%) of the retail cost, which shall be treated as

Gross Revenues. All City sponsored events require prior written approval of the Director or Assistant City Manager. Notwithstanding the provisions of this Article IV, the exclusive rights granted to the Contractor hereunder shall not be construed so as to prevent or prohibit the City from engaging in or contracting for, outside catering services for Center sponsored events, special events or events at the discretion of the City. City sponsored events shall not be subject to any surcharge for billed labor or any administrative fee subject to the prior written approval and discretion of the Director. Any discounted City events in excess of the amount allowed in this Section shall be treated as sales at the full retail cost for purposes of the Incentive Fee

1.4 Section 7.3 is deleted in its entirety and replaced as follows: Section 7.3 is deleted in its entirety and replaced as follows: The City shall provide up to thirty (30) complimentary parking spaces for Contractor's full-time employees asslgned to this Agreement. The number of spaces may be adjusted on an annual basis upon the written mutual agreement of the City and Contractor. The City will charge Contractor a discounted rate of $5.00 per parking space per daily usage for additional spaces.

1.5 Section 9.9.1 is deleted in its entirety and replaced as follows: By November 1, 2012, Contractor shall deposit One Million Five Hundred Thousand Dollars ($1,500.000) into one or more restricted bank accounts (collectlvely, the "Restricted Capital Investment Accounts"), separate from the Catering and Concession Account. Contractor agrees that by December 31, 2012, there shall not be an account balance above the FDIC insured limit of $250,000 in any account. The costs of maintaining such separate accounts shall be considered a Direct Operating Cost. The Restricted Capital Investment Account must be reported on Contractor's balance sheet. All Contractor purchases for expenditures from this Restricted Capital Investment Account shall be amortized on a straight line basis. The amortization expense shall be a Direct Operating Cost, as defined in Section 10.3 of the Contract. No expenditures from the Restricted Capital Investment Account are authorized without the prior written mutual agreement of the City and the Contractor. The expenditures from this account are subject to the procurement guidelines as outlined in Sectlon 16.2.

1.6 Section 10.2.2, bullet point one which specifies: monthly bank statements of the Catering and Concessions account and the Restricted Capital Investment Account and the Contractor's bank statements related to sales of alcoholic beverages at Center; is amended to: monthly bank statements of the Catering and Concessions account and the Restricted Capital Investment Account.

1.7 Section 10.2.3 is deleted in its entirety and replaced as follows: The Contractor shall also provide a detailed schedule of all expenditures from the Restricted Capital Investment Account within thirty (30) days after the end of each quarter in the Accounting Year.

1.8 Section 10.3.18 is deleted in its entirety and replaced as follows: The travel costs of General Manager, or other staff from other Corporate facilities, who assist with workloads at the Center during peak demand period is subject to the City's travel policy with the exception of government hotel lodging rate for which Contractor shall obtain three (3) written quotes for lodging to be submitted, along with corresponding invoice, to the Director for review and approval of reimbursement. Unless approved by the Director in advance, all other travel and per diem expenses in connection with the Agreement for which reimbursement may be claimed by the Contractor under the terms of the Agreement must comply with the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the internet at:

http://www.gsa.gov/portal/category/21287

No amounts in excess of the Travel Policy or Rates for per diem expenses shall be authorized. The Director must approve in advance any such travel.

1.9 Section 10.3.19 is deleted in its entirety and replaced as follows: Subject to the prior written approval and discretion of the Director, the pro-rata salaries of Contractor personnel brought from other Corporate facilities who will assist with workloads at the Center during peak demand periods;

1.10 Section 10.9 the date is revised to December 17, 2012. The following sentence is added at the end of Section 10.9: Notwithstanding anything else in this Agreement, Contractor is permitted to supplement registers that are not part of the integrated POS system based upon event needs and with prior written approval of the Director.

1.11 Section 11.1 is deleted in its entirety and replaced as follows: Subject to the order of priority set forth in Section 9.8 herein and to the extent of available Gross Revenues, Contractor shall transfer to the City for deposit into Center's Repair and Replacement Fund and into Center's Marketing and Promotion Fund, a percentage of each Accounting Period's Gross Revenues. As of the Effective Date of the Agreement, the percentages are three percent (3%) of Gross Revenue for the Center Repair and Replacement Fund, and two percent (2%) of Gross Revenue for the Marketing and Promotion Fund. At the discretion of the Director, the actual percentage transfers shall be determined by the City on an annual basis based on forecasted needs and assessment. Written notice of the required percentage deposits shall be provided to the Contractor no less than thirty (30) days prior to the date upon which Contractor is required to submit its annual budget for the next applicable Accounting Year. All Contractor purchases for expenditures reimbursable from this fund shall be subject to applicable state law and City requirements for the procurement of goods and services as outlined in Article XVI. At the end of each Accounting Year, any unexpended funds in these accounts shall remain in the applicable fund for the next Accounting Year and

shall remain the property of the City. Federal excise taxes, State taxes or City sales taxes must not be included in the invoices amount. The City will furnish a tax exemption certificate upon request. With respect to both the Equipment Repair and Replacement Fund and the Marketing and Promotion Fund, within sixty (60) days of receipt of the goods and/or service with corresponding invoice, Contractor must submit a reimbursement request to the Director with such reasonable documentation (invoice, proof of payment, purchasing procedure used, etc.) as may be required by the City for the fund expenditure. For any Contractor reimbursement request for a fund expenditure that is not submitted to the Director within sixty (60) days of Contractor's receipt of the goods and/or service and corresponding invoice, the Contractor must submit documentation, including but not limited to due cause for failure to obtain prior permission, proof of attempt to contact the Director, and relevant reason for the purchase to the City for the late submittal. The Director shall determine in his/her sole discretion whether good cause exists and will consider factors such as the original reason for the purchase, the reason for the late submittal or failure to obtain initial approval (i.e. Contractor attempted to contact Director but Director was unavailable), and any other factors the Director deems relevant. In the event Contractor fails to provide a justification to the reasonable satisfaction of the Director, the Director may deny the reimbursement request and the applicable expenditure shall be borne by the Contractor. The City shall not be liable for any fund expenditure not authorized in writing by the Director.

1.12 Section 12.7 is deleted in its entirety and replaced as follows: Contractor shall cause audits of its accounting procedures related to its operations at the Center under this Agreement to be performed by a Regional Controller of Contractor. These audits shall be performed at least quarterly, at Contractor's expense, and submitted with the following month's financial packet during each year of the Agreement. Upon completion of each such audit, the auditor shall file with the Department a written statement in a format approved by the Department, stating when the audit was performed, the time period covered by the audit, the scope of the audit, and audit findings, conclusions and recommendations. The Contractor's home office shall file a written response to the auditor and to the Department, within thirty (30) days, for actions to be taken by Contractor, and when, to correct any deficiencies or implement any necessary improvements. As Contractor performs periodic audits of equipment and smallwares, Contractor agrees to share such audit information with the City.

1.13 Section 15.6 is deleted in its entirety and replaced as follows: Contractor and Director shall prepare a Quarterly Marketing and Promotional Plan for the City Manager's or designee's review and approval. Contractor must submit the initial Plan to the Director no later than thirty (30) days prior to the first quarter in the Accounting Year. Thereafter, Contractor must submit the Plan no later than thirty (30) days before the

beginning of each quarter of the Accounting Year. The Plan must itemize proposed expenditures from the Marketing and Promotional Fund.

1.14 Section 17.1.1 Is deleted in its entirety and replaced as follows: Contractor shall have purchased and installed at the Center and have operational, to the reasonable satisfaction of the Director, an automated inventory control management system and an integrated point of sale system. Failure to provide the systems shall be considered a material breach of this Agreement.

1.15 Insert Section 17.1.1.1 which specifies: The City desires and expects to have a fully integrated point of sale system and, in that regard, will take steps to install a data line connecting the Austin Convention Center and Palmer Events Center at a cost funded solely by the City. Within thirty (30) days of installation of the data line and written notification from the City, Contractor shall provide equipment and training necessary to support connectivity and reporting between Austin Convention Center and Palmer Events Center. The cost of the necessary equipment and training will be considered a Direct Operating Cost.

1.16 Section 17.2 is deleted in its entirety and replaced as follows: The Contractor shall complete and submit to the Director an annual physical inventory of the equipment and smallwares, reconciled to system inventory by November 30th of each year. Contractor shall identify differences in addition to any pertinent information related to the reconciliation differences. The inventory report must be delivered to the Contract Manager on or before November 30th annually and upon termination or expiration of this Agreement. If any equipment or more than 1% of all smallwares are unaccounted for after such inventory, Contractor has sixty (60) days from finalization of the inventory to produce missing equipment or unaccounted smallwares or provide a written explanation and plan for replacement. The Director will determine the funding source based on written explanation and plan provided by the Contractor. If the missing equipment and/or unaccounted smallwares are due to the negligence or willful misconduct of Contractor; the cost of such replacement shall be borne solely by the Contractor. The City shall own all title, right and interest in the equipment and smallwares purchased by Contractor. During the year, as Contractor conducts cycle counts on the equipment and smallwares; the results of such cycle counts shall be shared with the Director.

1.17 Section 19.4.3 is deleted in its entirety and replaced as follows: Contractor shall obtain a Certified Criminal Background Report for all Essential Management Employees prior to such employee commencing work on City premises.

1.18 Section 19.4.4 is deleted in its entirety and replaced as follows: Contractor shall provide the City a monthly summary report of all Criminal Background Reports conducted in that month affirming that Contractor has conducted required security screening of

Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property, provided Contractor is not required to provide actual background results with such reports for such Contractor Personnel. A list of all Contractor Personnel requiring access to the City's site shall be attached to the report.

1.19 Section 19.4.5 is deleted in its entirety and replaced as follows: Upon receipt by the City of Contractor's report described in Section 19.4.4 above and the list of the Contractor Personnel, the City (through the Center's Security Offices) will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's Personnel during the execution of work.

1.20 Section 20.2.2 is deleted in its entirety.

1.21 Section 20.2.3 is deleted in its entirety.

1.22 Section 21.1 is deleted in its entirety and replaced as follows: A performance bond executed by Contractor as principal issued by a surety company acceptable to the City in the sum of two hundred thousand dollar ($200,000.00) must be tendered on or before the execution of the Agreement and must remain in force until such time that the final audit has been completed by Contractor in compliance with Section 12.5 of this Agreement and such audit accepted in writing by the City. City shall have the right to approve the terms of the performance bond prior to issuance. The performance bond shall be conditioned upon the prompt payment by Contractor of all sums due the City during the term of the Agreement as well as faithful performance by Contractor of all other obligations, conditions and covenants of this Agreement. Failure to obtain or maintain performance bond as required by this Agreement is a material breach and is grounds for terminating this Agreement.

1.23 Insert Section 21.2.1.5.1 as follows: Contractor accepts all responsibility and indemnifies the City from any and all losses caused by Suppliers either upon the premises of the City or in the course and scope of the Supplier's duties provided on behalf of Contractor.

1.24 Section 23.2.2.4 is deleted in its entirety and replaced as follows: Require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance applicable to a Subcontractor's services in the type and amount specified for Contractor, with the City being an additional insured as its interest shall appear. All subcontractors are granted an exception with regard to providing evidence of excess liability coverage. and all-risk property insurance. Property insurance required of a subcontractor shall be required if deemed necessary by the City's Risk Management Department.

2.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Amendment No. 1 is hereby incorporated into and made a part of the above-referenced contract.

Signature: Cynthia Gonzales

Cynthia Gonzales
Corporate Contract Compliance Manager
City of Austin
Purchasing Office

9/19/13
Date

Signature:

Michael T. Perlberg
Secretary and Manager
Levy Premium Foodservice, L.L.C.
980 Michigan Avenue, Suite 400
Chicago, IL 60611

9/19/2013
Date

Financial and Administrative Service Department
Purchasing Office

PO Box 1088, Austin, Texas, 78767

August 9, 2012

Levy Premium Foodservice, LLC
Jeff Wineman
EVP Business Development
980 North Michigan Avenue
Chicago, IL 60611

Dear Mr. Wineman:

The City of Austin has approved the execution of a contract with your company for Catering and Concession Services for the Austin Convention Center Department in accordance with the referenced solicitation.

Responsible Department:	Austin Convention Center Department
Department Contact Person:	Van Jobe
Department Contact Email:	Van.Jobe@austintexas.gov
Department Contact Telephone:	(512) 404-4047
Project Name:	Catering and Concession Services
Contractor Name:	Levy Premium Foodservice, LLC
Contract Number:	MA 8200 NA120000154
Contract Period Amount:	$250,000 annually
Contract Period:	10/1/12 – 09/30/22
Extension Options:	None
Requisition Number:	11100700018
Solicitation Number:	RFP 8200 PAX0105
Agenda Item Number:	73
Council Approval Date:	June 28, 2012

A copy of the contract/purchase order will be forwarded by U.S. mail or email.

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person above.

Sincerely,

Sharon Patterson
Senior Buyer

CATERING AND CONCESSION SERVICES AGREEMENT

This Catering and Concession Services Agreement (this "Agreement") is entered into by and between the City of Austin, Texas, a municipal corporation and political subdivision of the State of Texas, ("City") and Levy Premium Foodservice, L.L.C., a Texas limited liability company authorized to do business in the State of Texas, ("Contractor").

Article I
Definitions

1.1 **Accounting Period** shall refer to each calendar month of a year. The first Accounting Period shall begin on October 1st, and the last accounting period shall end on September 30th so that the sum of all of the accounting periods in an Agreement year matches the Accounting Year.

1.2 **Accounting Year** means the fiscal accounting year of the City, which begins on October 1 and ends the following September 30. The initial Accounting year shall begin on October 1, 2012 and end on September 30, 2013.

1.3 **Agreement** means this Agreement and all exhibits attached hereto, together with the City's Request for Proposals #PAX0105 with addenda, and Contractor's Response to the City's Request for Proposals subject in all respects to the order of precedence set forth in Section 27.19 and its respective subsections.

1.4 **Center** means collectively the Austin Convention Center (ACC) and Palmer Events Center (PEC).

1.5 **City** means the City of Austin, Texas.

1.6 **Catering and Concession Services** means the privileges granted to and duties imposed upon Contractor by this Agreement.

1.7 **Catering and Concession Account** means the bank account described in Section 9.7.

1.8 **Catering Sales and Events. Catering Sales** means any pre-arranged food or beverage function of multiple Users, where payment for the entire event rests with one individual or company. Catering Events are those where Contractor's fees are billed to a single User, rather than to consumers at large patronizing Concession Services. Catering Events vary in size and include, but are not limited to marketing the services, food and beverage service to banquets, meetings, and backstage service. Catering Sales include planning of menus; purchasing, preparation, set-up and service of all food, beverages, linens, plates and flatware; provision and management of all food servers and bartenders; and food event clean-up and trash removal. Contractor shall have the exclusive right and obligation to provide catering for all events that are not specifically exempted under this Agreement.

1.9 **Concession Sales and Services. Concession Sales** means all sales of food and beverages sold from permanent or portable food and beverage stands, carts, and kiosks to individual customers except from those concessions specifically exempted under this Agreement. Concession Services are those in which consumers are charged separately for items of food and beverages. Contractor shall have the exclusive right and obligation to provide standard concession services for all Center events for which food or beverage concessions are required.

1.10 **Department** means the Austin Convention Center Department.

1.11 **Direct Operating Costs** means all costs and expenses incurred by Contractor in the operation of the Catering and Concession Services including those items as described in particular detail in Section 10.3.

1.12 **Director** means the Director of the Department, or his/her designee.

1.13 **Effective Date** means October 1, 2012.

1.14 **Financial Statements** means balance sheet, income statement, and statement of cash flows prepared in accordance with Generally Accepted Accounting Principles of the United States of America and any other financial reports or statements reasonably deemed necessary by the Director in a format reasonably acceptable to the Director pertaining in each instance to the Catering and Concession Services or a portion thereof.

1.15 **General Manager** means the individual retained by Contractor to oversee the performance of Contractor's obligations under this Agreement and to manage the day-to-day Catering and Concession Services at the Center. The General Manager shall be located at the Austin Convention Center and, except in instances in which the Director provides prior written approval, shall be assigned exclusively to Contractor's obligations under this Agreement.

1.16 **Gross Revenues** means the total revenue (cash or credit) including interest earned from the deposits in the Catering and Concession Account and any administrative fee, which is not intended to be a tip or gratuity for the benefit of service employees, charged by the Contractor, at the Center from the operation of the Catering and Concession Services, whether collected or uncollected, accruing from or realized by the Contractor less (a) sales taxes, gross receipts tax, or similar tax, the amount of which is determined by the amount of sales made, and which is directly payable to the taxing authority by Contractor, (b) service or discount charges on credit card sales, (c) tips and gratuities which are disbursed to employees, and (d) such other exclusions (including mutually agreed discounted sales) which may be agreed to in writing by Contractor and the Director.

1.17 **Incentive Fee** is the fee payable to Contractor as set forth in Section 9.5, the maximum amount of such fee being payable to Contractor contingent upon Contractor meeting established performance measures as set forth in such Section 9.5.

1.18 **Master Billing** means a billing process where the Department bills the Users for the combined costs of the facilities, and the Catering and Concession Services.

1.19 **Net Profit** means for each Accounting Period, the amount by which Gross Revenues exceed the sum of (a) all Direct Operating Costs and other expenses of Contractor, and (b) the contribution required under this Agreement to the Center Equipment and Repair Fund and the Center Marketing and Promotion Fund, , items (a) and (b) hereinafter the "Gross Expenses"). Net Losses means for any Accounting Period, the amount by which the sum of Gross Expenses exceeds Gross Revenues.

1.20 **Novelty Services** shall include but not be limited to vending machines in the Center, coat check services, shoe shining services, and sales in connection with the Center's retail store.

1.21 **Offer** means Contractor's proposal, dated November 22, 2011, submitted to the City in response to the City's Request for Proposal #PAX0105.

1.22 **Outside Caterer** means a business entity (other than Contractor) engaged by a User or the City to provide food and non-alcoholic beverages for a function or event at the Center to the extent a User or the City is permitted to obtain such engagement in accordance with the terms of this Agreement.

1.23 **Periodic Fixed Fee** means the fee payable to Contractor for the Catering and Concessions Services as described in Section 9.2.

1.24 **Pre-Operating Expense** is the amount of money Contractor needs to prepare for the Effective Date. The not to exceed amount of the Pre-Operating Expense is $224,053. This amount will be divided equally in twelve (12) monthly amounts over the first year of the Term and shall be deducted as a Direct Operating

Cost. City may request acceleration of reimbursement of the Pre-Operating Expense. The Pre-Operating Expenses are subject to provisions in Section 10.3, including but not limited to, the City's travel policy. Any travel costs in excess of City policy will not be considered a Direct Operating Cost, the cost of which shall be borne by the Contractor. For Pre-Operating costs only, salaries, costs, and expenses of non-resident or Contractor's Corporate staff will be considered a Direct Operating Cost, if approved by the Director.

1.25 **Repair and Replacement Fund, and Marketing and Promotion Fund** means the two separate funds established in the City Budget for the Department for the expenditures described in Article XI.

1.26 **Subcontracts and Subcontractors** means any person or any entity, other than Outside Caterers, who contracts with Contractor to provide goods or services to patrons at the Center.

1.27 **User** means any person or entity renting space in the Center for exhibitions, conventions, or trade shows, or for other uses authorized by the City.

Article II
Term of Agreement

2.1 This Agreement shall begin on the Effective Date and expire on September 30, 2022 (the "Term"), subject to any rights or early termination set forth in this Agreement.

Article III
Contract Administration

3.1 Contract Administration. Contractor shall communicate all Catering and Concession Services matters to the Director. All matters requiring approval by the Director must be approved in writing. Within thirty (30) calendar days of the Effective Date of this Agreement, the City shall provide Contractor with a contract monitoring spread sheet for use in ensuring that Contractor meets all of its obligations pursuant to this Agreement.

3.2 Designation of Key Personnel. The Contractor's Contract Manager for this engagement shall be the General Manager. The City's Contract Manager for the engagement shall be the Guest Services Manager/Purchasing Manager of the Center. The City and the Contractor shall endeavor to keep the same Contract Managers assigned to this Agreement throughout its term, provided that the foregoing shall not be construed as a prohibition against replacing any Contract Manager if a party elects to do so in its reasonable business judgment or is otherwise required to do so under applicable circumstances. In the event that the Contractor replaces their Contract Manager, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld, conditioned or delayed and will not require a formal amendment to this Agreement. The Director may be changed at the option of the City by written notice to Contractor without a formal amendment to this Agreement.

Article IV
Rights and Obligations of Contractor

4.1 Grant of Concession and Catering Rights. Contractor understands that customer service is of utmost importance to the City. All services provided under this Agreement shall be performed by Contractor in a manner that supports City's goal to provide superior customer service. Contractor shall constantly endeavor to improve the Catering and Concession Services with a view toward developing maximum sales and service and to promote the marketing of the Center to Users of the Center, potential Users of the Center and their patrons. The Director shall notify Contractor of any unacceptable levels of service and undesirable practices and Contractor shall immediately remedy service deficiencies and/or

discontinue the undesirable practices promptly. Subject to the terms of this Agreement, the City hereby grants to Contractor the rights, and Contractor hereby accepts the obligations and duties, set forth below:

4.1.1 Contractor shall have the exclusive right to provide the Catering Sales and Concession Sales at the ACC and non-exclusive rights to provide the Catering Sales and Concession Sales at PEC, subject to the terms set forth in Sections 4.1.2 and 4.1.3. The Director must approve in writing any gift or novelty item sold by Contractor. Any gift or novelty items featuring the Center's logo shall be subject to the approval of the Director as to design, quality and workmanship, which approval shall not be unreasonably withheld. Gifts and novelties for special events are not within the exclusive right of Contractor under this Agreement.

4.1.2 Contractor shall have the exclusive right to provide, either directly or through contract with another entity, alcoholic beverages at any event held at ACC, at any location within ACC subject to the terms set forth in Section 4.2 Contractor's right to sell Novelty Services through concession stands or otherwise shall be non-exclusive.

4.1.3 Subject to the terms herein in this Section 4.1.3, the City reserves the right to allow User(s) to employ an Outside Caterer at the PEC, on the condition that the Outside Caterer (a) shall, without relying on the use of the Center's kitchen facilities or equipment, provide all prepared food, non-alcoholic beverages, equipment and small wares necessary to perform and complete its catering function at the Center and (b) the Outside Caterer shall not provide any alcoholic beverage services for the event (such rights being exclusively retained by Contractor) unless the City and Contractor otherwise expressly agree in writing. Any agreement between Contractor or the City and an Outside Caterer for an event at the PEC must include the payment of Contractor's costs associated with provision of alcoholic beverages for the event. A Subcontractor may not also be an Outside Caterer during the term of its subcontract.

4.1.4 Contractor shall have the right to market Contractor's Catering and Concession Services in concert with the marketing efforts of the Department and the Director.

4.1.5 Contractor shall pay Direct Operating Costs promptly and in all respects in accordance with Section 10.3.

4.1.6 Contractor may not provide Catering and Concession Services to any event located outside of the Center without the prior written approval of the Director. All revenues generated for such outside events shall be considered part of the Gross Revenues under this Agreement.

4.2 Alcoholic Beverages; Agreement Not to Compete.

4.2.1 Contractor, as a Direct Operating Cost, shall sell and serve alcoholic beverages under a license issued by the State of Texas and City of Austin in strict accordance with Texas state law and Article XXII of this Agreement. Contractor's privilege to provide alcoholic beverages shall be subject to the provisions of applicable Texas law and regulations of the Texas Alcoholic Beverage Commission, or its successor. The decision as to which events alcoholic beverages may be sold, rests with the Director.

4.2.2 No competing vendors or sales representatives of merchandise normally sold by Contractor will be allowed to operate within the confines of the Center at any time during the term of this Agreement, except with the written consent of the Director. Nothing in this Agreement shall be construed to prohibit a User from engaging in Permitted Sampling (as defined herein) to the extent permitted by applicable law in connection with the exhibit or other type of event at the Center when such User is in the business of manufacturing or distributing such food and beverage items. As used herein, "Permitted Sampling" shall mean the distribution of food and/or non-alcoholic beverage promotional products in sample-sized portions ("Sample Items"), provided that (a) the portion size of the Sample Items is reasonable and of less than a saleable quantity,

(b) Contractor is provided reasonable prior written notice of such distribution, (c) such distribution is made at no charge to the public, and (d) Contractor shall ensure that their contract with the User(s) provides for the User to indemnify Contractor and the City for any damages arising from and/or in connection with the distribution of such Sample Items.

4.3 Changes to Scope of Catering and Concession Operations. If, during the term of this Agreement, a Material Change, as defined below, in the scope of Catering and Concession Services required at the Center, or any part of the Center, is planned or occurs, the Director shall notify Contractor in writing of such material change. Within ten (10) calendar days of such notice, the parties shall meet and make good faith efforts to re-negotiate the compensation and, if necessary, staffing terms of this Agreement to address such material change. The parties shall have sixty (60) days or such other period of time as the parties may mutually agree following the notification of the Material Change to reach agreement on amended compensation, a revised budget, and, if appropriate, staffing provisions pertaining to the Material Change. If the parties fail to reach such agreement within the stated time period, either party shall have the right to terminate this Agreement upon providing the other party with at least twelve (12) months written notice. The transition provisions of the approved transition plan submitted pursuant to Article XV shall apply in the event of such termination.

Material Changes shall mean:

* Expansion of the Center if such expansion requires a material increase in food and beverage services in the reasonable judgment of the parties
* Closure of the Center
* Closure of the Center, if such closure materially reduces capacity or need for food and beverage services in the reasonable judgment of the parties
* Sale or other transfer of a Department facility to a party not controlled by City
* Such other proposed changes to the scope of the Catering and Concession Services which Contractor and Director agree are Material Changes

4.4 Independent Catering. Without the prior written approval of the Director, the Contractor may not use the kitchen(s) areas or facilities to provide catering or other food and beverage services for events that are not sponsored by the City or held at the Center.

4.5 Kitchen Management. Contractor shall serve as the kitchen manager to assure that all facilities and equipment are used in an appropriate manner consistent with industry standards and compliant with the Department of Health,Cit y of Austin Health Department, or any other applicable entities or regulations.

4.6 Public Events. Contractor shall serve as the Department's exclusive caterer for food and beverage sales at all public events, other than those events for which City does not require food or beverage services to be provided. For all events, Contractor shall maintain an open concession stand from the time the Center's doors open for the scheduled event until Center's approved concession stand closing time. For other events, Contractor shall coordinate concession sales hours with the Director or his/her designee. Contractor shall operate multiple concession locations within the Center when appropriate in an effort to efficiently maximize concessions sales. Contractor shall maintain concession preparation and service areas in a clean and attractive state.

4.7 Specific Religious or Special Event Needs. The exclusive rights granted under this Agreement shall not be construed so as to prevent or prohibit either the City, or a licensee or lessee of the Center, with the Director's approval, from engaging or contracting for an outside catering service to meet specific religious or special event needs. However, the City shall recommend Contractor as first choice for all catered events, provided Contractor demonstrates the required ability to meet the specific needs. Use of the Center by an outside catering service shall not include the use of any of Contractor's occupied areas or equipment other than the service corridors unless otherwise agreed by Contractor and the City in writing.

4.8 City Sponsored Events. During the Accounting Year, Catering and Concession services are available to

the City in the Center for up to twelve (12) City management events, up to six (6) City sponsored events, and up to six (6) Center sponsored events at forty percent (40%) of the retail cost, which shall be treated as Gross Revenues. City management events and sponsored events require prior written approval of the Director and Assistant City Manager. Notwithstanding the provisions of this Article IV, the exclusive rights granted to the Contractor hereunder shall not be construed so as to prevent or prohibit the City from engaging in or contracting for, outside catering services for Center sponsored events, special events or events at the discretion of the City. City sponsored events shall not be subject to any surcharge for billed labor or any administrative fee.

4.9 Excluded Areas. The City shall retain the right to designate specific areas of the Center at which food and beverages may not be served, it being understood that neither the Contractor nor any third party shall be permitted to serve food and beverages in such areas.

4.10 Inclement Weather; Disaster. In the event the City declares the Center a mega shelter due to a natural disaster or other act of God, Contractor will be prepared to feed up to five thousand (5,000) people continuously four (4) times per day. The City shall endeavor to provide at least twelve (12) hours notice. Contractor will follow FEMA requirements with respect to dietary needs. Any services provided by Contractor in connection with this Section 4.10 shall be subject to reimbursement by the City (after the City receives reimbursement from FEMA) of all of Contractor's Direct Operating Costs as well as payment by the City of any management fees payable to Contractor (including the Periodic Fixed Fee) set forth in this Agreement during the applicable period.

4.11 Significant Event. The Contractor shall immediately notify the City Contract Manager of any current or prospective "Significant Event" on an ongoing basis. All notifications shall be submitted in writing to the City Contract Manager. As used in this provision, a "Significant Event" is any occurrence or expected occurrence which is reasonably expected to have a material effect upon the Contractor's ability to meet its contractual obligations under this Agreement. Significant Events may include but not be limited to the following:

4.11.1 disposal of major assets by Contractor;

4.11.2 failure by Contractor to perform annual inventory of equipment as specified in section 18.2;

4.11.3 failure by Contractor to produce financial statements as defined in section 10.2;

4.11.4 a major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, engaged by Contractor and material to performance by Contractor of its duties pursuant to this Agreement;

4.11.5a significant termination of a supplier of Contractor without adequate replacement;

4.11.6 Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

4.11.7 strikes, slow-downs or substantial impairment of the Contractor's facilities by labor used in the performance of this Agreement;

4.11.8 reorganization, reduction and/or relocation in key personnel of Contractor material to Contractor's performance of this Agreement;

4.11.9s ale or merger of substantially all of Contractor's assets;

4.11.10 non-appropriation of funds from the City needed to pay the Periodic Fixed Fee or the Incentive Fee;

4.11.11 litigation filed against Contractor to the extent actually known to and served upon Contractor with damages alleged in excess of $1,000,000 and not covered by Contractor's insurance;

4.11.12 onsite (at the Center) or external (but pertaining to the Center) contact by any governmental agency (Federal, State, County, or City) having regulatory or law enforcement authority over Contractor or Contractor's Personnel in an official capacity regarding any criminal violations, official inquiries, actual or potential enforcement action or investigation in all instances relating solely to Contractor's activities at the Center.

4.12 Notice of Events and Cancellations. The City shall assume no liability for cancellation of scheduled events.

4.13 Location of Stands. The use, number, or location of all portable concession stands and the space required by Contractor must be approved in writing, in advance by the Director. The Director must approve any change in the design, layout, and location of all physical facilities and equipment for the Catering and Concession operations.

4.14 Except as stated to the contrary herein, Contractor also agrees to perform the following duties (the costs and expenses of which incurred by Contractor, as applicable, shall all be considered Direct Operating Costs):

4.14.1 comply with all policies and procedures for the Catering and Concession Services at the Center to the extent Contractor is provided reasonable prior written notice of the same;

4.14.2 provide for the retail sale of food, beverages, candy and similar products at all appropriate Catering and Concession Services in the Center;

4.14.3 provide and maintain vending machines in the Center for use by patrons of the Center. All vending machines need to be equipped with Watt Mizers. The style, location and level of maintenance of the machines must be approved in advance by the Director. Any vending machines located in the Center for the exclusive use of City employees are not within the scope of this Agreement;

4.14.4 order, purchase, receive delivery of, and store all consumable supplies and products necessary for the Catering and Concession Services;

4.14.5 acquire, prepare or cause to be prepared all concession products for sale or distribution;

4.14.6 advise and make recommendations to the Director pertaining to the operational aspects of the Catering and Concession Services, including but not limited to the choosing of type, quality, brand, and price of products; the use of portable concession stands; the sale of products; and the preparation of the catering menu;

4.14.7 comply with all applicable laws and regulations governing the handling, sale and disposal of Catering and Concession products, including but not limited to the procurement and uninterrupted maintenance of all necessary permits, licenses, and insurance required by government agencies having jurisdiction over operations of the Center; failure to maintain any required permit, license, or insurance may be considered grounds for termination of this Agreement;

4.14.8 arrange for, or submit work order requests, for any required repairs or maintenance to the Catering and Concession Service equipment and locations, and comply with all warranty and service requirements related thereto; and

4.14.9 monitor, report to the Director and, upon written approval of the Director, arrange and pay for replacement or modification of the Catering and Concession equipment and facilities;

4.15 Event Summary. Contractor shall provide to City, in a format acceptable to City, a monthly written summary of each event within thirty (30) days after each Accounting Period or as requested by the City, indicating where appropriate, customer pricing, guarantees, sales by area, total inventory sales, total register sales, and cash overages and shortages. If requested in writing by the Director, Contractor shall attach the corresponding depositt icket and credit card transmission reports to all daily sales reports.

Article V
Contractor's Management of Center Facilities and Equipment

5.1 General. City will provide Contractor with reasonable access to all parts of the Center necessary to enable Contractor to prepare for and operate the Catering and Concession Services. Contractor shall keep the operations open during the hours as may be reasonably required to adequately meet public demand as determined by the City.

5.2 Kitchen Areas. Contractor has the exclusive right to manage the kitchen areas including the associated office and storage spaces located at the Center, as applicable.

5.3 Concession Areas. Fixed concession areas are located in pre-function areas of the Center. Contractor has the exclusive right to control the management of the fixed concession areas. With the exception of special events approved in advance by the City, Contractor shall hold the fixed concession areas open to the public. The parties may agree on other areas for use by Contractor on a permanent or event basis, including but not limited to space in the PEC.

5.4 Designated Areas. Contractor has an exclusive right to manage all designated areasl ocated in the Center necessary for provision of the Catering and Concession Services or other areas as determined by the City for use by Contractor. City will provide Contractor with a key to the designated areasa nd Contractor may fence, lock and secure a portion of the designated areas necessary for use by Contractor. Contractor may not lease out any part of a designated area, kitchen facility or retail area to a third party. The parties may agree on other areas for use by Contractor on a permanent or event basis, including but not limited to space in the PEC.

5.5 Inconvenience During Construction. Contractor recognizes that from time to time it will be necessary for the City to initiate and carry forward programs of construction, reconstruction, expansion, relocation, maintenance and repair in order that the Center may be suitable to serve the community, and that such construction, reconstruction, expansion, relocation, maintenance and repair may inconvenience or temporarily interrupt Contractor's operations at the Center. Contractor agrees that the City and its officers, agents, employees, concessionaires and representatives are not liable for such inconveniences or interruptions. Subject to any rights expressly reserved in this Agreement, Contractor waives any right to claim damages or other consideration due to such inconveniences or interruptions.

5.6 Furnishings. Contractor is responsible for maintaining the furnishings used in the provision of the Catering and Concession Services, including but not limited to tables, chairs and other furnishings, portable bars, stands and concession areas used by Contractor; the costs of all such maintenance included as Direct Operating Costs except to the extent paid from the Center Repair and Replacement Fund. No equipment/furnishings should be stored, post-event, without prior cleaning of all surfaces, including, but not limited to, counter tops, shelves, where food or product comes in contact.

5.7 Improvements/Additions to Center by Contractor. Contractor shall not alter, nor make improvements or additions to any Center facilities or change the decor of any part of the Center without Director's prior written approval, and all designs for capital improvements to City property is subject to review and written

approval by the Director. Contractor shall not install any fixture, sign, device or appurtenance on any exterior or semi-enclosed surface of any building without the written permission of the Director. City may specify conditions for installation of such fixtures, signs, devices or appurtenances, including, but not limited to, painting to match surrounding building colors. Director's approval for a sign or advertising device may include the location, type, size, and design of the proposed sign or advertising device.

5.8 Property Taxes. Contractor shall pay, before delinquency, all real and personal property taxes and assessments levied upon the City for any of Contractor's improvements or personal property located at the Center as a result of the Catering and Concession Services; the costs of which shall be treated as Direct Operating Costs. Contractor covenants that it will pay to the extent required by applicable law, before they become past due or delinquent and before any fine, penalty, interest or cost may be added thereto, all taxes, assessments, excises, levies, license and permit fees or other governmental charges, general and special, ordinary and extraordinary, of any kind and nature whatsoever, which at any time during the term of the Agreement may be assessed, levied, imposed upon, or become due and payable out of, or in respect of, the kitchen, fixed concession and storage areas, any improvements thereon, to the extent the same is purchased by Contractor or otherwise funded by the Capital Investment (as defined In Article IX herein), the costs of which shall be treated as Direct Operating Costs. Notwithstanding any provision herein to the contrary, the foregoing shall not require Contractor to pay any taxes, assessments, fees or any other costs relating to equipment or other property owned by the City.

Article VI
City's Right to Access

6.1 City Right of Access. City shall have 24-hour access to all parts of the Center and other areas in which Contractor may be working. To the fullest extent possible, City shall provide reasonable prior notice to Contractor prior to accessing any secured areas of the Center in which Contractor is operating (including, without limitation, any money room at the Center). City may inspect any area controlled or occupied by Contractor to determine compliance with health, fire, security, safety, maintenance and sanitation standards and may immediately enter any area if required to assess or respond to an event or condition that, in the City's sole opinion, creates an imminent danger of injury or damage to persons or property. Nothing herein shall be held to limit or qualify the right of the City to a free and unobstructed use, occupation, and control of the Center, or of the City's right of ingress and egress to the Center for itself, its caterers and the public.

6.2 City's Right to Use. City shall have the right to use, upon reasonable prior written notice to Contractor, any spaces in the Center, for non-food service events at any time, including spaces that have been previously committed by the Director for use in connection with the Catering and Concession Services under this Agreement.

6.3 Waiver of Responsibility. City shall not be responsible under any circumstances for loss or damage to Contractor's supplies, materials, or to any improvements made to Contractor's Designated Areas or any other areas where Contractor performs the Catering and Concession Services, or to any personal belongings of Contractor or Contractor's Personnel brought into the Center except to the extent allowed by law.

Article VII
Obligations of the City

7.1 Contractor's Office and Storage Space. In addition to the space to be designated pursuant to Article V, the City shall make available to Contractor (a) office space, adequate in all respects for Contractor's accounting, record keeping, sales, office operations, and money counting functions; and (b) reasonable

storage and commissary space for stock and equipment; provided however that City shall not be responsible for any office support, office equipment or office supplies. Contractor may not use the City's equipment or office supplies. The City will provide space in each data wiring closet for Contractor's network equipment in order to enable delivery of Contractor network connectivity to its employees.

7.2 Services. The City shall pay for the usage of HVAC, electricity, gas and water service for Contractor's operation. Contractor will utilize prudent energy management. The cost to repair or replace any utility service or lines due to damages caused by Contractor's negligence and willful misconduct, its subcontractors or personnel shall be at Contractor's expense and not as a Direct Operating Cost. Neither the City nor Contractor shall be liable or responsible for any failure to furnish any services including electricity, gas, water, or drainage service, which failure is caused or brought about in any manner by an event of Force Majeure, the breakdown or failure of apparatus, equipment, or machinery employed in its supply of said services, any temporary stoppage for the repair, improvement, or enlargement thereof, or any act or condition beyond its reasonable control. Further, neither the City nor Contractor shall be liable or responsible for any consequential, economic or property loss or damage caused or brought about by any such occurrence. The City shall:

7.2.1 provide adequate ingress and egress, including reasonable use of the corridors, passageways, and designated loading platforms;

7.2.2 maintain and repair the building structures in the Center such as the maintenance of water,s ewer (except for blockage caused by Contractor) and electrical lines, ventilation and air conditioning lines and systems, repair of electrical lighting fixtures, (including relamping); heating systems; floor coverings, wall and ceilings;

7.2.3 provide sanitary toilet facilities for Contractor's Personnel;

7.2.4 provide cleaning services in all areas of the Center, excluding the cleaning services expressly set forth herein to be performed by Contractor in connection with Contractor's provision of the Catering and Concession Services Contract;

7.2.5 provide repair of floors, carpets, ceilings, walls, windows, light fixtures, draperies, blinds and vents in the Center;

7.2.6 provide cabling infrastructure to be used by the Contractor to build a network for its employees that office at ACC. One network data jack per full time employee will be provided by the City and patched back to a central network location;

7.2.7 provide basic telephone service/cabling (dial tone) and one telephone instrument per full time employee in Contractor's administrative/management office; and

7.2.8 provide basic access to its booking and scheduling system for up to five (5) employees in Contractor's sales/administrative/management office staff.

7.3 Parking. The City shall provide up to thirty (30) parking spaces for Contractor's full-time employees assigned to this Agreement. The number of spaces may be adjusted on an annual basis upon the mutual agreement of the City and Contractor.

7.4 Changes to City Policies. In the event changes to any of the City's policies referenced in this Agreement occur during the term of this Agreement, it shall be the City's responsibility to inform Contractor of any such changes.

Article VIII

Contractor's Employees/Personnel and Training

8.1 Staff.

8.1.1 The Contractor shall employ a highly skilled professional full-time, on-site management staff possessing the necessary experience and expertise to provide the overall management of a catering and concession operation. For purposes of determining allowable Direct Operating Costs, during each annual budget process throughout the term of the Agreement, the Contractor will present, for approval by the City and the Director, a management organizational chart detailing each position and the salary and benefits. The Contractor shall propose the number, function, qualifications, and compensation, including salary and benefits, of its employees and shall control the terms and conditions of employment relating to such employees. The City has the right to approve staffing levels and proposed staffing plan. Full time management expense that has not received prior written approval to the extent expressly required herein will not be a Direct Operating Cost.

8.1.2 Contractor shall employ a General Manager (GM) at the Center. Should the Director determine that the GM is not satisfactorily performing the duties of the GM, subject to compliance with all laws and this Agreement, Contractor shall, within thirty (30) days of receipt of written notice of such dissatisfaction, replace the GM with one who is satisfactory to the Director. To the extent Director requests such dismissal of the GM, all costs associated with the hiring of a replacement GM, shall be deemed Direct Operating Costs. Unless the Director agrees to a severance package in writing, any severance package Contractor gives the GM under these circumstances shall be paid by Contractor and not as a Direct Operating Cost. In the event the Director approves a severance package, such severance package shall be a Direct Operating Cost. The GM must have a minimum of two (2) years of consecutive employment in a similar operation with comparable responsibilities. The GM must have education and/or experience in food and beverage service with particular emphasis upon effective marketing techniques. The GM must have a high degree of management expertise, as evidenced by prior food and beverage service management duties involving conventionc enter food and beverages ervice operations, high quality food production and service, and effectivef inancial controls. The GM shall coordinate all Catering and Concession Services with subcontractors, vendors, and/or Contractor's Personnel. The GM shall be responsible for all Catering and Concession Services provided by the Contractor and shall seek to avoid any disruption in service to Users oft he Center.

8.1.3 The following positions shall be deemed "Essential Management Positions". General Manager responsible for all Catering and Concession Services at the Center, Assistant General Manager, Executive Chef, Chef de Cuisine, Executive Sous Chef, Sous Chef, Director of Catering, Director of Sales, Sales Managers, Public Foods Manager, Controller, and designated Contract Manager. The City, through its Director, shall have the right to disapprove within thirty (30) days of the Effective Date of this Agreement, or within thirty (30) days of a new hire, the employees selected by Contractor to fulfill each of the Essential Management Positions (such employees, the "Essential Management Employees"), otherwise City shall be deemed to approve of such Essential Management Employees. In the event Contractor seeks to replace any of the Essential Management Employees with different personnel, such replacement shall be subject to the approval of the Director, which shall not be unreasonably withheld, conditioned or delayed.

8.2 Additional Contractor Personnel Obligations. Contractor shall:

8.2.1 require that the GM or his designee be on the Center premises during all operating hours.

8.2.2 recruit, employ, and train all employees necessary for the successful operation of Concessions and Catering Services; training of the employees must include safety training and dealing with customer complaints, or any other training appropriate for the job function, including but not

limited to cash handling, and TABC certification; the costs of all such training being deemed Direct Operating Costs.

8.2.3 design and prepare specifications for uniforms for Catering and Concession employees to wear at all events, including visible name tag, and obtain Director's approval of uniform design; the costs relating to such uniforms being deemed Direct Operating Costs.

8.3 Workforce.

8.3.1 Contractor is responsible for employing competent and orderly employees who are neat, clean, and professional in appearance, who act in a courteous and competent manner, and who treat all patrons in a respectful manner.

8.3.2 The Contractor, its employees, subcontractors, and subcontractor's employees may not while on any premises of the City of Austin in accordance with City policy:

8.3.2.1 The Contractor, it's employees, subcontractors, subcontractor's employees shall not use or possess a firearm on any premises of the City of Austin in accordance with City policy, and State Law, including but not limited to persons holding a State concealed handgun license permit.

8.3.2.2 use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

8.3.3 If any employee, subcontractor or subcontractor's employee is alleged to be incompetent, disorderly, violated any applicable City policy or procedure, civil or criminal laws, or is under the influence of alcohol or drugs, Contractor shall immediately conduct a due diligence to investigate the allegations. While the due diligence is being conducted Contractor shall remove such worker from the Center and from providing services pursuant to this Agreement, and may not employ such worker again at the Center without the Director's prior written consent and documentation from the Contractor demonstrating that the allegations are unfounded. The City shall not be liable for Contractor's relationship with its employees or subcontractors.

8.4 Equal Opportunity and ADA Compliance.

8.4.1 Equal Employment Opportunity. Contractor or Contractor's agent shall not engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any contract awarded by the City unless the contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit A. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Agreement and Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

8.4.2 Americans With Disabilities Act (ADA) Compliance. Contractor, or Contractor's agent shall not engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

8.5 Living Wages and Benefits.

8.5.1 In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently,

the minimum wage for City employees is $11.00 per hour. This minimum wage is required for any Contractor employee directly assigned to this Agreement. In addition, the City may stipulate higher wage rates in certain contracts in order to assure quality and continuity of service.

8.5.2 Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractor must offer health insurance with optional family coverage for all Contractor employees directly assigned to this Agreement. Written proof of the health care plan shall be provided within thirty (30) days of the Effective Date. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided.

8.5.3 The City requires Contractor to provide a signed certification within five (5) calendar days of the Effective Date certifying that all employees directly assigned to this Agreement will be paid the minimum living wage and are offered a health care plan (see Exhibit B, Living Wages and Benefits Contractor Certification). The certification shall include a list of all employees directly assigned to providing services under the Agreement including their name and job title. The list shall be updated and provided to the City as requested by the City Contract Manager throughout the term of the Agreement.

8.5.4 Contractor shall maintain throughout the term of the Agreement basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:

8.5.4.1 employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;

8.5.4.2 time and date of week when employee's workweek begins;

8.5.4.3 hours worked each day and total hours worked each workweek;

8.5.4.4 basis on which employee's wages are paid;

8.5.4.5 regular hourly pay rate;

8.5.4.6 total daily or weekly straight-time earnings;

8.5.4.7 total overtime earnings for the workweek;

8.5.4.8 all additions to or deductions from the employee's wages;

8.5.4.9 total wages paid each pay period; and

8.5.4.10 date of payment and the pay period covered by the payment.

8.5.5 Contractor shall provide with the first invoice and as reasonably requested by the City Contract Manager, individual Employee Certifications for all employees directly assigned to the Agreement (see Exhibit C, Living Wages and Benefits Employee Certification) containing:

8.5.5.1 the employee's name and job title;

8.5.5.2 a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage;

8.5.5.3 a statement certifying that the employee is offered a health care plan with optional family coverage.

8.5.6 The employee certifications required under Section 8.5.5 herein shall be signed by each employee directly assigned to the Agreement.

8.5.7 Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the Agreement.

8.5.8 The City Contract Manager will periodically review the employee data submitted by Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified above in this paragraph to the extent necessary to verify compliance with this provision.

8.6 Temporary Employees. Contractor shall advise temporary employees to enter and remain on the Center's premises only during events at the Center and for a reasonable time prior to and subsequent to events, and only for the purpose of exercising, during events, the rights and privileges herein mentioned.

8.7 Personnel Policy. Upon request, Contractor shall provide the City with a copy of Contractor's "Personnel Policy"w hich shall require all Contractor's Personnel under this Agreement to comply with all instructions, regulations and codes of conduct as specified by the Personnel Policy and any additional policies promulgated from time to time in writing by the Director, which will be provided on an ongoing basis. All temporary agencies who provide personnel to Contractor (personnel not employed, but used by Contractor) shall be provided with a copy of Contractor'sPe rsonnel Policy as it relates to instructions, regulations, policies and codes of conduct of Contractor Personnel within the Center. The temporary agencies shall be instructed to educate any such personnel as to the applicable instructions, regulations, policies and code of conduct.

8.8 Personnel Substitutions. Contractor shall ensure that only trained staff shall substitute for regular employees during their absence. Contractor shall furnish names to the Director of such substitute management employees to be used at the Center and ensure appropriate identification badges are issued by the Center.

8.9 Labor Relations.

8.9.1 Subject to an event of Force Majeure or a Significant Event, as defined in this Agreement, Contractor agrees to provide undisturbed Catering and Concession Services under this Agreement regardless of strikes and other labor shortages and disputes to the extent allowed by law.

8.9.2 Contractor shall be responsible for its own labor relations with any trade or union represented among Contractor's Personnel and shall negotiate and be responsible for adjusting all disputes between itself and Contractor's Personnel or any union representing such employees. Contractor shall ensure thati n any agreement that Contractor has with any of its subcontractors that there be a similar provision whereby the subcontractors will indemnify and hold City harmless for any damages or losses including attorney's fees resulting from labor relation disputes.

8.10 Employee Acts. Subject to applicable laws (including any applicable privacy laws), Contractor shall report to the City any known criminal acts or violations of the law (including theft, embezzlement), or any crimes of moral turpitude or crimes against persons, or any serious violations of the applicable City or Contractor's policies or procedures by any employees of Contractor or its subcontractors. Upon knowledge of any such suspected criminal acts or violation of the law, Contractor shall immediately investigate and notify the Director in writing if any such criminal acts or violation of the law have occurred and immediately take appropriate remedial action in accordance with the law. Upon written notification, the Director may, in his sole discretion, ask that any such Contractor Personnel be immediately removed from providing services under this Agreement.

Article IX
Compensation

9.1 Compensation. Beginning October 1, 2012, Contractor shall be entitled, as sole compensation for services under this Agreement, to the Periodic Fixed Fee and the Incentive Fee, if any.

9.2 Periodic Fixed Fee. The Periodic Fixed Fee payable to Contractor during the first Accounting Year shall be $200,000; payable at the rate of $16,666.67 per Accounting Period. The City shall pay Contractor the Periodic Fixed Fee after the City receives the profit check, if any, (including the contribution to the Center Repair and Replacement Fund and the Center Marketing and Promotion Fund) and Financial Statements which must be submitted within thirty (30) days after the end of each Accounting Period. Subject to Contractor meeting the foregoing requirements, the City shall pay the Contractor the Periodic Fixed Fee no later than sixty (60) days in arrears after the respective Accounting Period. The Periodic Fixed Fee payable to Contractor during each successive Accounting Year during the Term shall be adjusted pursuant to Section 9.4 herein.

9.3 Withholding. Provided Contractor is in default of this Agreement, has received written notice of the same and has failed to cure such default within the allotted time described in Section 25.2 City may withhold payment of all or a portion of the Periodic Fixed Fee and/or Incentive Fee otherwise due the Contractor to such extent and for so long as may be necessary to reasonably protect the interest of the City on account of:

9.3.1 third party claims, not subject to appeal or not being contested by Contractor, which are not covered by the insurance which the Contractor is required to provide and the City is obligated by law or legal order to pay;

9.3.2 failure of the Contractor to pay Subcontractors any undisputed sums owed;

9.3.3 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor otherwise not paid for by Contractor and arises as the direct result of Contractor's negligence or willful misconduct;

9.3.4 failure of Contractor to comply with procurement procedures as required by this Agreement;

9.3.5 failure of the Contractor to submit the required reports with all required attachments and supporting documentation; or

9.3.6 failure of the Contractor to comply with any material provision of the Agreement.

In the event the amount of money the Contractor owes the City is greater than the outstanding amount in the Periodic Fixed Fee and/or Incentive Fee due to a default or unauthorized cost, the City shall withhold the balance in the Periodic Fixed Fee and/or Incentive Fee and invoice Contractor for the difference. Failure of Contractor to pay such invoice within thirty (30) days of receipt shall be considered a material breach of this Agreement.

9.4 Economic Price Adjustment. The Periodic Fixed Fee shall remain firm for the first twelve (12) month period of the Agreement.

9.4.1 Price Increases. The price increase, as computed by the City, shall be based on the following:

9.4.1.1 The Periodic Fixed Fee shall be increased, by the same percentage as the percentage change, if any, in the CPI (as defined in Section 9.4.1.2) (hereinafter, a "CPI Adjustment").

9.4.1.2 For purposes of clarity, the CPI to be used for each price increase shall be August 2012 ("Base Month"). For each subsequent year, the CPI Adjustment shall be

calculated by comparing the difference between CPI in the Base Month and the CPI in August of the then-current Accounting Year. Such CPI Adjustment will be effective on the Periodic Fixed Fee from the Effective Date of the Contract (Original Periodic Fixed Fee). Any change to the Periodic Fixed Fee shall be based solely on information obtained from the following:

Bureau of Labor Statistics Data at www.bls.gov/data

The Consumer Price Index for All Urban Consumers (Current Series)
Series ID: CUUSA316SAO, Not Seasonally Adjusted
Area: Dallas-Fort Worth, TX

9.4.1.3 The following illustrates the computation of percent change:

A = Index from the Base Month
B = Index from the August of the then Current Accounting Year
C = Original Periodic Fixed Fee

$\frac{B-A}{A} \times 100\%$ = Percent of allowable price change x C = Change to Original Periodic Fixed Fee

9.4.1.4 During the term of the Agreement, the requested price increase shall not exceed twenty-five percent (25%) of the Periodic Fixed Fee as of the Effective Date of the Agreement; a maximum of $50,000 per Agreement Term.

9.5 Incentive Fee. To encourage the Contractor to strive for superior performance under this Agreement, Contractor shall be entitled to receive, as additional compensation, an annual Incentive Fee. The City encourages the Contractor to use all or part of the Incentive Fee for employee bonuses and other employee appreciation, however Contractor shall be entitled to use any Incentive Fee received in its sole discretion. The maximum amount of the Incentive Fee for any Accounting Year shall be $50,000. The Incentive Fee will be calculated at the end of each Accounting Year based on a 100 point scale as described below. If 100 points are awarded, the maximum incentive will be paid. If less than 100 points are awarded, the Incentive Fee shall be reduced proportionately (i.e.1 point equaling 1%).

9.5.1 The Incentive Fee shall be calculated based upon: (a) results of the User survey, (b) performance measures, and (c) submission of documents and reports each as detailed below.

9.5.1.1 User Survey. The total number of points possible for the User survey is 40 points. If less than a 60% return rate, Contractor is required to submit documentation on the efforts taken to maximize the number of survey's returned. The Director has the sole (but reasonable) discretion to determine if the efforts taken were sufficient. The number of points awarded will be based upon the User survey responses about Center services delivered for the Accounting Year. The Director and Contractor must agree on the particular survey questions and format. The Contractor agrees to engage a qualified third party to conduct monthly surveys of all Center Users. and the costs of which shall be a Direct Operating Cost. The City reserves the right to conduct due diligence to verify the results and any customer/User comments. The survey will rate Contractor's services in these categories: planning process, food and beverage, and management level staff areas. No points will be awarded for the survey unless the aggregated survey results and calculations are provided to the City within thirty (30) days of the end of the Accounting Year unless the parties otherwise mutually agree and subject to reasonable delay upon the occurrence of a Force Majeure event or a Significant Event. Contractor and Director shall annually reevaluate the above stated final category evaluation score targets. For the initial year of the Agreement, the points will be

allocated as follows. The average of the scores from the User survey will determine the number of points awarded for the survey portion of the Incentive Fee based upon the following:

91 – 100%	40 Points
81 – 90%	30 Points
70 – 80%	20 Points
<70%	0 Points

9.5.1.2 Performance Measures. The total number of points possible for Performance Measures is 40 points. The Contractor and Director shall meet annually no later than the 90th day before the end of each Accounting Year to determine the performance measures and associated point value of each for the following Accounting Year. The performance measures and their respective point values shall be in writing, and when signed by both parties, shall be incorporated into and made a part of this Agreement. If the Contractor and Director are unable to agree upon performance measures and their associated point values by the 60th day before the end of an Accounting Year, the Director may unilaterally develop and implement performance measures for the following Accounting Year. Depending on the degree to which Contractor achieves the performance measures in any Accounting Year, Contractor may be awarded all, none, or any part of the Incentive Fee. Contractor shall be responsible to document its achievement of the performance measures and eligibility for Incentive Fees for each Accounting Year. Within sixty (60) days after the end of each Accounting Year, Contractor and the Director shall meet to review Contractor's performance and consider the amount of incentives, if any, earned for such Accounting Year. If Contractor and the Department are unable to agree upon whether Contractor has met the applicable performance measures, or the amount of the Incentive Fee earned for such Accounting Year, the decision of the Director shall be final.

9.5.1.3 Submission of Documents and Reports. The total number of points possible for submission of documents and reports is 20 points. Within thirty (30) days of the Effective Date of this Agreement (or such other time as the Contractor and Director may mutually agree), the Contractor and Director shall set forth a list of critical reports and documents required for submittal by Contractor pursuant to this Agreement, such list being identified solely for purposes of calculation of the Incentive Fee herein (hereinafter, the "Critical Documents and Reports"). For every one of the Critical Documents and Reports which Contractor is required to submit to the City that is submitted more than two (2) days late, the City will deduct one (1) point per day for each late Critical Document and Report from the total of 20 possible points. Contractor shall also provide a written explanation of why the report is late, and if deemed acceptable to the Director (e.g. events beyond the control of Contractor or other excusable delay), the Director, at his/her sole discretion, may reinstate the deducted points for purposes of calculation of the Incentive Fee herein. Notwithstanding any provision to the contrary in this Agreement, in the event delivery of any required document or report (including the Critical Documents and Reports) would occur on a weekday or holiday, the required delivery date for such document or report shall automatically be deemed to be the next available business day (as commonly recognized by FDIC insured banks in the City of Austin).

9.6 Non-Appropriation. The awarding or continuation of this Agreement is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Agreement. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

9.7 Catering and Concession Account. Contractor shall establish a Catering and Concession Account, on behalf of the City, at a financial institution agreeable to the Director, separate from all other accounts, and shall deposit therein all monies and revenues of any type generated pursuant to this Agreement. The Catering and Concession Account shall be used exclusively for deposit of Gross Revenues, disbursements to the City's Repair and Replacement Fund and the Center Marketing and Promotions Fund payment of all Direct Operating Costs and disbursement of Net Profits, if any, to City. The above may be accomplished by Contractor managing disbursements and lock box transactions with Contractor's controlled accounts, with full accounting transactions provided to the City. The Periodic Fixed Fee and any Incentive Fee due Contractor, if any, shall not be passed through the Catering and Concession Account but shall be paid by the City pursuant to Sections 9.2 and 9.5.

9.8 Disbursement of Net Profits. Upon delivery of each monthly Financial Statement to the Director, which shall be due no later than thirty (30) days after the end of each Accounting Period. Contractor shall disburse to the City (a) one hundred percent (100%) of the Net Profits for the Accounting Period, and (b) the amount due the City under Article XI for the Center Repair and Replacement Fund and the Center Marketing and Promotion Fund. Any net losses in any Accounting Period will be off set against the next month's Accounting Period net profits, if any, and thereafter paid by the City.

9.9 Capital Investment.

9.9.1 By November 1, 2012, Contractor shall deposit One Million Five Hundred Thousand Dollars ($1,500,000) into a restricted bank account ("Restricted Capital Investment Account"), separate from the Catering and Concession Account.

No expenditures from the Restricted Capital Investment Account shall be authorized without the prior written mutual agreement of the City and Contractor. Contractor shall be required to maintain a sufficient collateral agreement for an account balance above the FDIC insured limit of $250,000 with respect to the Restricted Capital Investment Account, provided that the costs of such collateral agreement shall be considered Direct Operating Costs. The Restricted Capital Investment Account must be reported on Contractor's balance sheet. All Contractor purchases for expenditures from this Restricted Capital Investment Account shall be amortized on a straight line basis. The amortization expense shall be a Direct Operating Cost, as defined in Section 10.3 of this Agreement. No expenditures from the restricted Capital Investment account are authorized without the prior written mutual agreement of the City and the Contractor subject to the procurement guidelines as outlined in Section 16.2.

9.9.2 Title. Title to any non-fixture equipment purchased with Capital Investment funds shall remain with Contractor until the expiration of the Term of this Agreement or City's payment to Contractor of the unamortized amount of the Capital Investment in the event this Agreement is terminated prior to the expiration of the Term, at which point title to such equipment shall vest in the City. Contractor shall complete and submit to the City all paperwork necessary to transfer title to the City within thirty (30) days.

9.9.3 Capital Investment Amortization. The Capital Investment shall be amortized on a straight-line basis over the Term of the Agreement, commencing on the date(s) the Capital Investment is disbursed to the Restricted Capital Investment Account and ending upon the scheduled expiration of the Term of the Agreement (September 30, 2022). The amortization expense of the Capital Investment shall be a Direct Operating Cost, as defined in Section 10.3 of this Agreement.

Article X
Accounting

10.1 Change Fund. Contractor shall establish, with its own funds, and shall maintain throughout the term of the Agreement a "Change Fund" to be used for cash bank and petty cash purposes. The funds in the Change Fund shall be and remain the property of the Contractor's Corporate office. Contractor shall not permit any of its employees to make change from open cash drawers, boxes or containers, or from pockets of clothing.

10.2 Financial Statements. Contractor shall deliver the following documents to the Director within the time periods stated, together with any documents or reports required by this Agreement. The first page of each Financial Statement shall be signed and dated by an executive officer of Contractor, or their designee, certifying the accuracy and completeness of the document.

10.2.1 The profit check (including the contribution to the Center Repair and Replacement Fund and the Center Marketing and Promotion Fund) and Financial Statements must be submitted within thirty (30) days after the end of each Accounting Period. The income statement should include current Accounting Year budgeted and actual, month, and year-to-date amounts, with a comparison to the corresponding Accounting Period from the preceding Accounting Year. Written explanations must be provided for any line items in which the difference between the current Accounting Year actual costs vary by more than ten percent (10%) from the current Accounting Year budgeted amounts. The same categories of personnel and operating costs used in the annual budget shall be itemized in the monthly income statement. Any interest earned on amounts deposited in the Catering and Concession Account shall be included as Net Profits.

10.2.2 The Financial Statements which are due thirty (30) days after the end of each Accounting Period, shall include, but not be limited to:

- monthly bank statements of the Catering and Concessions account and the Restricted Capital Investment Account and the Contractor's bank statements related to sales of alcoholic beverages at Center;
- cash bank account reconciliations;
- accounts receivable detail listing (subsidiary ledger) and aging reports;
- accounts payable detail listing (subsidiary ledger) and aging report;
- A statement setting forth the amount of Repair and Replacement Fund, and Marketing and Promotion Fund payments made or due to the City;
- A financial forecast, by month, estimating revenue, expenses, and profit, for the current Accounting Year. Explanations must be provided for any line items in which the estimated cost for the Accounting Year are projected to exceed the budgeted cost for the Accounting Year;
- A projection of the following three (3) months' revenue by event; and
- A statement listing Contractor's proposed expenditures for purchases from the Repair and Replacement Fund for the remainder of the current Accounting Year

10.2.3 The Contractor shall also provide a detailed schedule of all expenditures from the Restricted Capital Investment Account, within thirty (30) days after the end of each Accounting Year.

10.3 Direct Operating Costs. Subject to all of the terms and conditions of this Agreement, the Contractor shall be allowed to deduct the Direct Operating Costs from the Gross Revenues for the following costs as actually incurred and paid by Contractor in the management and operation of the Catering and Concessions Services at the Center. These costs shall be limited to the actual expenses incurred and paid by the Contractor, without any mark up. Contractor will submit to the Director a written request for any cost not listed below, but for which the Contractor believes to be a Direct Operating Cost. Upon written approval by the Director, the cost will be considered a Direct Operating Cost. All Contractor Direct Operating purchases must be made in accordance with Section 16.1. Direct Operating Costs shall include, but not be limited to, the following items:

10.3.1 Food, beverages, and products and supplies necessary to perform the Catering and Concession Services;

10.3.2 On-site base payroll costs, including regular salaries and wages (including sick days; vacations and holiday pay), and overtime;

10.3.3 The cost of employee benefits, FICA and State Unemployment, Federal Unemployment, other payroll taxes, 401-K expenses, retirement benefits, health, dental and life insurance, and worker's compensation insurance incurred and paid by Contractor on behalf of employees employed by Contractor at the Center and other payroll costs (including all employee bonuses and the costs of fringe benefits of the type customarily provided by Contractor to its employees if pre-approved in writing by the Director annually at the time the list of Essential Management Employees is submitted to the Director for approval);

10.3.4 Employee relocation costs, subject to Director approval. Costs in this category may be capped at such level as determined by the City;

10.3.5 The cost of temporary contract labor and subcontractors necessary to carry out the Catering and Concessions Services at the Center;

10.3.6 The cost of licenses, insurance, permits and fees associated therewith, pre-employment testing, criminal background checks, local personnel recruiting expenses to include advertising for recruits, cellular telephone service. Cellular telephone costs may be capped at such level as determined by the City. Contractor must submit to the Director for approval, a list of employees and the business case justification for all employees for which cell phones are requested;

10.3.7 Laundry and linen services, cleaning and maintenance costs (including, without limitation, all costs in performance of the obligations set forth in Article XVIII;

10.3.8 The reasonable cost of necessary and appropriate training for Contractor employees working at the Center;

10.3.9 Office supply costs, including the cost of point of sale supplies, copier supplies, postage and printing costs;

10.3.10 Cost of annual maintenance and support agreements associated with enterprise systems as defined in Article XX (Technology and Telecommunications);

10.3.11 The cost of uniforms;

10.3.12 Disposable decor;

10.3.13 All sales, use and/or excise taxes (including, without limitation, any liquor taxes) arising from the Catering and Concession Services;

10.3.14 Credit Card Processing Fees;

10.3.15 The cost of third party armored car, security, and revenue depository service;

10.3.16 Equipment rental;

10.3.17 Dues and subscriptions;

10.3.18 The travel costs of General Manager or other staff from other Corporate facilities, who will assist with workloads at the Center during peak demand periods is subject to the City's travel policy. All travel, lodging, and per diem expenses in connection with the Agreement for which reimbursement may be claimed by the Contractor under the terms of the Agreement must comply with the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

http://www.gsa.gov/portal/category/21287

No amounts in excess of the Travel Policy or Rates shall be authorized. The Director must approve in advance of any such travel;

10.3.19 The pro-rata salaries of Contractor personnel brought from other Corporate facilities who will assist with workloads at the Center during peak demand periods;

10.3.20 Amortization expense for the Capital Investment;

10.3.21 Replacement costs of items not meeting eligibility requirements under Article XI (Equipment Repair & replacement);

10.3.22 Cash shortages below one-half percent (1/2 %) of Concession Sales;

10.3.23 Office and computer equipment as defined in Section 20.1.1 and high-speed internet service as defined in Section 20.1.3. All purchases of office and computer equipment must have prior written approval by the Director;

10.3.24 Allocated insurance costs (including liquor liability insurance);

10.3.25 The cost of obtaining and maintaining the change fund required pursuant to Section 10.1;

10.3.26 Costs of alcohol awareness training (TIPS/TABC), costs of training of staff and management.

10.3.27 Any maintenance costs on furnishings provided by Contractor pursuant to Section 5.6;

10.3.28 Property taxes on items purchased with The Capital Investment;

10.3.29 Costs associated with the User Survey described in Section 9.5.1.1;

10.3.30 The Pre-Operating Expenses defined in Section 1.25; and

10.3.31 Legal expenses incurred solely with respect to matters at the Center unless Contractor is found to be guilty by a Court of competent jurisdiction.

10.4 Non-Allowable Expenses. The following expenses shall not be included as Direct Operating Costs. Non-allowable expenses are to be paid by Contractor at its sole cost and expense.

10.4.1 Salaries, costs and expenses of non-resident or Contractor's Corporate office legal, internal audit, administrative, financial, and executive personnel or other general Corporate overhead costs;

10.4.2 The costs or expenses of legal representation and administration if the Contractor is found to be guilty by a court of competent jurisdiction. If legal fees are incurred due to matters arising specifically with respect to a matter involving the Center (i.e. liquor licensing matters) such fees shall be deemed Direct Operating Costs;

10.4.3 Contractor's income taxes, gross receipts taxes and other taxes not included as Direct Operating Costs;

10.4.4 Any or all liquidated damages, penalties, late charges, and fines paid by Contractor or owed to the City or any third party, and its employees. This includes, but is not limited to, penalties and interest charges on any payments due, including but not limited to payment of taxes;

10.4.5 Amounts payable by Contractor to City under the indemnification provisions hereof;

10.4.6 The cost of the Performance Bond which Contractor is required to obtain in accordance with this

Agreement;

10.4.7 The cost of repairs for damages to the Center or its improvements or equipment to the extent caused by the negligence or willful misconduct of Contractor or its employees, vendors, agents, or subcontractors;

10.4.8 All travel costs and salary expenses of Contractor's General Manager or other staff working at Center, who travel to assist any facility other than the Center, during their peak demand periods except to the extent approved by the Director in writing prior to travel;

10.4.9 Cash shortages over one-half percent (1/2 %) of Concession Sales;

10.4.10 Costs specifically not allowable pursuant to the terms in Article XI (Center Equipment Repair and Replacement Fund);

10.4.11 Costs specifically not allowable pursuant to the terms of in Article XI (Center Marketing and Promotion Fund);

10.4.12 Administrative charges not intended to be a tip or gratuity for the benefit of service employees collected from Catering Sales; such charges are included in Gross Revenues;

10.4.13 Costs of lost or missing City security control devices, such as access cards;

10.4.14 Any other costs identified in the Agreement as costs to be borne solely by the Contractor, or from the Contractor's own funds;

10.4.15 Cost associated with the initial purchase or installation of enterprise systems as defined in Article XX (Technology and Telecommunications); such costs are included in the amortization expense of the Capital Investment which are Direct Operating Costs; and

10.4.16 Severance pay to any Contractor's personnel specifically asked to be removed by the Director from providing services under this Agreement unless the Director approves a severance package in writing at the time the Director asks for the removal of such employee. If the Director approves a severance package, such severance package will be deemed a Direct Operating Cost.

10.5 Cash Processing. Contractors hall take all precautions to ensure that all cash income received from any source and non-cash vouchers are immediately recorded, income is deposited in a timely manner, and that designated reports are submitted as required under this Agreement. Contractor shall ensure that all expenditures are supported by appropriate vendor invoices. Contractor shall pay all proper bills and other expenses (other than those paid for by City) incurred in the normal course of providing Catering and Concession Services at the Center.

10.6 Transporting Funds. Transport of funds between ACC and PEC and any other City or non-City facilities should be performed under appropriate security. Cash deposits or transports in excess of one thousand dollars ($1,000) shall be transported in contracted armored car or by security as approved by the City. All transport of cash between locations must be made in locked transport bags or tamper-evident bags. Couriers will not have keys to locked transport bags; only the sending and receiving units will have keys.

10.7 Losses. If Gross Revenues are lost or stolen from the custody and control of Contractor, Contractor shall continue to be responsible therefore, and shall deposit in the bank designated by the City, from Contractor's own funds, a like sum of monies within two (2) business days of discovery of the loss or theft. If the loss or theft, is insured or otherwise secured by Contractor, any payments made to the City by such insurance company, bonding company, or other, shall be reimbursed to Contractor to the extent of such insurance proceeds or security deposit. Any suspected criminal activity, including embezzlement or theft shall be reported to the Department and proper law enforcement authorities.

10.8 Master Billing. If requested by a User and the City, Contractor may, in its sole discretion, but without obligation to do so, participate in the Master Billing process. For services rendered by Contractor pursuant to this Master Billing process, Contractor would be required to submit to the City the following documentation:

10.8.1 User shall execute and deliver to Contractor its standard form Catering Agreement, with only such changes as are acceptable to Contractor in its discretion;

10.8.2 Contractor shall complete the Credit Control Form provided by the Center;

10.8.3 Contractor shall bill the User by forwarding Contractor's invoice to the City, for services provided to the User; and

10.8.4 The Department shall forward payment to Contractor once sufficient payment is received from the User. To the extent that payment from a User is delayed, uncollected, or uncollectible, such amount together with any costs of collection, settlement, or write off shall be considered a Direct Operating Cost.

10.9 Automated Financial Systems. As of the October 1, 2012, Contractor shall have installed and have operational, to the satisfaction of the Director, certain financial systems (including corresponding software) which produces financial statements as required in section 1.1.4, conforms to GAAP and includes annual line item budgeting for expenditures and revenue accounts, segregating and identifying assets, liabilities and net worth. Such systems shall include processes to bill, collect and record all catering and concession revenues in a format acceptable to the City. Failure to provide such automated financial systems shall be considered a material breach of this Agreement.

10.10 Credit Cards. Contractor must accept at a minimum MasterCard, Visa, and American Express from Users in payment for Contractor's services. Contractor is responsible for processing any credit card charges through its system and bank. Contractor shall provide credit card processing services, and the costs of such credit card processing services are a Direct Operating Cost.

10.11 Budgets. Contractor shall provide the Director with all budgets related to the Catering and Concession Services at the Center in formats acceptable to the Director.

10.11.1 Operational Budget. The Operational Budget shall include, at a minimum, a projected income and expense statement including all income and line item expense items spread by Accounting Period, and by facility. Contractor shall provide the Director, for approval, with an operational budget for the forthcoming Accounting Year, no later than thirty (30) days after the Effective Date of this Agreement. Thereafter, operational budgets must be submitted by Contractor in each subsequent year during the term of the Agreement according to the following schedule:

10.11.1.1 Preliminary operational budget for the forthcoming Accounting Year is due no later than January 15.

10.11.1.2 Proposed operational budget for the forthcoming Accounting Year, is due no later than May 1. This operating budget should be included as part of the Annual Sales and Marketing Plan submission.

10.11.1.3 A summary of forecasted operational budgets for the four (4) years following the forthcoming Accounting Year is due no later than January 15, in a format acceptable to the City.

10.11.2 Financial Forecast. Contractor must submit a financial forecast, within thirty (30) days after each Accounting Period,estimating revenue, expenses, and profit, for the current Accounting Year. In the event that it appears reasonably likely, in any budget year hereunder, that the actual Net Profit will be

smaller than projected in the Operational Budget for such Accounting Year, the City may request from the Contractor a plan for reduction of Direct Operating Costs to a level consistent with the budgeted net operating profit, provided that such plan does not materially interfere with the provision of the Catering and Concessions Services as provided for under this Agreement. The Contractor shall forthwith comply with any such expense reduction requested by the City set forth in Contractor's plan for reduction of Direct Operating Costs, provided that such plan does not materially interfere with the provision of the Catering and Concessions Services as provided for under this Agreement.

10.11.3 Equipment Repair and Replacement Budgets. Contractor shall provide the Director with a three (3) year budget for the replacement or modification of the catering and concession equipment at all Center facilities no later than November 1, 2012. Thereafter, the three (3) year equipment repair and replacement budget must be submitted each subsequent year during the term of the Agreement; no later than May 1.

Article XI
Equipment Repair and Replacement and Marketing Promotions

11.1 Subject to the order of priority set forth in Section 9.8 herein and to the extent of available Gross Revenues, Contractor shall transfer to the City for deposit into Center's Repair and Replacement Fund and into Center's Marketing and Promotion fund, a percentage of each Accounting Period's Gross Revenues. As of the Effective Date of the Agreement, the percentages are three percent (3%) of Gross Revenue for the Center Repair and Replacement Fund, and two percent (2%) of Gross Revenue for the Marketing and Promotion Fund. The actual percentage transfers shall be determined by the City on an annual basis based on forecasted needs and assessment. Notice of the required percentage deposits shall be provided to the Contractor no less than thirty (30) days prior to the date upon which Contractor is required to submit its annual budget for the next applicable Accounting Year. All Contractor purchases for expenditures reimbursable from this fund shall be subject to applicable state law and City requirements for the procurement of goods and services as outlined in Article XVI. At the end of each Accounting Year, any unexpended funds in these accounts shall remain in the applicable fund for the next Accounting Year and shall remain the property of the City. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request. With respect to both the Equipment Repair and Replacement Fund and the Marketing and Promotion Fund, within sixty (60) days of the purchase, Contractor must submit a reimbursement request to the Director with such reasonable documentation (invoice, proof of payment, purchasing procedure used, etc.) as may be required by the City for the fund expenditure. For any Contractor reimbursement request for a fund expenditure that is not submitted to the Director within sixty (60) days of Contractor's purchase, the Contractor must submit documentation, including but not limited to due cause for failure to obtain prior permission, proof of attempt to contact the Director, and relevant reason for the purchase) to the City for the late submittal. The Director shall determine in his/her sole discretion whether good cause exists and will consider factors such as the original reason for the purchase, the reason for the late submittal or failure to obtain initial approval (i.e., Contractor attempted to contact Director but Director was unavailable), and any other factors the Director deems relevant. In the event Contractor fails to provide a justification to the reasonable satisfaction of the Director, the Director may deny the reimbursement request and the applicable expenditure shall be borne solely by the Contractor. The City shall not be liable for any fund expenditure not authorized in writing by the Director.

11.1.1 Repair and Replacement Fund. Assets in this fund shall be used solely for acquisition, replacement, repair, and maintenance of equipment and small wares for the Catering and Concession Services. Expenditures from this fund include but are not limited to cooking equipment, glassware, silverware, china, shelving racks, drink dispensers and non-disposable decor. Also includable are expenditures for equipment directly supporting the operations necessary to deliver catering and concessions products to the User, such as display cases, cash registers, coin counters, security equipment for the cash office, and security equipment for Contractor's Designated Areas. Any operational supplies related to such equipment are considered a Direct Operating Cost and are

excludable from expenditure from the Equipment Repair and Replacement Fund. Contractor must receive prior written approval from the Director before each proposed expenditure and include the basis for the particular acquisition, replacement, maintenance, or repair. All small wares and equipment purchased by Contractor must be new and of modern design, purchased in sufficient quantities to provide proper service to Users. Contractor shall provide the City samples of china, glassware, flatware, etc., for approval, prior to purchase. All purchases from this fund shall be as outlined in Section 16.2.

11.1.2 Marketing and Promotion Fund. This fund shall be used exclusively for costs associated with the promotion and marketing of 1) Center facilities and 2) Catering and Concession Services at Center scheduled events to increase brand awareness. Typical expenditures from this fund include sales collateral, promotional products, User welcome gifts/baskets, and any on-site User sponsored food and beverage. In addition, pre-planned User events such as User dinner at national meeting planner industry convention are also eligible. The proposed expenditures must be included in the Quarterly Marketing and Promotional Plan and have written approval from the Director and Assistant City Manager prior to expenditure. Any qualifying expenses that exceeded the anticipated amount, or were not included in the quarterly marketing and promotions plan, must be approved in writing, post-event, by the Director and Assistant City Manager in order to be reimbursed. All purchases from this fund shall be as outlined in Section 16.2.

Article XII
Records, Inspections, and Audit

12.1 Right To Audit. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Agreement. The Contractor shall retain all such records for a period of three (3) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit. The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Agreement.

12.2 Inspection. Contractor shall perform, on a regularly scheduled basis, routine inspections of all kitchen equipment to determine whether such equipment is in need of repair or replacement. Contractor shall immediately report to the City any required repair or replacement of Center fixtures or furnishings. It is anticipated that on or about July 1 of each year, City will perform an annual maintenance inspection of the kitchen facilities and other areas occupied by Contractor and its subcontractors. Contractor shall promptly cure any deficiencies that are identified in the inspection. Nothing in this provision requires an annual inspection or limits City's rights to inspect the kitchens at any time during the term of the Agreement. City's failure to inspect or identify deficiencies does not release Contractor of its maintenance obligations.

12.3 Record Keeping and Reporting. Contractor shall maintain a separate set of books and records for its operations at the Center, including alcohol operations, in accordance with Generally Accepted Accounting Principles. Contractor shall pay all costs and expenses connected with its operations when due. Penalties and interest charges paid resulting from Contractor's payments to the vendor after the due date are non-reimbursable costs. Contractor is to maintain itemized records of all Direct Operating Costs incurred and paid, including original invoices. Contractor shall also maintain all personnel files, payroll summaries, Catering and Concession Account deposit receipts and bank statements. Contractor shall maintain full and accurate records of all operations and receipts; which records shall be in a form satisfactory to the Director. The City or its authorized agents shall have the right to inspect such books or original entries and other related books, records or receipts, wherever located, at such reasonable times and as often as may be requested during the term of this Agreement and, following the term of this Agreement, for a period of three (3) years, or such further time as necessary to complete an audit should an audit last beyond three (3) years after the termination of this Agreement for any reason. Records must

be kept on City facilities or at some other location mutually agreeable to the parties.

12.4 Sales and Inventory Documentation. Contractor shall keep complete and accurate inventory control records.

12.5 Annual Certified Audit. Independent, certified audits of Contractor's operations, performed by a Certified Public Accountant or firm, shall be submitted to the Director by January 31st following each Accounting Year. The first audit shall be due January 31, 2014, and the final audit due January 31, 2023. The City shall engage and pay the auditor. Prior to the City's review and approval of a selected auditor, the auditor must provide the firm's latest peer review and agree to allow the City to conduct a follow-up peer review (upon completion of an audit) at the request of the City Auditor. In the event an audit reveals a shortage in Profits due the City of more than three percent (3%) of the total profit paid to the City for that Accounting Year, interest on the underpaid balance shall be due the City at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate. Contractor shall address any findings in the Annual Certified Audit and provide to the Director a written response to the findings and an action plan on how and when the findings will be remedied within thirty (30) days of the release of the findings.

12.6 Procedures Manual. Contractor, within sixty (60) days of the Effective Date of the Agreement, will have a Procedures Manual for its Catering and Concessions Services at the Center, and make it available to the Director upon request. Contractor shall operate The Catering and Concessions Services at the Center in accordance with the Procedures Manual. The Procedures Manual shall, at a minimum, address the following topics:

- General operating procedures
- Personnel policies
- Employee job descriptions and guidelines
- Procedures for alerting the City to maintenance problems
- Emergency procedures
- Cleaning and Maintenance Schedules
- Employee financial responsibilities
- Cash handling, credit card handling, reconciliation and refund procedures
- Handling of non-standard transactions
- Internal financial controls; the internal control structure shall be supported by a) the selection, training, and development of qualified personnel; b) an appropriate segregation of duties; c) appropriate Contractor management review and oversight; and d) the creation and dissemination of appropriate written policies and procedures.
- Audit procedures, including procedures for auditing each cashier at the end of each shift
- Security and safety procedures
- Inventory Procedures
- Acceptable computer and internet use policy

12.7 Other Audits. Contractor shall cause audits of its accounting procedures related to its operations at the Center under this Agreement to be performed by an internal auditor from Contractor's home office. These audits shall be performed at least quarterly, at Contractor's expense, during each year of this Agreement. Upon completion of each such audit, the auditor shall file with the Department a written statement in a format approved by the Department, stating when the audit was performed, the time period covered by the audit, the scope of the audit, and audit findings, conclusions and recommendations. The Contractor's home office shall file a written response to the auditor and to the Department, within thirty (30) days, for all audit reports containing one or more findings or recommendations for improvement, stating what actions will be taken by Contractor, and when, to correct any deficiencies or implement necessary improvements. As Contractor performs periodic audits of equipment and smallwares, Contractor agrees to share such audit information with the City.

12.8 Compliance Reviews. Contractor shall also be subject to periodic, unannounced compliance reviews of

the Catering and Concessions Services at the Center by the Director or the Director's designee. After completion of such operating reviews, the Contractor shall be notified by the Director of conditions needing correction or improvement. Contractor shall promptly correct deficiencies in any such notice. Contractor shall provide written response to City within thirty (30) days of completion of audit or audit report, including any corrective action plan and timelines to address any findings or deficiencies.

XIII
Menus

13.1 Food Quality and Value Standards. Contractor will maintain the highest level of excellence in its menu and in the quality and freshness of its supplies and food preparation. Contractor will keep informed of current trends in consumer food preferences and products and will have a formal written program for quality control and improvement. Food quality and price must be at least consistent with the quality and price offered by concessionaires providing similar services within Texas. Contractor agrees to use local products whenever reasonable. Contractor shall provide a variety of high quality and nutritious food. The following parameters shall be observed by Contractor in regard to the menus developed for the Center:

13.1.1 Develop innovative menus which emphasize variety, nutrition, quality, and use fresh foods and seasonal foods whenever possible;

13.1.2 Utilize creative food displays and merchandising techniques to ensure customer satisfaction;

13.1.3 Provide healthful menu choices that include and identify foods that are low in calories, sodium, fats and other information that would satisfy special needs customers;an d

13.1.4 Be able to produce the menu using the appropriate staffing plans with the equipment available at the Center.

13.2 Purchasing Specifications. Contractor must comply with the minimum purchase specifications, as listed below. Contractor's own purchasing specifications must equal or exceed these minimums:

13.2.1 All meats, meat products, poultry, poultry products, and fish must be Government inspected

13.2.2 Beef, lamb, and veal shall be USDA Grade Choice or better

13.2.3 Pork shall be U.S. No. "1"

13.2.4 Poultry shall be U.S. Government Grade "A"

13.2.5 Freshf ish and seafoods hall be top grade, frozen fish and seafoods hall be a nationally distributed brand, packed under continuous inspection by the USDA

13.2.6 Dairy products: Eggs -fresh USDA or state graded "A" Butter -USDA Grade "A" (92) score Cheese -USDA Grade "A" for all graded cheese Milk and milk products -USDA Grade "A"

13.2.7 Fresh fruit and vegetables -USDA fancy to USDA Number "A" shall be u sed for all graded fresh vegetables and fruit as a minimum specification

13.2.8 Dry stored items and canned goods -Grade "A" fancy

13.2.9 Frozen fruits and vegetables -USDA Grade "A"

13.3 Printed Menus. All printed menus must be approved by the Director. Contractor agrees to provide menus to City for promotional purposes.

XIV
Pricing/Portions

14.1 Prices. Contractor shall post in a conspicuous place at each bar and concession stand a complete list of prices of all articles offered for sale. The content and manner of posting of each list, including the style and size of the signs, shall be subject to the written approval of the Director, which approval shall not be unreasonably withheld. Prior to implementing any price change, Contractor shall notify and obtain written approval from the Director. This approval requirement shall apply to all items offered to patrons or tenants of the Center, whether provided through concessions or vending operations or the catering menus. In the event that the Director and Contractor cannot agree on the size of annual price increases, it is agreed that Contractor's prices may be increased or decreased per item per Accounting Year, by the amount of increase in the annual Consumer Price Index All Urban Consumers (CPI-U) as announced by the Federal government for the calendar year immediately preceding the year in question. Notwithstanding the foregoing, the provisions of this Section 14.1 shall not apply to the prices to be charged by Contractor for alcoholic beverages it may offer for sale at the Center. Prior to implementing any price change for any alcoholic beverages, Contractor agrees to consult with the Director to obtain his or her input thereto. Nonetheless, the determination of the prices to be charged for alcoholic beverages for sale at the Center shall rest solely with Contractor.

14.2 Competitive Prices. Contractor shall ensure the City that its prices are competitive with similar facilities. An annual pricing study will be conducted on each anniversary date of this Agreement by Contractor with a competitive set of local hotels (at least three), and like competitive convention centers around the country (at least three). The competitive set for the survey will be approved in writing in advance by the Director.

14.3 Portions. Contractor shall submit for approval the proposed portion sizes of all items available for sale in the Center to the Director. Contractor shall coordinate with the Director to establish and control portion sizes of all items available for sale on the premises.

XV
Branding, Marketing and Advertising

15.1 Contractor's Obligation to Market Center. Contractor shall use its best efforts to market the Center and generate Gross Revenues for the benefit of the City consistent with the representations contained in Contractor's Offer and this Agreement.

15.2 Logos. Contractors hall not display any identifying logos and/or graphics within the Center except (a) as may be on its employee identification badges or uniforms or (b) as may be utilized in connection with the concession stands, carts, kiosks or other portable concessions or (c) as may be affixed to equipment, smallwares or other products identifying the manufacturer of the product used by Contractor or (d) as may be requested by a User of the Center. Signs and other graphic materials that are used by Contractor shall be conservative and must be approved in advance by the Director. Contractor shall not place signage printed with commercial brand name identification at the Center or use such signage when providing Catering and Concession Services to Users oft he Center.

15.3 City's Logo. Contractor shall not in any manner use City's logo, or the Catering and Concession Services, or the Center for advertising, publicity, marketing, or public relations purposes without the Director's prior written approval.

15.4 Marketing. The Contractor is responsible for the development and execution of an acceptable sales and marketing program for the Catering and Concessions Services at the Center. All advertising and promotional material requires the prior approval of the City before it is printed, published, or broadcast. The Contractor shall not use its corporate name or logo on any Center sales brochures, menus or uniforms, business cards, letterhead or other materials. The marketing program shall include participation in the web site maintained by the Center.

15.5 Annual Sales and Marketing Plan. For each Accounting Year, Contractor shall submit a draft Annual Sales and Marketing Plan on or before May I of each year preceding the beginning of the next Accounting Year for review, comment, and approval by the Director. The final plan shall be submitted to the Director no later than the July preceding the beginning of the next Accounting Year. The initial Annual Sales and Marketing Plan is due by November 1, 2012. The Annual Sales and Marketing Plan shall, at a minimum, include:

- the proposed operating budget for the forthcoming year;
- marketing plans;
- proposed changes in any policies promulgated by Contractor;
- proposed changes in MBE/WBE Subcontractors; and
- forecasts of income and expenses for each Accounting Period during the Accounting Year.

15.6 Quarterly Marketing and Promotional Plan. Contractor and the Director shall prepare a Quarterly Marketing and Promotional Plan for the City Manager's or designee's review and approval. Contractor must submit the initial Plan to the Director no later than thirty (30) days prior to the first quarter in the Accounting Year. Thereafter, Contractor must submit the Plan no later than fifteen (15) days before the beginning of each quarter in the Accounting Year. The Plan must itemize proposed expenditures from the Marketing and Promotion Fund.

Article XVI
Procurement

16.1 Direct Operating Purchases. Except as otherwise provided in this Agreement, Contractor is responsible for and has sole discretion as to the purchase of all food, consumable items, and related supplies. It is the Contractor's responsibility to contain costs and maximize profit. Contractor must have its own written procurement/cost containment policy in effect for items covered as Direct Operating Costs. Upon request by the City, the Contractor must submit a copy of its procurement/cost containment policy as well as written justification showing that purchases were made in compliance with the policy.

16.2 Purchasing Rules. This Section shall apply to all purchases from the Restricted Capital Investment Account, the Repair and Replacement Fund, and the Marketing and Promotion Fund. Contractor agrees to procure goods, services, and equipment necessary or appropriate for the Catering and Concession Services. In procuring such goods, services, and equipment, Contractor shall comply with all applicable laws governing City procurements. Without limiting the general applicability of the foregoing sentence, all procurements over $50,000 must be solicited through competitive sealed bids or proposals in accordance with the requirements of Texas Local Government Code Chapters 252 or 271, as applicable. Notice of the solicitation must be given as provided in Texas Local Government Code Chapter 252. Unless Contractor is advised in writing that a procurement is exempt by law from the requirements of a competitive solicitation, or the requirement for competitive solicitation is waived by the Director, Contractor shall obtain at least three (3) bids or proposals, and make a written recommendation to the Director as to which offer is the low responsive bid, or the best proposal, as applicable. The City shall make the final determination as to all contract awards. Contractor's purchasing policy shall include detailed procedures for procuring common types of goods, services and equipment required in the Catering and Concession Services.

Article XVII
Inventory

17.1 Inventory Systems

17.1.1 On October 1, 2012 Contractor shall have installed at the Center and have operational, to the reasonable satisfaction of the Director, an automated inventory control management system and a point of sale system. Failure to provide the systems shall be considered a material breach of this Agreement.

17.1.2 An inventory for Concession Services shall be performed at each service location before and after each event including an actual cash count of each event's sales receipts, and a sales report shall be prepared for each event held at the Center.

17.1.3 Inventory Management System. A monthly inventory of all food and beverage items shall also be performed. Upon request Contractor shall provide the City with a current inventory listing. Contractor shall be responsible for retail inventory accounting for all concession and catering operations operated by Contractor. Contractor is responsible for producing reports that segregate between smallware type items and equipment items to ensure completeness of asset tracking that reconcile to the annual inventory. The reports must be delivered to the Director upon request.

17.2 Annual Inventory of Equipment and Smallwares. The Contractor shall complete and submit to the Director an annual physical inventory of the equipment and smallwares, reconciled to system inventory by November 30th of each year. Contractor shall identify differences in addition to any pertinent information related to reconciliation differences. The inventory report must be delivered to the Contract Manager on or before the annual anniversary date of this Agreement and upon termination or expiration of this Agreement. If any equipment and smallwares is unaccounted for after such inventory, Contractor has sixty (60) days from finalization of the inventory to produce missing equipment or provide a written explanation and plan for replacement. The Director will determine the funding source based on written explanation and plan provided by Contractor. If missing equipment is due to the negligence or willful misconduct of Contractor; the cost of such replacement shall be borne solely by Contractor. The City shall own all title, right, and interest in the equipment and smallwares purchased by Contractor. During the year, as Contractor conducts cycle counts on the equipment and smallwares; the results of such cycle counts shall be shared with the Director.

17.3 End of Life Equipment. The Contractor shall identify any equipment that has met the end of its useful life and request written approval from the City to scrap such equipment subject to City's recycling policies.

17.4 Asset Tagging. Contractor shall immediately make available upon receipt all assets with a life expectancy of one (1) or more years, purchased with funds from the Center Equipment Repair and Replacement Fund or the Center Marketing and Promotion Fund. Equipment with purchase price of five thousand dollars ($5,000) or more will be asset tagged according to City policy. The City shall be responsible for the actual asset tagging. The Department will internally track equipment with a purchase price of less than five thousand dollars ($5,000).

Article XVIII
Sanitation/Sustainability

18.1 General. Contractor shall maintain at all times all Catering and Concession Service areas, business offices, kitchen dock areas, and retail sales areas in a neat, professional, and sanitary condition; arrange for the cleaning and waste removal from all Catering and Concession areas to a central collection point.

18.2 Cleaning and Maintenance. Contractor shall keep all areas of the Center, except seating areas, within a

radius of ten (10) feet of each stand, commissary, concession, and Catering and Concession work area, clean and free from all rubbish. Contractor shall employ the necessary personnel before, during and after hours of any event to ensure compliance with this Article.

18.3 Health Department Requirements. Contractor shall maintain proper sanitary cleaning procedures in the kitchen and comply with all state, city, county or City sanitation regulations.

18.4 City Inspection. City reserves the right to notify Contractor at any time when conditions, in City management's sole opinion, are unacceptable. Contractor will have twenty-four (24) hours from written notification to remedy the situation. Should Contractor fail to remedy the situation within the prescribed twenty-four (24) hours, City will remedy the situation at Contractor's sole expense. Failure to meet this obligation shall be considered a material breach of this Agreement.

18.5 Kitchens and Food Preparation/Service Areas. Contractor is solely responsible for maintaining the kitchen areas, food service areas (including all concession stands), and all equipment and supplies. Contractor must maintain impeccable cleanliness and sanitation of all food service equipment and facilities, with the latter maintained in a clean and sanitary condition at all times before, during and after all services (including, but not limited to, sweeping and mopping of floors of all concessions/catering areas post-event, regularly scheduled sweeping and mopping of kitchen floors, and grease, dirt, etc.; "film" cannot be allowed to accumulate.

18.6 Furnishings. Contractor is responsible for cleaning of all tables, chairs and other furnishings, portable bars, stands and concession areas used by Contractor. No equipment/furnishings should be stored, post-event, without prior cleaning of all surfaces, including, but not limited to, counter tops, shelves, where food or product comes in contact. All cleaning supplies shall conform to the City's sustainability requirements.

18.7 Other Areas. Contractor is responsible for maintaining in clean condition all other areas under Contractor's control.

18.8 Supplies. Contractor will supply all necessary equipment, soap and chemicals for cleaning. In order to comply with the City's sustainability requirements, Contractor may request that City purchasing assist them in choosing and ordering cleaning supplies. All cleaning supplies shall conform to the City's sustainability requirements. In order to ensure Contractor's compliance with the Center's sustainability requirements, the Contractor will follow the Center's Green Cleaning Policy attached hereto as Exhibit D.

18.9 Tallow Services. Contractor shall contract with a tallow service for disposal of any tallow waste such as oil and grease. The tallow services shall comply with all governmental laws and regulations concerning the disposal of tallow. Contractor shall take all precautionary measures necessary to assure that grease is not discharged into the sewers.

18.10 Clean As You Go Policy. Contractor shall train all of Contractors' Personnel to follow a "clean-as-you-go" policy.

18.11 Inspections. Contractor shall immediately notify the Director, in writing, of any notices of violations which are received during or in connection with inspections. A copy of any such report received by Contractor shall be immediately sent to the Director. Contractor shall include action plans to correct conditions causing the violations. City shall have the option to be present at all inspections and shall be given prior notice of inspections whenever possible within two (2) business days of inspection date.

18.12 Recycling. Unless otherwise directed by the City, Contractor shall implement a recycling program by November 1, 2012 and Contractor shall continue said program throughout the term of this Agreement. A copy of Contractor's recycling program shall be provided to the Director by November 1, 2012

XIX
Security

19.1 Security for Designated Areas. Except as specifically set forth in this Article XIX, Contractor is solely responsible for ensuring the security of all areas for which Contractor has exclusive rights and for all property within those areas. Contractor shall not alter, make any additions to, or interfere with any security system, electronic alarm system, fire system, or video system without prior consultation and written approval of the City. Contractor will not install or alter any physical doorways, rooms, or other areas of ingress and egress that would in any way limit the City's access.

19.1.1 Security staffing in support of any event is the exclusive authority and responsibility of the City and the Department. Contractor will not hire any security staff, including but not limited to uniformed security, or licensed police officers without prior consultation and written approval of the City.

19.1.2 Security and safety of all persons, facilities and assets is a priority for the City. The City reserves the right to mandate minimum security staffing at any event or in any circumstances that the Director determines is necessary in his sole discretion.

19.2 Access to Center. Contractor shall exercise extreme caution and care with respect to the handling and use of access to the Center and access control devices provided by the City for entry to the Center. Contractor will immediately report any lost or missing control devices (including access cards, identification cards, temporary passes) to the City and will pay the City such fees and charges as are requested by the City for replacement of lost or destroyed control devices.Co ntractor shall be responsible for turning off all appropriate equipment and lights and locking all appropriate doorsat the close of operations within the Center.

19.3 Security Policy. Contractor shall submit a written Security Policy by November 1, 2012 or any amendments hereto for approval by the Director. Said policy shall require all Contractor's Personnel to comply with all instructions, regulations, rules and codes of conduct as specified by the Director which will be provided on an ongoing basis. Contractor shall require all such personnel to utilize approved entrances and exits designated by the Director or his/her designee. Contractor shall furnish a list of the names of Contractor's Personnel and Contractor's Employees and provide updates to said list of names to the Director monthly as changes occur.

19.4 Workforce Security Clearance and Identification (ID)

19.4.1 19.4.1.1 Contractor is required to obtain a certified criminal background report with fingerprinting for all Essential Management Employees as identified in Section 8.1.3.

19.4.1.2 Subcontractors are responsible for obtaining and paying for background checks for all Subcontractors prior to any employee providing services under this Agreement. Such expense shall not be passed through as a Direct Operating Cost but shall be borne solely by the respective Subcontractor or supplier.

19.4.2 The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report].

19.4.2.1 Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;

19.4.2.2 The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or

19.4.2.3 A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.

19.4.3 Contractor shall obtain the reports for the Essential Management Employees at least thirty (30) days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's Personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card, provided that Contractor shall not be required to provide actual background results with such reports for such Contractor's Personnel.

19.4.4 Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's Personnel to determine those appropriate for execution of the work and for presence on the City's property, provided that Contractor shall not be required to provide actual background results with such reports for such Contractor's Personnel. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.

19.4.5 Upon receipt by the City of Contractor's affidavit described in Section 19.4.4 above and the list of the Contractor's Personnel, the City (through the Center's Security Offices) will provide each of Contractor's Personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's Personnel during the execution of the work.

19.4.6 The City reserves the right to deny an ID badge to any Contractor Personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the Agreement, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.

19.4.7 Contractor's Personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager (via the Center's Security Offices). Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.

19.4.8 ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.

19.4.9 Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's Personnel at all times while at the work site. The City reserves the right to deny entrance to anyone whose identification card or control device is determined to be under restriction or invalid.

19.4.10 The Contractor shall retain the reports and make them available for audit by the City during regular business hours. Notwithstanding any provision to the contrary in this Article XIX, it is understood and agreed that Contractor shall only be required to provide evidence (as opposed

to actual background results) that it has performed the required background checks to the City for compliance with the requirements set forth in this Article XIX.

19.5 Contractor's Property. Contractor is solely responsible for security for its fixtures, furnishings, equipment inventory and other personal property located in the Designated Areas.

19.6 Emergencies. In the event of fire, disturbance, actual or threat of violence, or any other emergency, Contractor will immediately notify the proper public safety authority or emergency service. Additionally, Contractor shall immediately notify the Director of such emergency by calling the Center's 24 hour security dispatcher at the number supplied by the City. Contractor shall ensure that all Contractor's Personnel are trained to respond to fire, civil defense, bomb threats, evacuations, and other emergencies based on procedures established by City. If Contractor becomes aware of any condition in the Catering and Concession Service facilities that is unsafe or unhealthy, Contractor shall immediately notifyt he Director in writing. Contractor shall also advise City, in writing, of whatever action Contractor has taken to remedy any safety hazard. Contractor, Contractor's Personnel, Contractor's agents or subcontractors agree to abide by and practice all state and local safety standards and regulations. Contractor shall take all reasonably necessary and proper precautions to protect the safety of Contractor's Personnel and other persons and to protect all property from any damages from whatever cause.

19.7 Fire Damage. Contractor shall give City prompt notice followed by formal written notice of any fire damage occurring to the Center and a copy of all notices received by Contractor of any claim for bodily injury occurring at the Center.

XX
Technology and Telecommunications

20.1 Contractor Responsibilities.

20.1.1 The Contractor shall provide and support the following: office equipment, cell phones, computers and computer-related equipment, desktop software licenses and maintenance (Microsoft Word, Excel, PowerPoint, etc), laptops, tablets, mobile devices, printers, network equipment, and network servers necessary for the performance of Catering and Concession Services and Contractor's other duties and obligations pursuant to the terms of this Agreement; the costs of which shall be deemed Direct Operating Costs.

20.1.2 The Contractor shall during the term of this Agreement, purchase, administer, maintain, and support enterprise systems such as, but not limited to, inventory systems, financial system, time and attendance system and other enterprise software solutions necessary for the performance of Catering and Concession Services and Contractor's other duties and obligations pursuant to the terms of this Agreement. The initial purchase of such systems and software shall be part of the Capital Investment. The cost of on-going maintenance and support of the systems and software shall be deemed Direct Operating Costs.

20.1.3 The Contractor shall during the term of this Agreement, obtain high-speed internet service from a provider of their choice; the costs of which shall be deemed Direct Operating Costs. The internet service should be sufficient to support the requirements of Contractor's office staff.

20.1.4 The Contractor is responsible for developing, implementing and monitoring acceptable use standards for computers and internet use that are consistent with City of Austin Acceptable Use Policies.

20.1.5 The City recognizes changes and advancements exist in the technology and telecommunications industry. If Contractor wishes to upgrade or change their technology not previously identified in this Agreement, Contractor may request such change or upgrade in writing with the Director.

20.2 City Responsibilities.

20.2.1 The City will provide, at no cost to Contractor, basic telephone service/cabling (dial tone) as needed during an event on the show floor/exhibit space/meeting space for exclusive use to support point-of-sale equipment and credit card terminals.

20.2.2 The City will provide, at no cost to Contractor, internet service (a shared, standard internet drop) as needed during an event for exclusive use on the show floor/exhibit space/meeting space at an amount equal to fifty percent (50%) of the rate published in the official City fee schedule in effect at the time of the event.

20.2.3 The City will provide, at no cost to Contractor, a TV and cable service for the Concession Sports Bars as needed during an event on the show floor/exhibit space/meeting space at an amount equal to fifty percent (50%) of the rate published in the official City fee schedule in effect at the time of the event.

20.3 Information Technology Systems. In connection with the services being provided hereunder, Contractor may need to operate certain information technology systems not owned by the City ("Non-City Systems"), which may need to interface with or connect to City's networks, internet access, or information technology systems ("City Systems"). Contractor shall be responsible for all Non-City Systems, and City shall be solely responsible for City Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. If Contractor serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, then Contractor will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data ("Data Protection Rules"). If Non-City Systems interface with or connect to City Systems, then City agrees to implement forthwith upon request from Contractor, at City's own expense, the changes to the City Systems that Contractor reasonably requests and believes are necessary or prudent to ensure Contractor's compliance with the Data Protection Rules.

Article XXI
Bonds and Insurance

21.1 Performance Bond. A performance bond executed by Contractor as principal issued by a surety company acceptable to the City in the sum of two hundred thousand dollars ($200,000.00) must be tendered on or before the execution of this Agreement, and must remain in force throughout the term of this Agreement. City shall have the right to approve the terms of the performance bond prior to issuance. The performance bond shall be conditioned upon the prompt payment by Contractor of all sums due the City during the term of this Agreement as well as faithful performance by Contractor of all other obligations, conditions and covenants of this Agreement. Failure to obtain or maintain the performance bond as required by this Agreement is a material breach and is grounds for terminating this Agreement.

21.2 Insurance. The following insurance requirements apply. Failure to obtain or maintain any of the following insurance requirements is a material breach and is grounds for terminating this Agreement.

21.2.1 General Requirements

21.2.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Agreement; the costs of which shall be deemed Direct Operating Costs.

21.2.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Agreement execution and within fourteen (14) calendar days after written request from the City.

21.2.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

21.2.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

21.2.1.5 The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

21.2.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

21.2.1.7 All endorsements naming the City as additional insured, and waivers as well as the Certificate of Insurance shall contain the Contractor's email address, and shall be mailed to the following address:

City of Austin
Purchasing Office
P. O. Box 1088
Austin, Texas 78767

21.2.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Agreement, covering both the City and the Contractor, shall be considered primary coverage as applicable. Any insurance coverage (additional insured or otherwise) that Contractor provides for the City shall only cover insured liability assumed by Contractor in this Agreement; such insurance coverage shall not otherwise cover liability in connection with or arising out of the wrongful or negligent acts or omissions of the City.

21.2.1.9 If insurance policies are not written for amounts specified, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

21.2.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

21.2.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Agreement and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

21.2.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement.

21.2.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

21.2.1.14 The Contractor shall provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Agreement.

21.2.2 Specific Coverage Requirements. The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Agreement, including extension options and hold over periods. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

21.2.2.1 Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are $500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

21.2.2.1.1 Contractual liability coverage for liability assumed under the Agreement and all other Contracts related to the project

21.2.2.1.2 Contractors/Subcontracted Work

21.2.2.1.3 Products/Completed Operations Liability for the duration of the warranty period

21.2.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

21.2.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

21.2.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

21.2.2.2 Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident. The policy shall contain the following endorsements:

21.2.2.2.1 Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage

21.2.2.2.2 Thirty (30) calendar days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage.

21.2.2.2.3 The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage

21.2.2.3 Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are $100,000 bodily injury each accident, $500,000 bodily injury by disease policy limit and $100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

21.2.2.3.1 The Contractor's policy shall apply to the State of Texas

21.2.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage

21.2.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC 420601, or equivalent coverage.

21.2.2.4 Excess Liability. The minimum bodily injury and property damage per occurrence are $5,000,000 each occurrence and $5,000,000 aggregate.

21.2.2.5 All Risk. Covering Contractor improvements, trade fixtures and equipment (including fire, lighting, vandalism, and extended coverage perils) shall be at replacement value.

21.2.2.6 Liquor Liability Policy. Limit of $1,000,000 per occurrence and $2,000,000 aggregate.

Aggregate Limits are twelve (12) month policy period unless otherwise indicated.

21.2.2.7 Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

21.2.3 Cash Handling Personnel. Contractor shall ensure that its cash handling personnel are insured orb onded for a minimum of $15,000.00. Contractor shall provide proof of such insurance or bond to the Director. In addition, Contractor, upon written request by the Director, will provide a copy of its internal control procedures implemented to protect the City from financial loss resulting from any aspect ofad ministering this Agreement.

XXII
Licenses and Permits

22.1 Liquor Licenses. Contractor or an affiliated entity shall acquire all licenses required for Contractor to legally sell and serve alcoholic beverages at the Center, as contemplated by this Agreement, by no later than October 1, 2012. Contractor is solely responsible for all costs related to the creation of the license, to all costs of license reporting, maintenance and renewal, for full compliance with Texas Alcoholic Beverage Commission (TABC) rules and regulations and all operational aspects of the license, including without limitation, those costs associated with the Liquor Transition (as described in Section 22.1.3 below) shall be deemed Direct Operating Costs. Contractor covenants that it will defend and hold harmless the City from and against any and all costs, losses, or liability, including without limitation payment of any fine or penalty or any cost of investigation or defense, resulting from Contractor's purchase, handling sale or other disposition of alcoholic beverages at the Center or from Contractor's failure to comply with any TABC requirements pertaining to the Center. Contractor agrees that following termination of the Agreement for any reason, Contractor will surrender its liquor licenses to the TABC for either voluntary suspension or cancellation, at Contractor's discretion, and shall cooperate with its successor as liquor licensee at the Center to effect a timely transfer of Contractor's remaining inventory of alcoholic beverages at the Center to such successor licensee at Contractor's cost therefor.

22.1.1 Contractor is responsible for paying for, obtaining and maintaining all appropriate licenses and permits, including, but not limited to the TABC license, required for the operation of its food and beverage services, for the construction and installation of all improvements, furnishings and fixtures, and for all other activities undertaken pursuant to the Agreement, the costs of which shall in all events be considered Direct Operating Costs. Copies of all operating licenses and license renewals shall be filed with the City.

22.1.2 If at any time Contractor is not permitted to sell alcoholic beverages at the Center due to a suspended or revoked TABC sale license, City shall have the right to suspend Contractor's rights hereunder only with respect to the sale of alcoholic beverages which otherwise would be allowed under the suspended or revoked license, so that Contractor shall continue to provide its Catering and Concession Services in all other respects. Contractor shall, within thirty (30) days and at its sole cost and expense, retain a third party which is reasonably acceptable to City and which possesses all necessary alcoholic beverage licenses to operate pursuant to the terms of this Agreement any area requiring alcoholic beverage service until Contractor shall have reinstated or obtained substitute liquor licenses.

22.1.3 City agrees to provide, in a timely fashion, information in its possession that Contractor needs in order to complete its application for the new liquor licenses and also agrees to cooperate with Contractor in its efforts to obtain said licenses. City shall ask the current liquor license holder at the Center to cooperate with Contractor and/or its designated affiliate in the transition of alcoholic beverage sales operations at the Center including, but not limited to, the submission of its liquor license to the TABC for voluntary cancellation or suspension in sufficient time to allow TABC to issue new liquor licenses to Contractor or its designated affiliate by no later than October 1, 2012. By agreeing to provide information and to cooperate with Contractor, City in no way assumes liability for Contractor's failure to comply with the requirements of Section 22.1, it being at all times the responsibility of Contractor to obtain the necessary licenses.

22.2 Retention of Liquor License. In the event Contractor, or another entity that has contracted with Contractor to hold the alcoholic beverage license for sales at the Center is found to manage the Catering and Concession Services in a manner in violation of the State law or applicable regulations concerning alcoholic beverages, as determined by the TABC. Contractor shall do all things necessary to retain or regain such license or status, or to ensure that the other entity it has contracted with, if applicable, retains or regains such license or status at no cost to the City.

22.3 Compliance with Industry Public Entertainment Facilities Act. The parties hereto acknowledge that (a) the Center qualifies as a "public entertainment facility" under the Industry Public Entertainment Facilities Act (Subchapter C of Chapter 108 of the Texas Alcoholic Beverage Code) (the "Act"), (b) Contractor will qualify as an "independent concessionaire" as defined in Sec. 108.73(1) of the Act, and (c) City intends to solicit, either directly or through its designated agent(s), sponsorships of the Center, venues within the Center, and/or events to be held at the Center from members of the manufacturer, distributor, or wholesaler tiers of the alcoholic beverage industry ("Upper Tier Members"). In accordance with the Act, City and Contractor affirmatively disavow the right of any party to engage in conduct prohibited by the Act. Specifically, but without limitation, the parties acknowledge that Contractor (a) shall have no right to receive direct or indirect monetary benefit from advertising or sponsorship revenues obtained from Upper Tier Members, and (b) shall not be subject to the direction or control, either directly or indirectly, of City, any event producer, or any Upper Tier Member as to the quantities or brands of alcoholic beverages Contractor may buy or sell at the Center. City agrees to include such a disavowal on the part of any Upper Tier Member with which City may enter into any advertising, promotional or sponsorship agreement related to operations at the Center in all such agreements.

22.4 Other Permits and Licenses. Contractor and any subcontractor involved in the Catering and Concession Service operations, shall procure and keep in force during the term of this Agreement, all permits and licenses required by law to conduct Catering and Concession Services at the Center and provide copies of such permits and licenses to City within ten (10) business days ofr eceipt.

22.4.1 Nothing contained herein shall be construed as binding the City to the issuance of any license or permit needed by Contractor or any subcontractor to enable anyone to provide Catering and Concession Services hereunder.

22.4.2 In the event of termination or expiration of this Agreement by either party, and upon expiration hereof, it is mutually understood and specifically agreed that any and all permits or licenses issued by City for Catering and Concession Service operations at the Center shall be canceled without further notice or hearing.

Article XXIII
MBE/WBE, Subcontractors

23.1 Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program.

23.1.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

23.1.2 The City has established goals of 12.8% MBE and 13.8% WBE for this Agreement. **Contractor is required to make good faith efforts to comply with the City's MBE/WBE Procurement Program, with respect to the foregoing MBE and WBE participation goals, in accordance with Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, to the extent areas of subcontracting are identified. As used herein, the percentages referred to above with respect to MBE and WBE participation shall refer to the amount of controllable spend by Contractor (non-fixed operating expenses) in performing the services under this Agreement (as opposed to Gross Revenues).**

23.1.3 In furtherance of the foregoing, to the extent a contracted service is needed to perform the Agreement and Contractor does not perform the service with its own workforce or if supplies or materials are required and Contractor does not have the supplies or materials in its inventory, Contractor shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Agreement; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

23.2 Subcontractors.

23.2.1 If Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). Contractor shall not initially employ any Subcontractor except as provided in Contractor's Plan. Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective services provided by a Subcontractor. If a Plan has been approved, Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Director and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

23.2.2 Work performed for Contractor by a Subcontractor shall be pursuant to a written contract between Contractor and Subcontractor. Any subcontracts entered into after the Effective Date must be

approved in writing by the Director (which approval shall not be unreasonably withheld, conditioned or delayed). The terms of the subcontract may not conflict with the terms of the Agreement, and shall contain provisions that:

23.2.2.1 require that all services to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Agreement.

23.2.2.2 prohibit the Subcontractor from further subcontracting any portion of the Agreement without the prior written consent of the City and Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

23.2.2.3 require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to Contractor in sufficient time to enable Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Agreement;

23.2.2.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for Contractor, with the City being a named insured as its interest shall appear; and

23.2.2.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as Contractor is required to indemnify the City.

23.2.3 Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Agreement shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

XXIV
Compliance with Laws and Regulations, Jurisdiction and Venue

24.1 Laws, Statutes and other Governmental Regulations. Contractor agrees to comply with all applicable laws statues, ordinances and other governmental regulations prevailing during the term of this Agreement, and Contractor will not suffer or permit to be done anything on the premises of the Center in violation of any such laws, ordinances, rules or regulations.

24.2 Jurisdiction and Venue. The Agreement is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Agreement shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

24.3 Compliance with Health, Safety, and Environmental Regulations. The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits,

actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

Article XXV
Termination/Transition

25.1 Right To Assurance. Whenever one party to the Agreement in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.

25.2 Default. The Contractor shall be in default under the Agreement if the Contractor (a) commits a material breach (material breaches to include those specifically designated as such in this Agreement or those not designated but proved to be material), (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) knowingly makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

25.3 Termination For Contractor's Default. In the event of a default by the Contractor, the City shall have the right to terminate the Agreement for cause, by written notice effective thirty (30) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such thirty (30) day period (or such longer period of time as provided in the notice of default), cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Agreement are cumulative and are not exclusive of any other right or remedy provided by law.

25.4 Termination For City's Default. In the event of a default by the City, the Contractor shall have the right to terminate the Agreement for cause, by written notice effective thirty (30) calendar days, unless otherwise specified, after the date of such notice, unless the City, within such thirty (30) day period (or such longer period of time as provided in the notice of default), cures such default, or provides evidence sufficient to prove to the Contractor's reasonable satisfaction that such default does not, in fact, exist.

25.5 Termination Without Cause. Effective no earlier than October 1, 2017, the City shall have the right to terminate the Agreement, in whole or in part, without cause any time upon one hundred eighty (180) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, all amounts due and owing to the Contractor under the terms of this Agreement including the unamortized portion of the Capital Investment as of the date of termination.

25.6 Holdover. In the event of termination or expiration of the Agreement for any reason, at City's written request, Contractor shall continue to provide Catering and Concession Services in order to allow City to transition to a new contractor. In furtherance of the foregoing, Contractor agrees to hold over under the

terms and conditions of the Agreement that existed immediately prior to the expiration or termination (including payment of the Periodic Fixed Fee) for a period not to exceed twelve (12) months unless a longer period of time is mutually agreed to in writing by the parties.

25.7 Fraud. Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Agreement for cause by the City and may result in legal action.

25.8 Rights and Duties Upon Termination. The following provisions shall apply in the event of a termination of this Agreement for any reason whatsoever.

25.8.1 Delivery of Premises. Contractor shall remove its property from the Center and shall deliver to the City the premises and good title to all property for which full repayment to the Contractor has occurred or which otherwise belongs to the City, free and clear of all liens and encumbrances and in such condition as at the beginning of the Agreement, excepting (i) ordinary wear and tear; (ii) loss or damage occurring without the primary negligence or fault of Contractor; or (iii) damage occurring as a result of fire, flood, or other unavoidable casualty or occurrence occurring without primary negligence of the Contractor.

25.8.2 Final Accounting. Contractor shall deliver to the City, within sixty (60) days of the date of termination, a final accounting and all amounts owed to the City as of the date of termination.

25.8.3 Catering and Concessions Products and Supplies, Novelties. Contractor shall submit to the City, within twenty (20) days of the date of termination, a schedule of all usable food and beverage products and supplies and novelties held by the Contractor on the date of termination for use or sale in it Catering and Concession Services.

25.8.4 Surrender of Liquor License. Contractor shall surrender its alcoholic beverage license at the time this Agreement is terminated in accordance with the terms and conditions set forth in Section 22.1.

25.8.5 Capital Investment. City shall pay Contractor the unamortized portion of the Capital Investment within thirty (30) days of the date of termination.

Article XXVI
Indemnification and Limitation of Damages

26.1 Indemnity.

26.1.1 Definitions:

26.1.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

26.1.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

26.1.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

26.1.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

26.1.2 **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE AGREEMENT EXCEPT TO THE EXTENT DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CITY OR CITY'S AGENTS, EMPLOYEES OR SUBCONTRACTORS. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

26.2 Claims. If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Agreement, and which could have a material adverse effect on the Contractor's ability to perform hereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

Article XXVII
Miscellaneous

27.1 Notices.Un less otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Agreement shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:	To the Contractor:
City of Austin, Purchasing Office	Levy Premium Foodservice, L.L.C.
ATTN: Contract Administrator	ATTN: Jeffry S. Wineman, Jr., EVP Business Development
P O Box 1088	980 North Michigan Avenue
Austin, TX 78767	Chicago, IL 60611

27.2 Confidentiality. In order to provide the deliverables pursuant to this Agreement, each party may require access to certain of the other party's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the disclosing party or its licensors consider confidential) (collectively, "Confidential Information"). Both parties acknowledge and agree that the Confidential Information is the valuable property of the disclosing party and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the disclosing party and/or its licensors. Each party (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the other party or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided

the receiving party promptly notifies the disclosing party before disclosing such information so as to permit the disclosing party reasonable time to seek an appropriate protective order. Each party agrees to use protective measures no less stringent than a party uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

27.3 Advertising. The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Agreement, except to the extent required by law, provided, however, Contractor may state on its website and in marketing materials that it is the concessionaire at the Center.

27.4 No Contingent Fees. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Agreement without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

27.5 Gratuities. The City may, by written notice to the Contractor, cancel the Agreement without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Agreement or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

27.6 Prohibition Against Personal Interest in Contracts. No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Agreement resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Agreement voidable by the City.

27.7 Independent Contractor. The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City.

27.8 Assignment-Delegation. The Agreement shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City; such consent not to be unreasonably withheld, conditioned or delayed. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Agreement is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Agreement.

27.9 Waiver. No claim or right arising out of a breach of the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Agreement, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

27.10 Modifications. The Agreement can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Agreement.

27.11 Interpretation. The Agreement is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Although the Agreement may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Agreement, the UCC definition shall control, unless otherwise defined in the Agreement.

27.12 Dispute Resolution.

27.12.1 If a dispute arises out of or relates to the Agreement, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

27.12.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Agreement prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

27.13 Force Majeure.

27.13.1 Each party to this Agreement shall excuse the failure of the other party to perform its obligations under this Agreement if that failure is caused by an event of Force Majeure. Force Majeure means acts and events not within the control of the party, and which the party could not use due diligence to avoid or prevent. Events of Force Majeure include acts of God, riots, sabotage, civil disturbances, epidemics, acts of domestic or foreign terrorism, lightning, earthquakes, fires, storms, floods and landslides. Force Majeure does not include economic or market conditions which affect a party's cost, but not its ability to perform. Additionally, Force Majeure does not include strikes or labor disputes or shortages involving Contractor's employees that affect Contractor's ability to provide products or services required under this Agreement.

27.13.2 The party invoking Force Majeure shall give timely written notice to the other party of the event by facsimile transmission, telephone, or electronic mail. The party shall then promptly provide

written notice of Force Majeure in the manner required by this Agreement. The party shall use due diligence to remedy the effects of Force Majeure as soon as reasonably possible. If a party's performance is delayed by the event of Force Majeure, the parties will mutually agree to extend the time for the completion of obligations by a period of time reasonably necessary to overcome the effect of the Force Majeure event.

27.14 Non-Solicitation.

27.14.1 During the term of the Agreement, and for a period of six (6) months following termination of the Agreement, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.

27.14.2 In the event that a breach of Section 27.14.1 occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) one hundred percent (100%) of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.

27.14.3 During the term of the Agreement, and for a period of six (6) months following termination of the Agreement, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a contract with the City unless the City first obtains the Contractor's written approval.

27.14.4 In the event that a breach of Section 27.14.3 occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) one hundred percent (100%) of the employee's annual compensation while employed by the Contractor.

27.15 Invalidity. The invalidity, illegality, or unenforceability of any provision of the Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is the essence of the Agreement be determined to be void.

27.16 Survivability of Obligations. All provisions of the Agreement that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Agreement.

27.17 Non-Suspension or Debarment Certification. The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin contracts. By accepting a contract with the City, the Contractor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

27.18 Incorporation of Documents. Section 0100, Standard Purchase Definitions, is hereby incorporated into this Agreement by reference, with the same force and effect as if they were incorporated in full text except to the extent such terms are already defined in this Agreement. The full text versions of this Section 0100 are available, on the Internet at the following online address: http://www.austintexas.gov/sites/default/files/files/Finance/Purchasing/standard-purchase-definitions.pdf

27.19 Order of Precedence. The Agreement includes, without limitation, the Solicitation, the Offer submitted in response to the Solicitation, the Agreement award, the Standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, Specifications, and any addenda and amendments thereto. Any inconsistency or conflict in the Agreement documents shall be resolved by giving precedence in the following order.

27.19.1 this Agreement and its exhibits and any duly executed amendments thereto, but not any of the other documents or definitions incorporated by reference into the Agreement unless;

27.19.2 any exceptions to the Offer accepted in writing by the City;

27.19.3 the Offer and exhibits; within the Offer, drawings (figured dimensions shall govern over scaled dimensions) will take precedence over specifications or scope of work;

27.19.4 any other documents or definitions incorporated by reference into the Agreement not expressly specified in the subsections of Section 27.19;

27.19.5 the request for proposal, solicitation #PAX0105.

In witness whereof, the parties have caused duly authorized representatives to execute this Agreement on the dates set forth below.

CITY OF AUSTIN
A Home Rule Municipality
P.O. Box 1088
Austin, Texas 78767

By: Denise Lucas

Title: Deputy Purchasing Officer

Date: 7/30/2012

LEVY PREMIUM FOODSERVICE, L.L.C.

By:

Title: Secretary and Manager

Date: July 30, 2012

List of Exhibits

Exhibit A	Non Discrimination Certification
Exhibit B	Living Wages and Benefits Contractor Certification
Exhibit C	Living Wages and Benefits Employee Certification
Exhibit D	Green Cleaning Policy

Exhibit A

City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION
SOLICITATION NO. PAX0105

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

(B) (1) Not to engage in any discriminatory employment practice defined in this chapter.

(2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.

(3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.

(4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.

(5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.

(6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

(7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:
Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:
The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Agreement payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Agreement.

Dated this 30th day of July, 2012

CONTRACTOR Levy Premium Foodservice, L

Authorized Signature

Title Secretary and Manager

EXHIBIT B

CITY OF AUSTIN, TEXAS
Living Wages and Benefits Contractor Certification
(Please duplicate as needed)

Pursuant to the Living Wages and Benefits the Contractor is required to pay to all employees directly assigned to providing Services pursuant to this Agreement a minimum Living Wage equal to or greater than $11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this Agreement:

are compensated at wage rates equal to or greater than $11.00 per hour; and
are offered a health care plan with optional family coverage.

Employee Name	Employee Job Title

all future employees assigned to this Agreement will be paid a minimum Living Wage equal to or greater than $11.00 per hour and offered a health care plan with optional family coverage.

Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

If Contractor violates this Living Wage provision Contractor shall pay each employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Agreement for Cause and subject the Contractor to possible suspension or debarment.

Company Name Levy Premium Foodservice, L.L.C		
Signature of Officer or Authorized Representative	Title	Date
	Secretary and Manager	July 30, 2012
Type or Print Name Michael T. Perlberg		

EXHIBIT C
CITY OF AUSTIN, TEXAS
Living Wages and Benefits Employee Certification

Agreement Number:	Description of Services:
Contractor Name:	

Pursuant to the Living Wages and Benefits provision of the Agreement, the Contractor is required to pay to all employees directly assigned to providing Services pursuant to this Agreement a minimum Living Wage equal to or greater than $11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this Agreement and that I am:

(1) compensated at wage rates equal to or greater than $11.00 per hour; and
(2) offered a health care plan with optional family coverage.

Employee Name	Title
Signature of Employee	Date
Type or Print Name	

_____
(Witness Signature)

_____
(Printed Name)

Exhibit D
Green (Sustainable) Cleaning Policy

Purpose

Provide guidelines for sustainable cleaning practices, cleaning products and janitorial equipment with limited environmental impact and establish measures for monitoring and evaluating sustainable cleaning activities.

Applies To: Austin Convention Center and Palmer Events Center

ACCD Employees;
Sustainable cleaning practices; and
Cleaning_products or janitorial equipment

Abbreviations, Acronyms & Symbols

ACCD	Austin Convention Center Department
ARB	The California Air Resources Board
CCD	Environmental Choice Certification Criteria Document
COA	City of Austin
Concentrate	A product diluted by at least eight (8) parts of volume water (1:8 dilution ratios) prior to intended use (GS-37)
CPG	Comprehensive Procurement Guidelines
Environmental Choice Program	The Environmental Choice Program, formerly known as the CCD, is an eco-labeling scheme established by Environment Canada in 1988 with over three hundred (300) categories of products helping consumers identify services or products less harmful to the environment. The Environmental Choice Program includes a set of criteria designed to support a continuing effort in improving and maintaining environmental quality by reducing energy and materials consumption and minimizing the impacts of pollution generated by the production, use and disposal of goods and services.
EPA	United States Environmental Protection Agency
FIFRA	Federal Insecticide, Fungicide and Rodenticide Act
Green Cleaning	The use of cleaning products and practices reducing environmental impact in comparison with conventional products and practices. Green cleaning is also called Sustainable Cleaning.

Abbreviations, Acronyms & Symbols *(continued)*

Green Seal™	Green Seal™ is an independent, non-profit organization striving to achieve a healthier and cleaner environment by identifying and promoting products and services causing less toxic pollution and waste, conserving resources and habitants and minimizing global warming and ozone depletion. Green Seal™ has no financial interest in the products it certifies or recommends, or in any manufacturer or company. Green Seal's™ evaluations are based on state-of-the-art science and information using internationally recognized methods and procedures.
GS-37	Green Seal™ standards establishes environmental requirements for industrial and institutional general-purpose, bathroom, glass and carpet cleaners, based on reducing human toxicity, aquatic toxicity and smog production potential. It includes products requiring to be registered under FIFRA.
GS-41	Green Seal™ standards for industrial heavy-duty and institutional hand cleaners used for routine, non-specialized hand cleaning.
IEQ	Indoor Environmental Quality
LEED-EB	Leadership in Energy and Environmental Design for Existing Buildings
MSDS	Material Safety Data Sheets
NIOSH	National Institute for Occupational Safety and Health
OS1	ManageMen, Incorporated's Operating System 1 is a comprehensive high performance cleaning system. It employs in-depth training based on standardized tools and procedures. The process is work-loaded to teams and each employee is trained and certified on specialized tasks. Employees are provided with specific tools and chemicals for each job function, which are benchmarked as best practice by OS1 users. This simplification of the cleaning process results in a safer, healthier and easier working environment.
OSHA	Occupational Safety and Health Administration
Policy	Sustainable (Green) Policy
Subcontractor	An individual or company hired by ACCD or client to perform a specific task or project.
Sustainable Cleaning	The use of cleaning products and practices reducing environmental impact in comparison with conventional products and practices. Sustainable Cleaning is also called Green Cleaning.
VOC	Volatile Organic Compounds added to cleaning products as the active or functional cleaning ingredient or as a fragrance. Some VOC may be toxic when in contact with skin or if inhaled. ARB has adopted maximum allowable VOC levels applying to many consumer and institutional cleaning and maintenance products.

Roles & Responsibilities

ACCD Management	Updates ACCD Policies & Procedures Manual to include the policy.
Employee	Abides by policy and completes required training, if applicable.
Facility Services Coordinator, Kima Lee	Generates and provides quarterly Sustainable Purchasing and Maintenance Logs to Operations Manager and Public Event Manager.
Operations Manager, David Thomas	Responsibilities include: • Educating employees on the policy and its objectives. • Educating clients and visitors on the policy. • Ensuring ACCD abides by LEED-EB Green Cleaning Requirements. • Monitoring monthly Sustainable Purchasing and Maintenance Logs for compliance. • Conducting occupant comfort surveys for assessment of overall building satisfaction. • Reviewing policy on a semi-annual basis for updates, compliance, efficiency and effectiveness.
Public Event Supervisors, Angel Morin and Ernest Eppright	Responsibilities include: • Tracking, recording and filing into Cleaning Report Logbook all special cleaning services requested by employees, subcontractors, clients and visitors.
Public Event Manager, Taje Allen	Responsibilities include: • Educating Unit employees on policy and its objectives. • Implementing activities identified in the policy. • Performs monthly inspections of building components, materials and systems. • Maintains and provides the following information on a monthly basis to Operations Manager: o Cleaning Chemical Log o Cleaning Report Log o Floor Maintenance Log o Powered Janitorial Equipment Log o Statement verifying compliance, continued existence and operation with the policy, if it has not changed since the previous LEED-EB filing

ACCD Responsibilities

ACCD is required to:

Develop, implement and maintain a sustainable cleaning policy.

Abide by City, State and Federal laws, regulations or ordinances pertaining to the purchasing and use of sustainable products.

Provide required documentation on sustainable cleaning purchases, cleaning chemicals, powered janitorial equipment and floor maintenance.

Perform cleaning activities on a regular basis to effectively maintain the appropriate level of cleaning performance. Cleaning activities are subject to Event operations and scheduling.

ACCD Goals

Operate in a sustainable and efficient manner over the life of the buildings by implementing and maintaining a policy to reduce exposure to building occupants and employees from potentially hazardous chemicals or biological and particle contaminants, adversely impacting air quality, health, building finishes, building systems and the environment.

Have at least twenty percent (20%) of the janitorial equipment used and one hundred percent (100%) of the janitorial equipment purchased during the performance period meet the sustainable criteria outlined in the policy and the requirements of IEQ Credit 10.6: Low Environmental Impact Cleaning Equipment Policy. Equipment compliance is measured by number of units used meeting sustainability criteria divided by the total number of units used.

Have at least sixty percent (60%) of the cleaning products used and ninety percent (90%) of the cleaning products purchased during the performance period meet the sustainable criteria outlined in the policy and the requirements of LEED-EB Material and Resources Credit 4: Sustainable Cleaning Products and Materials. Product compliance is measured by the cost of products used meeting sustainability criteria divided by the total cost of cleaning products purchased.

Provide a clean environment and maintain a score of eighty percent(8 0%) or above in the OS1 Janitorial Audit.

Maintain a survey satisfaction rating of eighty percent (80%) or better for cleanliness. To gather survey satisfaction ratings, ACCD conducts an occupant comfort survey to include an assessment of overall satisfaction with building cleanliness, thermal comfort, acoustics, indoor quality and lighting levels.

Sustainable Cleaning Training

Employees responsible for cleaning are trained and educated in the proper use and precautions of sustainable products.

The Public Event Manager provides initial and on-going training to Unit employees in the hazards, use, maintenance and disposal of cleaning chemicals, dispensing equipment and packaging. Employee attendance at training sessions is documented. The trainer is required to provide an overview of the following topics:

- Education on the impacts ofc leaning activities and its relation to the health of building occupants and building performances, including personal and environmental benefits of a successful sustainable cleaning program
- General cleaning practices and techniques as required by policy, including review of reference standards
- Use and care of janitorial equipment and cleaning supplies
- Housekeeping of chemicals
- Review of safety manual and its designated location
- Emergency contact information for hazardous Events
- Instructions on reading MSDS
- Instructions on proper dilution and disposal methods for cleaning chemicals
- General guidelines for sustainable purchasing, including vendors, products and requests
- General information on OS1 and LEED requirements

LEED Requirements

The policy outlines and is in compliance with LEED-EB requirements.

LEED-EB requirements are prioritized and incorporated into ACCD's sustainable purchasing and cleaning programs.

All cleaning products, janitorial paper products and equipment meet LEED-EB criteria.

ACCD is committed to purchasing at least ninety percent (90%) of all cleaning products and janitorial paper products meeting the LEED sustainable criteria.

ACCD is committed to purchasing one hundred percent (100%) of all janitorial equipment meeting the LEED
sustainable criteria.

OS1 Requirements

OS1 used as a reference to support LEED-EB programs.

OS1 recommended products must meet LEED-EB requirements.

OS1 chemical concentrates and appropriate dilution systems are used when possible and recorded in the
Cleaning Chemical Log.

OS1 recommendations are used to develop the program for Sustainable

Cleaning Training. OS1 forms are used to develop the Sustainable

Purchasing and Maintenance Logs.

OS1 is used in developing the Janitorial Audit for the sustainable cleaning program. The program is required to maintain a score of eighty percent (80%) or above, based on OS1 standards.

Critical Cleaning Area

To maintain desired levels of cleanliness and hygiene, frequent and intensive cleaning is performed in areas receiving high levels of use and areas with specialized cleaning needs. These areas include:

- Entryways
- Restrooms
- Food preparation and dinning areas

Sustainable Purchasing and Maintenance Logs

The following logs are maintained for tracking cleaning products and janitorial equipment used, including chemical/cleaner dispensing equipment and dilution equipment:

Sustainable Purchasing Logs

- Sustainable Purchasing Log for cleaning products includes the following:
  Purchase Date
  Purchase Entity/Organization
  Item Purchased/Product Name
  Cost per Item
  Quantity Purchased
  Product Category
  Sustainable Category (LEED Green Product Description)
  Documentation showing evidence of Sustainable Criteria
  Total Cost of Purchase (regardless of Sustainable Criteria met)
- Sustainable Purchasing Log for janitorial equipment includes
  the following: Purchase Date
  Equipment Type
  Brand, Make and Model
  Number of each Equipment Type Servicing the Buildings
  Cost per Item
  Total Cost of Purchase (regardless of Sustainable Criteria met)

Maintenance Log

- Maintenance Log for janitorial equipment includes
  the following: Purchase Date
  Warranty Status
  Equipment Type
  Date Maintenance/Repairs Performed
  Type of Maintenance/Repairs Performed

Cleaning and Janitorial Products

In an effort to ensure effective services with limited harmful effects on ACCD cleaning personnel, employees and building occupants, the following guidelines are followed by cleaning personnel to minimize chemical use, reduce the impact of hazardous materials and remove contaminants.

Products

Sustainable cleaning products are used and recorded in the Cleaning Chemical Log. At least sixty percent (60%) of the cleaning products meet one (1) or more of the following criteria and are in compliance with LEED-EB Material and Resources Credit 4:

- GS-37 for general-purpose, bathroom, glass and carpet cleaners used for industrial and institutional purposes
- Environmental Choice CCD-110 for cleaning and degreasing compounds
- Environmental Choice CCD-146 for hard surface cleaners
- Environmental Choice CCD-086 for hand towels
- California Code Regulations for maximum allowable VOC
- EPA's CPG for disposable janitorial paper products and trash bags. The CPG program is part of EPA's continuing effort to promote the use of materials recovered from solid waste. EPA's CPG lists recycled-content products and provides the following recommended minimum guidelines:
  The highest percentage of post-consumer, post-industrial recycled or recovered material
  The highest percentage of pre-consumer recycled or recovered material
  Paper products meeting the Federal Government Standard of a minimum post-consumer recycled material and recovered material as noted below:

Item	Post-Consumer Content (%)	Recovered Content (%)
Bathroom Tissue	20-60	20-100
Paper Towels	40-60	40-100
Paper Napkins	30-60	30-100
Facial Tissue	10-15	10-100
General Purpose Industrial Wipers	40	40-100
Plastic Trash Bags	10-100	10-100

Sustainable Cleaning Materials

Reusable microfiber cloths are used instead of paper supplies for cleaning. Per compliance with exposure limits set by NIOSH and OSHA, undiluted products must not contain toxic ingredients.

Chemical Concentrates and Dilution Systems

Chemical concentrates with appropriate dilution is used when possible. All concentrated chemicals are diluted per appropriate dilution systems and based on manufacturer's recommendations. The lowest possible chemical concentration is required for each application. A Cleaning Chemical Log on the dilution systems and/or methods used is maintained.

Hand Hygiene Products

Hand soaps do not contain anti-microbial agents (other than preservation system), except as required by health codes and other regulations (i.e. food service and health care requirements). Hand soaps are GS-41 for industrial and institutional hand cleaners or Environmental Choice CCD-104 for hand cleaners and soaps.

Floor Maintenance

Operating procedures for floor maintenance and cleaning include the following:

- Apply durable floor finishes, deep-scrub with floor cleaner and re-coat finish as necessary
- Scrub floors regularly to remove dirt and embedded marks on floor finishes in an effort to reduce the need for floor stripping
- Perform floor scrubbing when areas are free of occupants
- Avoid redundant cleaning by ensuring cleaning schedule meets business needs of the buildings
- Spot clean with scouring pads first, followed by cleaning solution if necessary
- Maintain a Floor Maintenance Log detailing the number of floor finishing coats applied as the base and top coats, relevant maintenance /restoration practices, duration between floor stripping and recoating cycles and dates for each activity

Cleaning and Janitorial Products *(continued)*

Dust and Dirt Control

To minimize circulation of dust particles in the air and from entering ventilation equipment, the following operating procedures are followed:

- Vacuum and spot clean entry way mats daily
- Vacuum or damp-mop floors instead of sweeping
- Use vacuums meeting standards for the Carpet and Rug Institute Label
- Check vacuum bags prior to each use and change when three-fourths (¾) full
- Use microfiber cloths to remove dust
- Use burnishes or high-speed buffing machines with vacuum attachments and dust prevention skirts

Storage and Spill Management

Operating procedures for storage and spill management include the following:

- Containers securely closed when not in use
- Custodial closets and storage area kept clean and free of standing water
- All cleaning personnel trained in safe handling of chemicals and proper response to hazardous spills

Product and Material Disposal

Operating procedures for disposal of packaging and excess product include the following:

- Use of cleaning products until containers are completely empty
- Use of cleaning products prior to expiration date
- Recycle all recyclable packaging in designated recycling area

Janitorial Equipment

The policy includes use of janitorial equipment that maximizes the reduction of building contaminants with minimal environmental impact. Janitorial equipment used on-site meets the Janitorial Equipment Criteria below.

Janitorial Equipment Criteria

At least twenty (20%) of the janitorial equipment used on-site meets the following criteria and is in compliance with LEED Environmental Quality Criteria:

- Vacuum cleaners meeting requirements of the Carpet and Rug Institute "Green Label" Testing Program - Vacuum Cleaner Criteria, capable of capturing ninety-six percent (96%) of particulates 0.3 microns in size and with a sound level less than 70dBA
- Hot water extraction equipment for deep cleaning carpets capable of removing sufficient moisture with a dry time of less than twenty-four (24) hours
- Powered janitorial equipment, including floor buffers, burnishes and automatic scrubbers, equipped with vacuums, guards and/or other devices for capturing fine particulates and operating with a sound level less than 70dBA
- Propane-powered floor equipment with high-efficiency and low-emission engines
- Automated scrubbing machines equipped with variable-speed feed pumps to optimize the use of cleaning fluids
- Battery-powered equipment equipped with environmentally preferable gel batteries
- When appropriate, use of active microfiber technology to reduce cleaning chemical consumption and prolong life of disposable scrubbing pads
- Powered equipment ergonomically designed to minimize vibration, noise and user fatigue
- Equipment with rubber bumpers used to reduce potential damage to building surfaces

A Powered Janitorial Equipment Log is maintained for all janitorial equipment. The log includes the following:

- Date Purchased
- Equipment Type
- Date Maintenance/Repairs Performed
- Type of Maintenance/Repairs Performed
- Vendor Cut Sheets

Performance Measures

To ensure implementation and compliance with the policy, ACCD evaluates performance based on the following:

Documentation

To monitor the policy and make product information accessible to employees, the Public Event Manager, or his/her designee, maintains the following logs daily for reporting on a monthly basis:

- **Cleaning Chemical Log** detailing all cleaning chemicals used or stored on the premises. Manufacturer's MSDS and Technical Bulletins are attached to the log.
- **Powered Janitorial Equipment Log** detailing all janitorial equipment and maintenance/repairs performed. Vendor cut sheets for each piece of equipment is attached to the log.
- **Floor Maintenance Log** detailing the number, types and dates of each floor maintenance activity.
- **Sustainable Purchasing and Maintenance Log** detailing all cleaning products and janitorial equipment purchased.

Occupant Satisfaction

To gather occupant satisfaction ratings with custodial services, the Operations Manager conducts an occupant comfort survey to include an assessment of overall satisfaction with building cleanliness, thermal comfort, acoustics, indoor quality and lighting levels. The survey is conducted quarterly for employees and per Event for clients. A plan of corrective action is created when overall satisfaction ratings fall below 4.0 (5.0 being the maximum) from client surveys and/or employee satisfaction ratings fall below eighty percent (80%).

In addition to the regular daily cleaning, employees, subcontractors, clients and visitors may request special cleaning services during regular working hours. The request is emailed to a Public Event Supervisor who will respond and handle the request based on priority. The Public Event Supervisor will print all cleaning requests and sign once completed. All requests are recorded and filed in the Cleaning Report Logbook maintained by the Public Event Manager.

References & Documentation

Green Seal™ Environmental Standard for Hand Cleaners and Hand Soaps Used for Industrial and Institutional Purposes

GS-34 Green Seal™ Standard for Cleaning and Degreasing Agents

GS-37 Green Seal™ Standard for Cleaning Products for Industrial and Institutional Use

IEQ Credit 10.6: Low Environmental Impact Cleaning Equipment Policy

LEED-EB Operations and Maintenance Guidebook

LEED-EB Material and Resources Credit 4: Sustainable Cleaning Products and Materials

The Environmental Choice Program

Walker John, (2009), OS1 Functional Operations for Cleaning Organizations Simplified, ManageMen, Inc: Salt Lake City, Utah

Questions & Comments

We are interested in your questions or comments on implementation, usability and any other aspects of this policy. Call or email your comments to:

Email	Extension
taje.allen@ci.austin.tx.us	x4320
david.thomas@ci.austin.tx.us	x4304
cathy.zamarripa@ci.austin.tx.us	x4014

ADDENDUM
REQUEST FOR PROPOSAL (RFP)
CATERING AND CONCESSION SERVICES
CITY OF AUSTIN, TEXAS

RFP: PAX0105 **Addendum No: 1** **Date of Addendum:** November 9, 2011

This addendum is incorporating the following questions and answers as well as a change to the Authorized Contact Person to the above-referenced RFP.

1.0 **CHANGE TO THE AUTHORIZED CONTACT PERSON**.

Effective immediately, the Authorized Contact Person for the above-referenced RFP will change from Sai Xoomsai to Sharon Patterson. Please direct all future contact regarding this solicitation or potential contract information to Sharon Patterson.

Sharon Patterson, Senior Buyer
Email: Sharon.Patterson@austintexas.gov
Telephone: (512) 972-4014
Fax: (512) 972-4015

The No-Contact period for this solicitation remains in effect until a) a contract is awarded, negotiated and executed, or b) the City withdraws the solicitation, or c) the City rejects all responses with a stated intention to reissue the same or similar solicitation, or d) 60 days after the date the City withdraws the solicitation or all responses are rejected without the reissue of a solicitation.

The following questions were posed by one or more Vendors in writing or at the pre-proposal meeting held on October 28, 2011

2.0 (Q) What is the per capita revenue by event type?

(A) Exhibit F, of the RFP provides the per cap data for the ACC and PEC for years 2009, and 2010 based on historic sales and attendance. The per cap is the total sales divided by the total attendance. Pursuant to section 5.4., item 5.4.2 of the Request for Proposal (0500) and section G, item (1) of the Proposal Preparation Instructions (0600), all proposers are required to submit requested data for three similar centers in which they currently operate.

3.0 (Q) What is the average dollars per square foot by event type?

(A) This information is currently not available for the ACCD. Pursuant to section 5.4, item 5.4.2 of the Request for Proposal (0500) and section G, item (1) of the Proposal Preparation Instructions (0600), all proposers are required to submit requested data for three similar centers in which they currently operate.

4.0 (Q) Section 0500, item 5.4.1 stated that the Proposer's firm is required to submit financial reports for the preceding five years. However, Section 0600, item G.2 stated three years requirement. What is the correct number of years?

(A) Proposers are required to submit financial reports for the preceding 3 years.

5.0 (Q) Do all five (5) references have to be from a Convention Center?

(A) Pursuant to Request for Proposal (0500) section 5.2, item 5.2.1, three of the five references should be specific to convention center operations outside the Austin metropolitan area.

6.0 (Q) Can the City provide the current management-fee cost structure?

(A) The current fee structure is based on a periodic fixed fee of $39,722.00 per accounting month.

7.0 (Q) Under Section III - Compliance Plan Summary, how does the City define "Total Base Bid"? Is it based on cost, expenses, revenue generated, or what is it?

(A) The percentage of operational procurements or future capital investment obtained from M/WBEs and non-M/WBEs are based on the total expenditures for all non-fixed operation expenses and cost of goods.

8.0 (Q) Can the City provide the last 12 months of the current contractor MBE/WBE compliance results?

(A) Attached are the sub-contractor MBE/WBE usage summary reports for fiscal years 2008-2009, 2009-2010, and 2010-2011 for the Austin Convention Center and Palmer Event Center. Reference the PDF file labeled "Addendum 1_Attachment 1".

9.0 (Q) How does the City determine MBE/WBE percentage? Is the percentage based on revenues, expenses, or profits?

(A) Goals for MBE, WBE and DBE participation differ from contract to contract, and are based on the type of contract, the availability of MBEs, WBEs & DBEs to perform the functions of the contract, and other factors. The percentage of operational procurements or future capital investment obtained from M/WBEs and non-M/WBEs are based on the total expenditures for all non-fixed operation expenses and cost of goods. For further clarity on this question please contact Raymond Young (DSMBR) at 974-9183.

10.0 (Q) Can the City provide Aramark's (the current Contractor) current healthcare benefit plan?

(A) This information is not available. The City of Austin does not dictate who funds the plan, but Health benefits have to be offered to the employees. Reference Item 7 of Section 0400, Supplemental Purchase Provisions.

11.0 (Q) Will the cost of healthcare be included as an allowable expense under "Operating Expenses"

(A) Yes.

12.0 (Q) Under allowable expenses, is depreciation of any equipment investment an allowable expense? Is this the same cost structure as now?

(A) Under the current agreement, depreciation of the equipment investment is an allowable operating expense.

13.0 (Q) What information is used to evaluate/calculate the Productivity Reward of the current contract? Can the City provide copies of the Productivity Reward for the past 2-3 years?

(A) The current Contractor's eligibility for a Productivity Reward disbursement is based on customer survey responses about Center services delivered for the Accounting Year. Attached are copies of the Productivity Award for the past two years. Reference the PDF file labeled "Addendum 1_Attachment 1".

14.0 (Q) Can a report, detailing the expense portion of the published P&L's, be sent out to identify all the allowable expenses?

(A) Reports are attached. Reference the PDF file labeled "Addendum 1_Attachment 1".

15.0 (Q) How many concession stands does the Austin Convention Center have?

(A) Four permanent stands with six serviceable areas.

16.0 (Q) What is the current Service Charge on Food and Beverage?

(A) 20%

17.0 (Q) What portion of the Service Charge is paid out to the staff and to which staff?

(A) None of the service charge is paid out to staff.

18.0 (Q) Are there any additional charges to the Food and Beverage Department other than what has been shown on the Financial Statements such as Utility Charges, etc.?

(A) The current statement of operations outlines current categories that are allowable expenses, but the City of Austin reserves the right to change and or modify any additional charges to the catering and concessions operation.

19.0 (Q) Is there a distinction between the information required to be submitted in the Marking and Sales Approach section of the RFP described in 5.5.1, 5.5.2, 5.5.4 and the content requirements described in 5.5.7, 5.5.8, 5.5.9 and 5.5.10 of the Section 0500 Scope of Work ? These two sections appear to be asking for the same information. If there is a distinction between the information required, will you please be more specific as to what each section requires?

(A) There is no distinction between this information. Proposers should incorporate the information of 5.5.8 as part of the response to 5.5.1, 5.5.10 as part of the response to 5.5.2, and 5.5.7 as part of the response to 5.5.4. Item 5.5.9 allows the Proposer to propose a creative solution in their proposal for Sales and Marketing.

20.0 (Q) Will you consider extending the due date until December 14?

(A) Currently, there are no plans to extend the due date of the Proposals. The PROPOSAL CLOSING TIME AND DATE is 3:00 p.m. (CST) November 30, 2011.

21.0 (Q) Item 5.2.1 requires three references be specific to convention center operations outside of the Austin metropolitan area. Will we be disqualified if we do not operate three convention centers?

(A) Pursuant to section 5.0 of the Request for Proposal (0500) all proposers are required to submit required submittals for all requirements outlined in the RFP. Failure to submit the data for any sections could result in the proposal being deemed unresponsive.

22.0 (Q) Related item 5.4.1, will we be disqualified if we do not have financial reports from and independent CPA?

(A) Pursuant to section 5.0 of the Request for Proposal (0500) all proposers are required to submit required submittals for all requirements outlined in the documents. Failure to submit the data for any sections could result in the proposal being deemed unresponsive.

23.0 (Q) Can a detail report of the expense portion of the published P&Ls be sent out to identify all the allowable expenses?

(A) The reports are attached to this Addendum 1. Reference the PDF file labeled "Addendum 1_Attachment 1".

24.0 (Q) Can the monthly MBE/WBE compliance forms be sent out to see how this process is currently being executed?

(A) Reports are attached and included in Addendum 1. Reference the PDF file labeled "Addendum 1_Attachment 1".

25.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY: Sharon Patterson — 11/9/11

Sharon Patterson, Senior Buyer
Purchasing Office

Date

ACKNOWLEDGED BY:

Levy Restaurants — [signature] — 11/9/11

Vendor Name — Authorized Signature — Date

RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your bid. Failure to do so may constitute grounds for rejection of your offer.

ADDENDUM
REQUEST FOR PROPOSAL (RFP)
CATERING AND CONCESSION SERVICES
CITY OF AUSTIN, TEXAS

RFP: PAX0105 **Addendum No: 2** **Date of Addendum:** November 9, 2011

This addendum is incorporating the following clarification of Addendum 1 to the above-referenced RFP.

1.0 To clarify question 15 of Addendum 1: "How many concession stands does the Austin Convention Center have?"

The Convention Center has four permanent stands with six serviceable areas and the Palmer Events Center has two permanent stands with three serviceable areas.

The following questions(s) were posed by one or more Vendors in writing.

2.0 (Q) In Addendum 1, question 6, you state the "fixed fee" is currently $39,722 per accounting month. However, in exhibits G and H, the 2009 and 2010 Historic P&Ls indicate a total $400,000 for each year. Why is the current "fixed fee" different than the historical?

(A) At the end of Fiscal Year 2011, there was an adjustment to the Management Fee based on the CPI. Prior to the adjustment, the "fixed fee" was $33,334 per Accounting Month.

3.0 (Q) Where is the attachment to Addendum 1?

(A) The attachment was loaded as a separate attachment. Reference the PDF file labeled "Addendum 1_Attachment 1".

4.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY: Sharon Patterson — 11/9/11

Sharon Patterson, Senior Buyer
Purchasing Office

Date

ACKNOWLEDGED BY:

Levy Restaurants — [signature] — 11/9/11

Vendor Name — Authorized Signature — Date

RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your bid. Failure to do so may constitute grounds for rejection of your offer.

ADDENDUM
REQUEST FOR PROPOSAL (RFP)
CATERING AND CONCESSION SERVICES
CITY OF AUSTIN, TEXAS

RFP: PAX0105 **Addendum No:** 3 **Date of Addendum:** November 15, 2011

This addendum is incorporating the following clarifications to the above-referenced RFP.

1.0 The period for questions will expire at 3:00 P.M. (CST), Wednesday, November 16, 2011. Questions received after 3:00 P.M. (CST), Wednesday, November 16, 2011 will not be answered.

2.0 As a reminder, when submitting a sealed Proposal and Compliance Plan, use the proper address for the type of service desired, as shown below. Proposals (including Compliance Plans) that are not submitted in a sealed envelope or container will not be accepted.

SUBMIT 1 ORIGINAL AND 7 SIGNED COPIES OF PROPOSAL

P.O. Address for US Mail	**Street Address for Hand Delivery or Courier Service**
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P.O. Box 1088	124 W 8th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

The following questions were posed by one or more Vendors in writing.

3.0 (Q) Will you consider extending the due date until December 14?

(A) The PROPOSAL CLOSING TIME AND DATE will remain unchanged and is scheduled for 3:00 p.m. (CST) November 30, 2011. Changing the proposal due date and time would prevent the City from meeting its deadline to have a new contract negotiated, authorized, and executed with enough time for a transition period, prior to the expiration of the current contract.

4.0 (Q) Are all employees, including those classified as full-time, part-time and/or seasonal offered health insurance with optional family coverage or is there an eligibility requirement needed to qualify for health care offerings such as minimum number of hours worked needed to qualify and stay eligible?

(A) The Living Wage Provision applies to employees who are directly assigned to the contract. The Living Wage Provision can be found in Item 7 of Section 0400, Supplemental Purchase Provisions.

5.0 (Q) Will a list of the current MBE/WBE suppliers be shared with the bidders?

(A) In the document titled "RFP PAX0105 Attachment 1: MBE_WBE Procurement Program Compliance Plan" is an availability list of current certified MBE/WBE suppliers. For additional assistance in identifying MBE/WBE suppliers, you may contact Raymond Young in the Small and Minority Business Resources Department (SMBRD) at 974-9183.

6.0 (Q) What is the Current unamortized capital that will be required to be part of the investment?

(A) As of Sept. 30, 2011, the current capital investment is fully amortized.

7.0 (Q) Is there a Scope of Work for the proposed POS system as part of the capital investment?

(A) There is no current Scope of Work for the proposed POS system. Reference Item 5.4.4 of Section 0500, Scope of Work. ACCD would like Proposers to propose a solution for a POS system at ACCD.

8.0 (Q) Can you confirm whether or not there are any hood systems in the concession stands at either the Austin Convention Center and/or the Palmer Event Center?

(A) There are no hoods in either the ACCD or PEC concession stands.

9.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY: Sharon Patterson — 11/15/11

Sharon Patterson, Senior Buyer
Purchasing Office

Date

ACKNOWLEDGED BY:

Levy Restaurants — [signature] — 11/15/11

Vendor Name — Authorized Signature — Date

RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your bid. Failure to do so may constitute grounds for rejection of your offer.

ADDENDUM
REQUEST FOR PROPOSAL (RFP)
CATERING AND CONCESSION SERVICES
CITY OF AUSTIN, TEXAS

RFP: PAX0105 **Addendum No:** 4 **Date of Addendum:** November 17, 2011

The following questions were posed by one or more Vendors in writing.

1.0 (Q) Can you provide a breakdown of the sales by concession versus catering for the last three years? If possible, please provide the information for each of the two venues separately.

(A) The attached sales statements provide a breakdown of the sales by concession versus catering for the last two (2) fiscal periods; each venue is segregated for viewing. Reference the PDF files labeled "Addendum 4_Attachment 1" and "Addendum 4_Attachment 2".

2.0 (Q) Can you please provide the historical revenue generated through the vending machines?

(A) The attached sales statements provide a breakdown of the revenue generated for vending machine sales for the last two (2) fiscal periods; each venue is segregated for viewing. Reference the PDF files labeled "Addendum 4_Attachment 1" and "Addendum 4_Attachment 2".

3.0 (Q) In section 0600, under J. Qualifications of General Manger and Executive Chef and Personnel, can you provide specific detail of the proposal content requirement for item 5?

(A) The Proposer should demonstrate in their proposal the General Manager, Executive Chef, and Personnel qualifications. Include resumes, experiences in operations similar in size and scope, performance record, and any other criteria or documentation which the Proposer feels best demonstrates the qualifications of the General Manager, Executive Chef, and Personnel. Reference Item J of Section 0600 and item 5 of Section 0500 for additional proposal content requirements.

4.0 (Q) How many points of sale are there currently in the permanent concessions stands at the Convention Center and Palmer Events Center?

(A) There are no permanent point-of-sales systems in the concessions stands at the Austin Convention Center or Palmer Events Center.

5.0 (Q) In that a POS system is one of the items expected in the capital investment plan, what is your estimation of the optimum number of registers for the Convention Center and the Palmer Events Center?

(A) The number of systems varies according to the size of the event, the amount of inventory displayed, etc. Proposer should utilize their subject matter expertise to determine the recommended mix of POS systems that will be required to deliver optimal customer service.

6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY: Sharon Patterson — 11/17/11

Sharon Patterson, Senior Buyer
Purchasing Office

Date

ACKNOWLEDGED BY:

Levy Restaurants — [signature] — 11/17/11

Vendor Name — Authorized Signature — Date

RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your bid. Failure to do so may constitute grounds for rejection of your offer.

CITY OF AUSTIN, TEXAS

Purchasing Office

REQUEST FOR PROPOSAL (RFP)

Offer Sheet

SOLICITATION NO: PAX0105

DATE ISSUED: 10/17/11

REQUISITION NO.: 8200 11100700018

COMMODITY CODE: 96115

COMMODITY/SERVICE DESCRIPTION:

Catering and Concession Services for the Austin Convention Center Department

PRE-PROPOSAL CONFERENCE TIME AND DATE:

Friday, October 28, 2011, 9:00 a.m. (CST)
Conference Call Number: 512-974-9300
Conferee Code: 776925

LOCATION: Austin Convention Center, 500 East Cesar Chavez St., Austin Texas 78701, Room 4A-C. Enter through Administrative Offices on Cesar Chavez.

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT:

Sai Xoomsai
Buyer I
Phone: (512) 972-4016

PROPOSAL AND COMPLIANCE PLAN DUE PRIOR TO:
3:00 p.m. (CST) November 30, 2011

PROPOSAL CLOSING TIME AND DATE:
3:00 p.m. (CST) November 30, 2011
LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, AUSTIN, TEXAS 78701

When submitting a sealed Proposal and Compliance Plan, use the proper address for the type of service desired, as shown below.

P.O. Address for US Mail	**Street Address for Hand Delivery or Courier Service**
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P.O. Box 1088	124 W 8th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

Proposals (including Compliance Plans) that are not submitted in a sealed envelope or container will not be accepted.

SUBMIT 1 ORIGINAL AND 7 SIGNED COPIES OF PROPOSAL

OFFER SUBMITTED BY

Signature of Person Authorized to Sign Offer

Jeffry S. Wineman, Jr. EVP, Business Development Levy Restaurants
Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. [redacted]

Date: November 30, 2011

Company Name: Levy Premium Foodservice, L.L.C.
Address: 980 North Michigan Avenue

City, State, Zip Code Chicago, IL 60611

Phone No. (312) 335-5007 Fax No. (312) 280-2739

Email Address: jwineman@levyrestaurants.com

CITY OF AUSTIN
PURCHASING OFFICE
REFERENCE SHEET

Please Complete and Return This Form with the Offer

Solicitation Number: RFP 8200 PAX0105

Offeror's Name: Levy Premium Foodservice, L.L.C Date: Nov 30, 2011

The Offeror shall furnish, with the Offer, the following information, for at least 5 recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

To add additional references to this form, click the Add Reference Button. ========> Add Reference

Company's Name	Boston Convention & Exhibition Center				
Name of Contact	Kenneth Sinkiewicz	Contact Title	Deputy Director		
Present Address	415 Summer Street				
City	Boston	State	Massachusetts	Zip Code	02210
Telephone Number	(617) 954-2175	FAX Number	(617) 954-2299		
Email Address	ksinkiewicz@massconvention.com				

Company's Name	CenturyLink Center OMAHA				
Name of Contact	Roger Dixon	Contact Title	President & CEO of MECA		
Present Address	455 North 10th Street				
City	Omaha	State	Nebraska	Zip Code	68102
Telephone Number	(402) 341-1500	FAX Number	(402) 599-6988		
Email Address	rdixon@omahameca.com				

Company's Name	Dallas Market Center				
Name of Contact	Bill Winsor	Contact Title	President & CEO		
Present Address	2100 Stemmons Freeway, MS80				
City	Dallas	State	Texas	Zip Code	75207
Telephone Number	(214) 655-7615	FAX Number	(214) 655-7628		
Email Address	bwinsor@dmcmail.com				

Company's Name	Frontier Airlines Center				
Name of Contact	Richard Geyer	Contact Title	Pres & CEO - Wisconsin Cntr District		
Present Address	400 West Wisconsin Avenue				
City	Milwaukee	State	Wisconsin	Zip Code	53203
Telephone Number	(414) 908-6050	FAX Number	(414) 908-6010		
Email Address	rgeyer@wcd.com				

Company's Name	Georgia World Congress Center				
Name of Contact	Frank Poe	Contact Title	Executive Director		
Present Address	285 Andrew Young International Boulevard, NW				
City	Atlanta	State	Georgia	Zip Code	30313
Telephone Number	(404) 849-3600	FAX Number	(404) 223-4011		
Email Address	fpoe@gwcc.com				

City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

SOLICITATION NO | **RFP 8200 PAX0105**

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

(B) (1) Not to engage in any discriminatory employment practice defined in this chapter.

(2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.

(3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.

(4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.

(5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.

(6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

(7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.**

Sanctions:
Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:
The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 30th day of November, 2011.

CONTRACTOR Levy Premium Foodservice, L.L.C

Authorized Signature

Title Executive Vice President of Development

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION

SOLICITATION NO. RFP 8200 PAX0105

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of $25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:	Levy Premium Foodservice, L.L.C		
Signature of Officer or Authorized Representative:		Date:	Nov 30, 2011
Printed Name:	Jeffry S. Wineman, Jr.		
Title:	Executive Vice President of Developement, Levy Restaurants		

CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT
SOLICITATION NO. RFP 8200 PAX0105
FOR

Catering and Concession Services for the Austin Convention Center

State of Texas

County of Travis

The undersigned "Affiant" is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:

The term **"Offeror"**, as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:

   a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
   b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.

2. **Preparation of Solicitation and Contract Documents**. . The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.

5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.

6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:

   a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than $250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.

c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

http://www.ci.austin.tx.us/cityclerk/coi.htm

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

Offeror's Explanation:	

7. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a member of the City Council, a member of a City Board, or any other official, employee or agent of the City, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Contractor's Name:	Levy Premium Foodservice, L.L.C
Printed Name:	Jeffry S. Wineman, Jr.
Title:	Executive Vice President of Development, Levy Restaurants

Signature of Officer or Authorized Representative:

Subscribed and sworn to before me this 30th day of November, 20 11.

Notary Public

My Commission Expires 08/01/15

OFFICIAL SEAL
KATHRYN MCNELIS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/01/15

ABERDEEN, MD
Ripken Stadium
ATLANTA
Atlanta Motor Speedway
Centennial Olympic Park
Georgia Dome
Georgia World Congress Center
Philips Arena
BRISTOL, TN
Bristol Motor Speedway
BROOKLYN
Barclays Center (opening 2010)
CHARLOTTE
Time Warner Cable Arena
Lowe's Motor Speedway
Wachovia Championship
CHICAGO AREA
Arlington Park
Arlington Trackside
Bistro 110
Cafe Brauer
Cafe Spiaggia
Chicagoland Speedway
Fulton's on the River
Gold Class Cinema - South Barrington
Grand Piazza at the National Italian American Sports Hall of Fame
HERSHEY'S Chicago
Jake Melnick's Corner Tap
Lincoln Park Zoo
McCormick Place
Private Dining Rooms of Spiaggia
Ravinia Music Festival
Route 66 Raceway
Sears Centre
Spiaggia
Toyota Park
U.S. Cellular Field
Wrigley Field
CLEVELAND
Cleveland Browns Stadium
Cleveland Browns Training Center
DALLAS
American Airlines Center
DEER VALLEY, UT
Bistro Toujours
DENVER
Pepsi Center
DETROIT
Ford Field
FORT WORTH
Texas Motor Speedway
LeGrave Field
GREEN BAY
Curly's Pub
Lambeau Field
HOUSTON
Toyota Center
INDIANAPOLIS
Conseco Fieldhouse
JACKSONVILLE
Jacksonville Municipal Stadium
KANSAS CITY, MO
Arrowhead Stadium
Sprint Center
LAS VEGAS
Las Vegas Motor Speedway
LINCOLN, NE
Haymarket Park
LONDON
The 02 arena
LOS ANGELES AREA
Center at Cathedral Plaza
Citizens Business Bank Arena
Dodger Stadium
FOX Sports Sky Box at STAPLES Center
Hollywood Park
Home Depot Center
Indian Wells Tennis Garden
NOKIA Theatre
STAPLES Center
LOUDON, NH
New Hampshire Motor Speedway
LOUISVILLE
Churchill Downs
MEMPHIS
FedExForum
MIAMI
American Airlines Arena
MILWAUKEE
Bradley Center
Harley-Davidson Museum
Midwest Airlines Convention Center
Milwaukee Theatre
U.S. Cellular Arena
MINNEAPOLIS
Nickelodeon Universe at Mall of America
MONTREAL
Bell Centre
NASHVILLE
Sommet Center
NEW YORK
USTA Billie Jean King National Tennis Center
OAKLAND
Cathedral of Christ the Light
ORACLE Arena
OMAHA
Qwest Center Arena and Convention Center
Omaha Baseball Stadium
ORLANDO
Amway Arena
Bob Carr Performing Arts Centre
Florida Citrus Bowl
PHOENIX
Chase Field
Dodge Theatre
U.S. Airways Center
PITTSBURGH
David L. Lawrence Convention Center
PNC Park
RENO
Reno Aces Ballpark
SALT LAKE CITY
Real Salt Lake Stadium
SAN ANTONIO
AT&T Center
SAN JUAN
Coliseo de Puerto Rico
SEATTLE
Gold Class Cinema - Redmond
Qwest Field
Qwest Event Center
WaMu Theater
SONOMA
Infineon Raceway
SPARTA, KY
Kentucky Speedway
ST. LOUIS
America's Center
Edward Jones Dome
Scottrade Center
TAMPA BAY
Raymond James Stadium
TULSA
Drillers Stadium
WALT DISNEY WORLD® RESORT
Fulton's Crab House
Portobello
Wolfgang Puck Grand Cafe
WASHINGTON, D.C.
Nationals Park
Verizon Center
WILKES-BARRE, PA
Betty & Joe's at Mohegan Sun Casino
Hot Dog Hall of Fame

Michael T. Perlberg
Senior Vice President
General Counsel

November 28, 2011

Ms. Sharon Patterson
Senior Buyer
City of Austin
124 W. 8th Street, Suite 308
Austin, TX 78701

Re: Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit

Dear Ms. Patterson:

Although we believe we can execute the above-referenced affidavit without any explanation and believe that there is no conflict with Chapter 176 of the Texas Local Government Code, in the interest of full disclosure, we understand that someone who works for the City of Austin is married to someone who works for a sister company of Levy Premium Foodservice, LLC, and was a part of assembling the RFP. We understand that this person is no longer involved in the RFP process and was never involved in the selection or evaluation process. We have never had any conversations with this person about the RFP, but wanted to disclose this distant connection in the spirit of total transparency.

Please contact me at (312) 335-5040 if you have any questions. Thank you.

Sincerely,

Michael T. Perlberg
Secretary

Levy Restaurants

980 North Michigan Avenue Chicago, Illinois 60611 (312) 335-5040 FAX (312) 280-2739 mperlberg@levyrestaurants.com

Recycled Paper

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION
(Please duplicate as needed)

SOLICITATION NO. RFP 8200 PAX0105

Pursuant to the Living Wages and Benefits provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than $11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract:

(1) are compensated at wage rates equal to or greater than $11.00 per hour; and

(2) are offered a health care plan with optional family coverage.

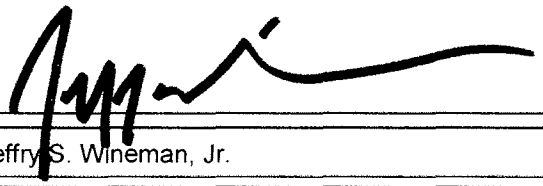
(To add additional employees to this page, click the Add Button.)

	Employee Name	Employee Job Title
Add Delete	No current employees yet assigned for this contract.	

(3) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than $11.00 per hour and offered a health care plan with optional family coverage.

(4) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment.

Contractor's Name:	Levy Premium Foodservice, L.L.C		
Signature of Officer or Authorized Representative:		Date:	Nov 30, 2011
Printed Name:	Jeffry S. Wineman, Jr.		
Title:	Executive Vice President of Development, Levy Restaurants		

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION

*Employees not yet hired for project.

Contract Number:	
Description of Services:	Catering and Concession Services for the Austin Convention Center
Contractor Name:	Levy Premium Foodservice, L.L.C

Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than $11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

(1) compensated at wage rates equal to or greater than $11.00 per hour; and
(2) offered a health care plan with optional family coverage.

Employee's Title:			
Signature of Employee:		Date:	
Employee's Printed Name:			

_____
(Witness Signature)

_____
(Printed Name)

City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS
SOLICITATION NO. RFP 8200 PAX0105

A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "Non-resident Bidder"?

(•) Texas Resident Bidder - A Bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

( ) Non-resident Bidder

Bidder's Name:	Levy Premium Foodservice, L.L.C		
Signature of Officer or Authorized Representative:		Date:	Nov 30, 2011
Printed Name:	Jeffry J. Wineman, Jr.		
Title:	Executive Vice President of Development, Levy Restaurants		

EXHIBIT A
FINANCIAL PROPOSAL

I, Jeffry S. Wineman, Jr. (print name), authorized representative of Levy Restaurants (print name of Bidder) have read and understood the terms and conditions of this request for proposal, have (have/have not) attended the pre-proposal meeting, have received addenda 1, 2, 3 and 4 (fill in addendum numbers), have made all necessary inspections of the proposed Facilities, agree to abide by all terms of this RFP and our attached proposal and agree to commence management of operations by October 1, 2012.

Category	Successful Proposer's Total Compensation	Amount
Food and Beverage Manager Periodic Fixed Fee	80%	$ 200,000
Food and Beverage Manager's Annual Productivity Reward Percentage of Gross Receipts (Based on Gross Receipts Beyond Threshold as noted below)	10%	2.5%
Gross Receipts Threshold beyond which Annual Productivity Reward is Computed		$ 7,500,000
Food and Beverage Manager's Annual Productivity Reward Percentage of Gross Receipts (Based on 80% Favorable Customer Rating)	10%	$ 25,000
Annual Productivity Reward not to Exceed		$ 25,000
Food and Beverage Manager's Maximum Total Compensation	100%	$ 250,000
Guaranteed Maximum Pre-Opening Expenses		$ 333,018
Capital Investment Proposed by Food and Beverage Manager		$ 1,500,000
Agreement Term		**10 Years**

Date November 30, 2011
Authorized Signature
Signatory's Title Executive Vice President, Business Development - Levy Restaurants
Bidder Levy Premium Foodservice, L.L.C.
Address 980 North Michigan Avenue, Chicago, Illinois 60611
Telephone Number (312) 335-5007

__ Corporation __ Partnership __ Joint Venture __ Sole Proprietorship __Limited Partnership Company _X_ Limited Liability Company
Incorporated in the State of Texas
Currently licensed to do business in Texas? _X_ Yes _____No

AUSTIN

CONVENTION CENTER

palmer

AUSTIN CONVENTION CENTER & PALMER EVENTS CENTER

THE LEVY BOOK OF ANSWERS | 01 17 12

Levy Restaurants

film& FOOD

AUSTIN
CONVENTION CENTER

CURED PORK BELLY MARTINI

Layered with green onions, caramelized onions and poblanos, horseradish cream, chihuahua cheese, pico de gallo, with fresh flour tortilla chips

MANDARIN ORANGE AND ARUGULA SALAD

Boggy Creek baby arugula, shallots, toasted hazelnuts, Roquefort cheese with agave and white balsamic vinaigrette

ASSORTED FRESH BAKED ROLLS

From our bakery

ACHIOTE SMOKED BEEF TENDERLOIN

Pommes Anna and Round Rock honey roasted baby carrots, roasted garlic demi and Texas Hill Port wine reduction

PANNA COTTA WITH ASIAN PEAR CRISP

Phyllo topped with Texas pecans and wildflower honey, Austin Farmer's Market bruléed Asian pear with cinnamon blueberry coulis

Freshly brewed coffee, decaffeinated coffee and assorted hot teas

75.00 per person

RESPONSES TO LEVY QUESTIONS

Levy Restaurants

[redacted]

[redacted]

1.

PROVIDE A COPY OF CERTIFIED AUDIT FROM TWO COMPARABLE ACCOUNTS.

The following is a certified audit from our Food and Beverage and Catering Operations at the Georgia World Congress Center prepared by KPMG.

CONCESSION AND CATERING SERVICES FOR
GEORGIA WORLD CONGRESS CENTER FACILITIES

Special-Purpose Statements

June 30, 2011 and 2010

(With Independent Auditors' Report Thereon)

[redacted]

GWCC

[redacted]

CONCESSION AND CATERING SERVICES FOR
GEORGIA WORLD CONGRESS CENTER FACILITIES

Table of Contents

	Page(s)
Independent Auditors' Report	1
Special-Purpose Statements:	
Balance Sheets	2
Statements of Operations	3
Statements of Changes in Undistributed Net Profits	4
Notes to Special-Purpose Statements	5 – 7

KPMG LLP
303 East Wacker Drive
Chicago, IL 60601-5212

Independent Auditors' Report

Levy Premium Foodservice, L.P. and
Geo. L. Smith II Georgia World Congress Center Authority:

We have audited the accompanying special-purpose balance sheets of the Concession and Catering Services for Georgia World Congress Center Facilities (as defined) as of June 30, 2011 and 2010, and the related special-purpose statements of operations and undistributed net profits for the years then ended, prepared pursuant to the catering agreement dated December 6, 2004 between Geo. L. Smith II Georgia World Congress Center Authority (the Authority) and Food Service Management by MGR, L.L.C. (MGR), a wholly owned subsidiary of Levy Premium Foodservice, L.P. (Levy). These special-purpose statements are the responsibility of Levy's management. Our responsibility is to express an opinion on these special-purpose statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Levy's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall statement presentation. We believe that our audits provide a reasonable basis for our opinion.

The accompanying special-purpose statements were prepared for the purpose of complying with the catering agreement between the Authority and MGR, a wholly owned subsidiary of Levy, as described in note 1 to the special-purpose statements, and are not intended to be a presentation in conformity with U.S. generally accepted accounting principles.

In our opinion, the special-purpose statements referred to above present fairly, in all material respects, the financial position of the Concession and Catering Services for Georgia World Congress Center Facilities (as defined) as of June 30, 2011 and 2010, and the results of its operations for the years then ended, on the basis of accounting described in notes 2 and 3 to the special-purpose statements.

This report is intended solely for the information and use of the partners of Levy and the management of the Authority, and is not intended to be and should not be used by anyone other than these specified parties.

KPMG LLP

October 12, 2011

KPMG LLP, a U.S. limited liability partnership, is the U.S. member firm of KPMG International Cooperative ("KPMG International"), a Swiss entity.

CONCESSION AND CATERING SERVICES FOR
GEORGIA WORLD CONGRESS CENTER FACILITIES

Special-Purpose Balance Sheets

June 30, 2011 and 2010

Assets		2011	2010
Cash	$	132,216	5,359,273
Restricted cash		1,944,690	1,413,525
Accounts receivable		996,092	456,026
Due from affiliates, net		8,901,440	1,558,417
Inventories		297,645	434,016
Prepaid expenses		58,565	24,978
Total assets	$	12,330,648	9,246,235
Liabilities and Undistributed Net Profits			
Liabilities			
Trade accounts payable	$	282,419	206,755
Accrued expenses		4,731,520	983,142
Capital expenditure reserves		1,091,686	752,782
Total liabilities		6,105,625	1,942,679
Undistributed net profits			
The Authority		4,057,239	1,807,957
MGR		2,167,784	5,495,599
Total undistributed net profits		6,225,023	7,303,556
Total liabilities and undistributed net profits	$	12,330,648	9,246,235

See accompanying notes to special-purpose statements

[redacted]

GWCC

[redacted]

CONCESSION AND CATERING SERVICES FOR
GEORGIA WORLD CONGRESS CENTER FACILITIES

Special-Purpose Statements of Operations

Years ended June 30, 2011 and 2010

		2011	2010
Gross revenues:			
Food sales	$	15,185,664	13,495,992
Beverage sales		4,981,502	4,455,296
Other income		1,529,508	952,966
Total gross revenues		21,696,674	18,904,254
Direct costs:			
Cost of sales – food		3,945,178	3,671,974
Cost of sales – beverage		1,022,988	842,852
Labor costs		5,824,459	5,447,485
Selling, general, and administrative		3,015,802	2,548,582
Total direct costs		13,808,427	12,510,895
Operating income		7,888,247	6,393,361
Management fee		100,000	100,000
Net profit	$	7,788,247	6,293,361
Net profit participants:			
The Authority	$	7,364,219	5,929,389
MGR		424,028	363,972
	$	7,788,247	6,293,361

See accompanying notes to special-purpose statements.

CONCESSION AND CATERING SERVICES FOR GEORGIA WORLD CONGRESS CENTER FACILITIES

Special-Purpose Statements of Changes in Undistributed Net Profits

Years ended June 30, 2011 and 2010

	The Authority	MGR	Total
Balance, June 30, 2009	$ 1,014,062	5,138,598	6,152,660
Net profit	5,929,389	363,972	6,293,361
Distributions	(5,135,494)	(6,971)	(5,142,465)
Balance, June 30, 2010	1,807,957	5,495,599	7,303,556
Net profit	7,364,219	424,028	7,788,247
Distributions	(5,114,937)	(3,751,843)	(8,866,780)
Balance, June 30, 2011	$ 4,057,239	2,167,784	6,225,023

See accompanying notes to special-purpose statements

CONCESSION AND CATERING SERVICES FOR
GEORGIA WORLD CONGRESS CENTER FACILITIES

Notes to Special-Purpose Statements

June 30, 2011 and 2010

(1) **Organization**

Levy Premium Foodservice, L.P. (Levy), an Illinois limited partnership, was formed to provide food service to sporting facilities throughout the United States. Levy is comprised of Levy GP Corporation (an Illinois S Corporation) as the general partner and Levy Restaurant Limited Partnership (an Illinois limited partnership) as the limited partner.

On December 6, 2004, Food Service Management by MGR, L.L.C. (MGR), a wholly owned subsidiary of Levy, entered into a 90-month catering agreement (the Agreement) with the Geo. L. Smith II Georgia World Congress Center Authority (the Authority) to provide all concession and catering services (as defined) at Georgia World Congress Center, Georgia International Plaza, and Centennial Olympic Park, together, Georgia World Congress Center Facilities or Center Facilities. The term of the Agreement is January 1, 2005 through June 30, 2012.

(2) **Summary of Significant Accounting Policies**

The special-purpose statements have been prepared on the accrual basis of accounting in conformity with the Agreement.

Inventories consist primarily of food, liquor, and restaurant supplies. The amounts are carried at average cost determined on a first-in, first-out (FIFO) value. Inventories are expensed as used.

The special-purpose statements only include the activity that is subject to the provisions of the Agreement and do not reflect all activities of MGR. As such, no provisions for federal or state income taxes have been made in the special-purpose statements as income taxes are not included in the provisions of the Agreement. Such income taxes are the responsibility of the parties of the Agreement.

The preparation of the special-purpose statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the special-purpose statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

(3) **Agreement with Geo. L. Smith II Georgia World Congress Center Authority**

Pursuant to the Agreement, MGR is required to make deposits in a bad debt reserve account. This reserve account must be funded by a charge against gross revenues (as defined), which shall be a direct cost of an amount equal to 0.25% of gross revenues (as defined) per fiscal year. Such deposits have been recorded as selling, general, and administrative in the amounts of $54,242 and $47,260 for the years ended June 30, 2011 and 2010, respectively.

Pursuant to the Agreement, MGR is required to make deposits in a food service equipment reserve account. This reserve account must be funded by a charge against gross revenues (as defined), which shall be a direct cost of an amount equal to 3% of gross revenues (as defined) per fiscal year. Such deposits have been recorded as selling, general, and administrative in the amounts of $650,900 and $567,128 for the years ended June 30, 2011 and 2010, respectively.

(Continued)

Pursuant to the Agreement, MGR is required to make deposits in an expendables reserve account. This reserve account must be funded by a charge against gross revenues (as defined), which shall be a direct cost of an amount equal to 2.5% of gross revenues (as defined) per fiscal year. Such deposits have been recorded as selling, general, and administrative in the amounts of $542,417 and $472,606 for the years ended June 30, 2011 and 2010, respectively.

Pursuant to the Agreement, MGR is entitled to receive a Novelty Sales Management Fee equal to 10% of Net Novelty Sales Revenue. The total amount of Novelty Sales Revenue as of June 30, 2011 and 2010 was $0 and $0, respectively. As such, no Novelty Sales Management Fee was paid to MGR as of June 30, 2011 and 2010.

The total amount of the reserves in aggregate as of June 30, 2011 and 2010 was $1,091,686 and $752,782, respectively. Such reserves are held in restricted cash accounts. At June 30, 2011 and 2010, Center Facilities held restricted cash of $1,944,690 and $1,413,525, respectively. At June 30, 2011 and 2010, Center Facilities held restricted cash of $853,004 and $814,808, respectively, on behalf of Georgia Dome, an affiliate of Center Facilities, and has recorded a related due to affiliate amount netted against other transfers among affiliates (note 5).

(4) Management Fee and Profit Split

Pursuant to the Agreement, MGR is entitled to the following profit split as a percentage of net profits (as defined):

Net profits threshold	Compensation percentage
$0 – $500,000	5.00%
$500,001 – $1,000,000	7.50
$1,000,001 – $2,000,000	11.25
$2,000,001 – $2,500,000	7.50
Over $2,500,000	4.00

Total profit split to MGR was $424,028 and $363,972 for the years ended June 30, 2011 and 2010, respectively, and is included in net profit participation in the accompanying special-purpose statements of operations. The remainder of net profits is distributed to the Authority.

Pursuant to the Agreement, MGR also retains a management and administrative fee in the amount of 2.25% of gross revenues (as defined) each fiscal year, but not to exceed $100,000 in any fiscal year.

(Continued)

CONCESSION AND CATERING SERVICES FOR
GEORGIA WORLD CONGRESS CENTER FACILITIES

Notes to Special-Purpose Statements

June 30, 2011 and 2010

(5) **Transactions with Affiliates**

Levy utilizes a centralized cash management system, whereby checks are processed on behalf of Levy from a central account operated by an affiliate. Additionally, food, liquor, and personnel costs are generally transferred among affiliated entities at cost. The balance resulting from Levy's use of the cash management system and the transfers among affiliates was an amount due from affiliates of $8,901,440 and $1,558,417 as of June 30, 2011 and 2010, respectively, and was recorded as due from affiliates in the accompanying special-purpose balance sheets.

Insurance costs of $98,205 and $79,156 for the years ended June 30, 2011 and 2010, respectively, are paid to an affiliate of Levy in an amount equal to 0.35% of gross receipts (as defined) and are included in selling, general, and administrative expense in the accompanying special-purpose statements of operations. Management of Levy believes that such costs approximate the actual cost of insurance if insurance policies were purchased directly by Levy.

(6) **Health and Welfare and 401(k) Savings Plan**

Nonunion personnel of Levy are offered participation in a 401(k) savings plan sponsored by an affiliate. Hourly employee contributions are matched up to $125 annually. Contributions made by salaried personnel are matched $0.50 for each $1.00 contributed by participants, up to 2% of such participants' annual gross wages. The expense of the 401(k) savings plan was approximately $11,937 and $14,041 for the years ended June 30, 2011 and 2010, respectively, and was recorded in labor costs in the accompanying special-purpose statements of operations.

(7) **Subsequent Events**

Subsequent to June 30, 2010 and through October 12, 2011, the date through which Levy's management evaluated subsequent events and on which the special-purpose statements were issued, Levy's management did not identify any subsequent events that would require disclosure.

[redacted]

AMERICA'S CENTER

The following is a certified audit of our Food and Beverage and Catering Operations at the America's Center which we operate in partnership with a local MBE firm under a joint venture called America's Center Food Service Partners. This audit was prepared by Randle and Associates (one of our certified MBE vendors.)

AMERICA'S CENTER
FOOD SERVICE PARTNERS

Financial Statements

Years Ended June 30, 2011 and 2010

(With Independent Auditor's Report Thereon)

Randle & Associates, LLC
Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

To the Partners of America's Center
Food Service Partners

We have audited the accompanying balance sheets of America's Center Food Service Partners as of June 30, 2011 and 2010, and the related statements of income and partnership equity, and cash flows for the years then ended. These financial statements are the responsibility of the America's Center Food Service Partners' management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of America's Center Food Service Partners as of June 30, 2011 and 2010, and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Randle & Associates, LLC, CPAs

Florissant, Missouri
September 27, 2011

AMERICA'S CENTER FOOD SERVICE PARTNERS
Balance Sheets
June 30, 2011 and 2010

ASSETS	2011	2010
Current assets:		
Cash	$ 134,079	$ 200,191
Receivables:		
Trade receivables - net	214,076	90,598
Related party receivables	4,017	510,239
Prepaid expenses	34,047	-
Inventories	57,201	29,909
Total current assets	443,420	830,937
Total assets	$ 443,420	$ 830,937
LIABILITIES AND PARTNERSHIP EQUITY		
Current liabilities		
Accounts payable:		
Trade payables	13,005	121,234
Accrued liabilities	228,022	648,527
Deferred revenue	130,345	-
Accrued contract fee	72,048	61,176
Total current liabilities	443,420	830,937
Partnership equity	-	-
Total liabilities and partnership equity	$ 443,420	$ 830,937

See accompanying notes to the financial statements.

AMERICA'S CENTER FOOD SERVICE PARTNERS
Statements of Income and Partnership Equity
For the Years Ended June 30, 2011 and 2010

	2011	2010
Revenues:		
Food sales	$ 5,760,871	$ 6,498,320
Liquor sales	1,422,325	1,714,164
Service charges	388,304	355,262
Miscellaneous	189,102	159,617
Total revenues	7,760,602	8,727,363
Cost of Sales:		
Cost of food	1,195,026	1,276,432
Cost of liquor	179,352	242,157
Total Cost of Sales	1,374,378	1,518,589
Gross profit	6,386,224	7,208,774
Operating expenses:		
Personnel costs	2,782,941	2,829,783
Selling expenses	303,822	295,699
General and administrative expenses	197,625	196,003
Management bonuses	172,000	172,000
Management fee	258,000	258,000
Contract fee	2,671,836	3,457,289
Total Operating Expenses	6,386,224	7,208,774
Net income	-	-
Partnership Equity Beginning of Period	-	-
Partnership Equity End of Period	$ -	$ -

See accompanying notes to the financial statements.

AMERICA'S CENTER FOOD SERVICE PARTNERS
Statements of Cash Flows
For the Years Ended June 30, 2011 and 2010

	2011	2010
Cash flows from operating activities:		
Net income	$ -	$ -
Adjustments to reconcile net income to		
Net Cash Provided By/(Used In) Operating Activities		
(Increase)/Decrease in receivables	**382,744**	(21,074)
(Increase)/Decrease in inventories	**(27,292)**	3,856
(Increase)/Decrease in prepaid assets	**(34,047)**	-
Increase/(Decrease) in accounts payable	**(108,229)**	7,405
Increase/(Decrease) in accrued expense	**(409,633)**	68,132
Increase/(Decrease) in deferred revenue	**130,345**	(19,104)
Net Cash Provided By/(Used In) operating activities	**(66,112)**	39,215
Net Increase/(Decrease) in Cash	**(66,112)**	39,215
Cash at Beginning of Period	**200,191**	160,976
Cash at End of Period	$ **134,079**	$ 200,191
Supplemental Disclosures		
Interest paid	$ -	$ -

See accompanying notes to the financial statements.

AMERICA'S CENTER FOOD SERVICE PARTNERS
Notes to Financial Statements

NOTE 1 - Summary of Significant Accounting Policies

Nature of Business

On September 9, 1994, America's Center Food Service Partners (the Partnership) formed a joint-venture partnership for the purpose of operating certain food and beverage service facilities at the America's Center and Cervantes Convention Center (the Center), on behalf of the St. Louis Convention and Visitor's Commission, as agent of the City of St. Louis, Missouri.

On November 30, 1994, the partnership entered into a management agreement with the Center for the operations of the Center's food and beverage services. The agreement commenced on January 2, 1995 and was amended extending the expiration date until June 30, 2001

On May 8, 2001, the Partnership entered into a management agreement with the Center for the operations of the Center's food and beverage services. The new agreement succeeded and replaced the 1994 agreement in its entirety. The agreement commenced on July 1, 2001 and expired June 30, 2003 with two, two-year extensions. During fiscal year 2003 the first extension was granted extending the agreement to June 30, 2005 and during fiscal year 2005 the second extension was granted extending the agreement to June 30, 2007. In April 2009 the Center exercised an additional option to extend the term of the agreement for two years through June 30, 2011. The extension was later amended in January 2011, extending the terms of the agreement through December 31, 2011

Basis of Accounting

The financial statements are prepared on the accrual basis of accounting, whereby revenues and expenses are recognized when the goods or services are provided.

Cash and Cash Equivalents

For the purpose of the statements of cash flows, the Partnership considers all investments with an initial maturity of three months or less to be cash equivalents. At June 30, 2011 and 2010 cash and cash equivalents consisted of cash only demand deposits held at a financial institution.

Inventory

The Partnership's inventory is valued at lower of cost or market determined by the first-in, first-out method.

NOTE 1 - Summary of Significant Accounting Policies – (Continued)

Income Taxes

The organization is formed as a joint-venture partnership. Income taxes are not taxed at the partnership level, but distributed to the individual partners, based on the performance of the partnership.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires the partners to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those disclosed.

Reclassifications of a General Nature

Certain amounts in the prior periods presented have been reclassified to conform to the current period financial statement presentation. These reclassifications have no effect on previously reported net income.

NOTE 2 - Concentration of Credit Risk

The Partnership maintains its cash balances in one financial institution in St. Louis, Missouri. The balances were insured by the Federal Deposit Insurance Corporation up to $250,000 until December 31, 2010. Beginning December 31, 2010, all noninterest-bearing transaction accounts are fully insured, regardless of the balance of the account, at all FDIC-insured institutions. At June 30, 2011 and 2010 the Partnership's bank balances were fully insured by the Federal Deposit Insurance Corporation.

NOTE 3 - Related Party Transactions

The Partnership serves as the management agent, providing such management and oversight services to the Partnership's operations. As a condition, of the agreement, the Partnership earns a management fee of $350,000 per year. During the years ended June 30, 2011 and 2010, the Partnership expensed management fees of $258,000, respectively. Additionally, the agreement entitles the Partnership to receive bonuses upon the attainment of certain performance goals and during the years ended June 30, 2011 and 2010, the Partnership recognized bonuses in the amount of $172,000, respectively.

NOTE 3 - Related Party Transactions - (Continued)

The partnership provides administrative services for a related entity. The services amounted to $7,100 for the years ended June 30, 2011 and 2010, respectively.

The partnership had receivables from the general partner of $4,017 and $510,239 at June 30, 2011 and 2010, respectively. The accounts are receivable from the general partner and are related to reimbursements for transactions between the general partner and the partnership.

NOTE 4 - Compensated Absences

Employees of the Company are entitled to paid vacation and sick days depending on job classification, length of service, and other factors. Vacation time for labor employees are expensed only when taken, therefore, no provisions for employee-compensated absences can be estimated. It is not practicable for the Partnership to estimate the amount of compensation for future absences; accordingly no liability for compensated absences has been recorded in the accompanying financial statements.

NOTE 5 - Inventories

The Partnership's inventory is valued at lower of cost or market determined by the first-in, first-out method. Inventory consisted of the following:

	June 30, 2011	June 30, 2010
Food	$ 38,557	$ 18,562
Beverages	18,644	11,347
Total	$ 57,201	$ 29,909

NOTE 6 - Contract Fee Expense

The joint venture partnership agreement requires the partnership to pay the profit less management fees, amortization of pre-opening expenses and bonuses to the Cervantes Convention Center. The partnership expensed $2,671,844 and $3,457,289 in distributions to the Center during the years ended June 30, 2011 and 2010, respectively.

NOTE 7 – Deferred Revenue

Deferred revenue consist of cash deposits received from customers for events scheduled subsequent to the fiscal year end. At June 30, 2011 deferred revenues totaled $130,345 and are included in the accompanying Balance Sheet.

NOTE 8 – Subsequent Events

In preparing these financial statements, the Organization has evaluated events and transactions for potential recognition through September 27, 2011, the date the financial statements were available to be issued.

2.

PROVIDE THE NAME OF THE SOFTWARE USED TO CONTROL FIXED ASSETS IN PLACE AT ACC AND A SAMPLE REPORT FROM A COMPARABLE VENUE.

Levy Restaurants utilizes Sage as our Fixed Asset Software provider for many of our locations. We also work with many other providers when the assets are not carried on Levy Restaurants balance sheet. For example, at the Georgia World Congress Center we utilize Concentrics, which is the Authority's chosen software. We have included a sample report from the Georgia World Congress Center in this response.

1/6/2012
10:07 AM

Georgia World Congress Center Authority
Missing Items Report - Food Service (Catering)
GWCCA - FY 2011-2012

Decal Number	Item Description	Serial Number	PO Number	Acquisition Cost	Date	Location Notes
AD1856	Desk, Executive	Mahogany	41913	0.00	4/29/1994	SECR Commissary 1183
AD1926	Printer, HP Laserjet 4 Plus	USFC105202	42857	0.00	9/13/1994	HR GUY TOWNSEND
AD1935	Chair, Low Back Executive	Brick Fabric	42984	0.00	5/24/1994	1st Affidavit 6/11
AD3052	DELL COMPUTER	FKFFT-91	99999		?/ 1/2009	LEVY - Brian
AD3054	COMPUTER	GS19HD1	99999		?/ 1/2009	LEVY RESTAURANT - HR
AD3062	DELL COMPUTER	HK8333T	99999		?/ 1/2009	Levy - Grace HR
AD3654	DELL E771 16 INCH MONITOR	MX-0419TX-47801-2BC	64477	0.00	1/ 6/2003	1ST AFFIDAVIT 09 1st Affidavit 6/11
AD4261	Dell Monitor	MX0032447-74262	68653	0.00	8/21/2008	DOME
AD4447	HP LaserJet P1560N Printer	CNBK628049	80226	0.00	6/ 6/2008	Levy
AD4785	DELL OPTIPLEX 780 COMPUTER	54N0CP1	85464		1/ 7/2011	Transfered to Levy Accounting 12/5/11
AD4895	Dell Monitor 20IN	CN07HJDW74445-015	83685		4/ 2/2010	Transfered to Levy Accounting 12/5/11
HA3733	17" Dell Monitor	mgr rpo 3084	11154	0.00	4/30/2001	Restaurant Bldg A
DE3578	Radio	10400682	99999	0.00	8/10/1999	1st Affidavit 6/11
PS00007	Tilting Skillet/Braising Pans			21,567.00	2/ 1/2011	
PS00008	Fryer			29,396.00	2/ 1/2011	
PS00009	Convection Ovens			23,655.00	2/ 1/2011	
PS0087	Carter Hoffman Queens	136856	350	0.00	2/12/1990	
PS0089	Carter Hoffman Queens	136857	350	0.00	2/12/1990	
PS0010	Carter Hoffman Queens	136919	350	0.00	2/12/1990	
PS0012	Carter Hoffman Queens	136862	350	0.00	2/12/1990	1st Affidavit 6/11
PS0050	Mixer, Hobart	126-232	0	0.00	9/ 1/1976	East Kitchen (LOST AFFIDAVIT 07 1ST)
PS0056	Table, Metal	None	0	0.00	9/ 1/1976	1st Affidavit 6/11
PS0059	Oven, Convection	None	313	5,550.00	10/20/1989	East Kitchen
PS0093	Cutter, Food	84181-13	33	0.00	9/ 1/1976	1ST AFFIDAVIT 09 1st Affidavit 6/11
PS0095	Table, Receiving	None	99999	0.00	2/ 1/1985	1st Affidavit 6/11
PS0100	Cooler, Walk In	112233	0	11,556.00	9/ 1/1976	Park Cafe
PS0104	Refrigerator, Traulsen	237976-7K	27719	0.00	8/10/1988	Park Cafe
PS0106	Warmer, Wells Bun	RR7750	27719	0.00	8/10/1988	Park Cafe
PS0109	Warmer, Wells Bun	RR7749	27719	0.00	8/10/1988	Park Cafe
PS0113	Refrigerator, Traulsen	237977-7K	27719	0.00	8/10/1988	Park Cafe
PS0115	Oven, Microwave	63861	27719	0.00	8/10/1988	Park Cafe
PS0117	Cart, Banquet	None	99999	0.00	2/ 1/1985	1st Affidavit 6/11
PS0141	Cart, Banquet	None	99999	0.00	2/ 1/1985	1st Affidavit 6/11
PS0145	Racevac	None	99999	14,738.00	2/ 1/1985	Ballroom Kitchen
PS0178	Mixer, Hobart	11-341-635	99999	0.00	5/ 1/1986	1st Affidavit 6/11
PS0267	Queen Mary	8762	99999	0.00	4/ 1/1986	
PS0268	Queen Mary	None	99999	0.00	2/ 1/1985	Dome
PS0371	Table, Beverage	None	99999	0.00	2/ 1/1985	1ST AFFIDAVIT 09 1st Affidavit 6/11
PS0376	Table, Beverage	None	99999	0.00	2/ 1/1985	Ballroom Kitchen
PS0412	Oven, Microwave	2431	396	0.00	8/25/1989	Express Cafe West
PS0425	Dolley, Dish	None	0	0.00	9/ 1/1976	
PS0502	Rack, Steel	Eastern	27719	0.00	8/10/1988	Park Cafe
PS0505	Storage Unit, Refrigerated	317928	27948	0.00	9/15/1988	1st Affidavit 6/11
PS0576	Dispenser, Soda	314879	27844	0.00	8/31/1988	Park Cafe
PS0577	Dispenser, Soda	314876	27844	0.00	8/31/1988	Park Cafe
PS0587	Dispenser, Soda	314898	27844	0.00	8/31/1988	Express Cafe East
PS0595	Rack, Steel	Eastern	27719	0.00	8/10/1988	1st Affidavit 08 Lost 1st Affidavit 6/11
PS0681	Refrigerator, Traulsen	237979-7K	27719	0.00	8/10/1988	Express Cafe East
PS0758	Worktable	None	99999	0.00	2/ 1/1985	Terrace Kitchen
PS0762	Worktable	None	99999	0.00	2/ 1/1985	Terrace Kitchen
PS0819	Sink, Pot	None	99999	0.00	2/ 1/1985	Common Cafe
PS0823	Oven, Microwave	4624	167	0.00	5/29/1987	1ST AFFIDAVIT 09 1st Affidavit 6/11
PS0825	Refrigerator, Under CTR	32482257	99999	0.00	2/ 1/1985	Common Cafe
PS0828	Refrigerator, Under CTR	32481962	99999	0.00	2/ 1/1985	Common Cafe
PS0831	Cooler, Walk In	None	99999	0.00	2/ 1/1985	Common Cafe
PS0835	Dispenser, Soda	28321	99999	0.00	2/ 1/1985	Common Cafe
PS0836	Warmer, Roll	2312	99999	0.00	2/ 1/1985	Common Cafe

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Georgia World Congress Center Authority
Missing Items Report - Food Service (Catering)
GWCC - FY 2011-2012

Decal Number	Item Description	Serial Number	PO Number	Acquisition Cost	Date	Location Notes
FS0838	Ice Chest	None	99999	0.00	2/ 1/1985	Common Cafe
FS0839	Warmer, Roll	2301	99999	0.00	2/ 1/1985	Common Cafe
FS0841	Dispenser, Soda	20322	99999	0.00	2/ 1/1985	Common Cafe
FS0868	Queen Mary	0506	99998	0.00	4/ 1/1986	1st Affidavit 6/11
FS0879	Table, Soiled Dish	None	0	0.00	9/ 1/1976	Level III East
FS0882	Sink & Worktable	None	0	0.00	9/ 1/1976	Level III East
FS0906	Worktable	None	99999	0.00	2/ 1/1985	1st Affidavit 6/11
FS0946	Heater, Sink	9823741	99999	0.00	2/ 1/1985	1ST AFFIDAVIT 09. 1st Affidavit 6/11
FS1044	Dolley, Dish	None	99998	0.00	1/ 1/1985	
FS1050	Dolley, Dish	None	0	0.00	9/ 1/1976	1st Affidavit 6/11
FS1061	Dolley, Dish	5017240	99998	0.00	1/ 1/1985	
FS1062	Dolley, Dish	5017240	99998	0.00	1/ 1/1985	
FS1071	Dolley, Dish	5017240	99998	0.00	1/ 1/1985	scanned 10
FS1074	Dolley, Dish	None	0	0.00	9/ 1/1976	
FS1076	Dolley, Dish	5018230	99998	0.00	1/ 1/1985	1st Affidavit 6/11
FS1077	Dolley, Dish	None	0	0.00	9/ 1/1976	
FS1081	Dolley, Dish	None	0	0.00	9/ 1/1976	
FS1146	Oven, Microwave	4417	167	0.00	5/29/1987	Food Works
FS1158	Freezer, Portable	None	99999	0.00	2/ 1/1985	1ST AFFD 09 scanned 10. 1st Affid 6/11
FS1169	Dolley, Dish	5018240	99998	0.00	1/ 1/1985	
FS1172	Dolley, Dish	5016480	99998	0.00	1/ 1/1985	1st Affidavit 6/11
FS1174	Cooler, Walk In	None	0	0.00	9/ 1/1976	Hall C Concession
FS1181	Warmer, Roll	10285	0	0.00	9/ 1/1976	Hall C Concession
FS1187	Oven, Microwave	4158	167	0.00	5/29/1987	1st Affidavit 6/11
FS1192	Two Drawer Bread Warmer	2869-263-189	266	0.00	2/ 1/1989	Hall C Concession
FS1207	Sink	None	0	0.00	9/ 1/1976	Hall B Concession
FS1230	Sink	None	0	0.00	9/ 1/1976	Hall A Concession
FS1243	Grid, Hot Dog	6-4552	0	0.00	9/ 1/1976	1ST AFFIDAVIT 09. 1st Affidavit 6/11
FS1256	Cooler, Walk In	G1227-3	0	0.00	9/ 1/1976	Hall A Concession
FS1289	Warmer, Roll	10113	0	0.00	9/ 1/1976	
FS1302	Refrigerator, Hobart	32480616	99997	0.00	5/ 1/1984	Hall F Concession
FS1306	Refrigerator, Hobart	32481921	99997	0.00	5/ 1/1984	Hall F Concession
FS1310	Hood, Vent	None	99997	0.00	5/ 1/1984	Hall F Concession
FS1316	Cooler, Walk In		99997	0.00	5/ 1/1984	Hall F Concession
FS1322	Sink, Pot	Stainless	99997	0.00	5/ 1/1984	Hall F Concession
FS1331	Refrigerator, Hobart	32480465	99997	0.00	5/ 1/1984	Hall E Concession
FS1335	Refrigerator, Hobart	32481967	99997	0.00	5/ 1/1984	Hall E Concession
FS1347	Sink, Pot	Stainless	99997	0.00	5/ 1/1984	Hall E Concession
FS1353	Cooler, Walk In	None	99997	0.00	5/ 1/1984	Hall E Concession
FS1367	Refrigerator, Hobart	32481806	99997	0.00	5/ 1/1984	Hall D Concession
FS1368	Oven, Microwave	41078	99999	0.00	2/ 1/1985	Hall D Concession
FS1378	Sink, Pot	Stainless	99997	0.00	5/ 1/1984	Hall D Concession
FS1387	Cooler, Walk In	None	99997	0.00	5/ 1/1984	Hall D Concession
FS1409	Desk, Executive	Mahogany	153	0.00	6/30/1987	1ST AFFIDAVIT 09. 1st Affidavit 6/11
FS1509	Warmer, Portable	73153	0	0.00	9/ 1/1976	Hall A Concession
FS1537	Modular Workstations w Chairs	None	175	16,345.40	6/27/1989	Surplus completed paperwork 6/5/10
FS1616	Dolley, Dish	5018240	99998	0.00	1/ 1/1985	1st Affidavit 6/11 Lost. 1st Affidavit 6/11
FS1617	Dolley, Dish	None	0	0.00	9/ 1/1976	
FS1671	Freezer, Portable	None	99999	0.00	2/ 1/1985	Warehouse
FS1715	Queen Mary	0762	99998	0.00	4/ 1/1986	Dome
FS1723	Dolley, Dish	5018240	99998	0.00	1/ 1/1985	
FS1728	Dolley, Dish	5018240	99998	0.00	1/ 1/1985	
FS1740	Dolley, Dish	None	0	0.00	9/ 1/1976	1st Affidavit 6/11
FS1750	Dolley, Dish	None	0	0.00	9/ 1/1976	1st Affidavit 6/11
FS1779	Shelf, Unit	None	0	0.00	9/ 1/1976	Warehouse
FS1780	Shelf, Unit	None	0	0.00	9/ 1/1976	Warehouse
FS1781	Shelf, Unit	None	0	0.00	9/ 1/1976	Warehouse

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Georgia World Congress Center Authority
Missing Items Report - Food Service (Catering)
GWCC - FY 2011-2012

Detail Number	Item Description	Serial Number	PO Number	Acquisition Cost	Date	Location Notes
FS1782	Shelf, Bin	None	0	0.00	9/ 1/1976	Warehouse
FS1788	Shelf, Bin	None	0	0.00	9/ 1/1976	Warehouse
FS1789	Shelf, Bin	None	0	0.00	9/ 1/1976	Warehouse
FS1961	Rack, Enclosed Tray	None	0	0.00	9/ 1/1976	1st Affidavit 6/11
FS1964	Dolley, Dish	5016490	99998	0.00	1/ 1/1985	1st Affidavit 6/11
FS1965	Dolley, Dish	None	0	0.00	9/ 1/1976	
FS1968	Dolley, Dish	5018240	99998	0.00	1/ 1/1985	
FS1969	Dolley, Dish	5016480	99998	0.00	1/ 1/1985	
FS1970	Dolley, Dish	5016490	99998	0.00	1/ 1/1985	
FS1971	Dolley, Dish	5017240	99998	0.00	1/ 1/1985	1st Affidavit 08 Lvst. 1st Affidavit 6/11
FS1972	Queen Mary	None	99999	0.00	2/ 1/1985	
FS1973	Queen Mary	None	99999	0.00	2/ 1/1985	
FS2010	Dolley, Dish	None	99997	0.00	2/ 1/1986	
FS2022	Cooler, Beer	None	104	0.00	8/ 1/1989	1ST AFFIDAVIT 09, 1st Affidavit 6/11
FS2031	Dolley, Dish	5016480	99998	0.00	1/ 1/1985	
FS2077	Rack, Pot	None	99999	0.00	2/ 1/1985	1ST AFFIDAVIT 09, 1st Affidavit 6/11
FS2142	Worktable	None	0	0.00	6/24/1991	1st Affidavit 6/11
FS2147	Thermatamer	923764	99999	7,991.00	2/ 1/1986	Surplus completed paperwork 5/5/10
FS2215	Freezer, Reach In	Delfield	443	0.00	9/ 4/1991	Hall B Concession
FS2222	Refrigerated Merchandiser		443	0.00	9/ 4/1991	Hall B Concession
FS2223	Refrigerated Merchandiser		443	0.00	9/ 4/1991	1ST AFFIDAVIT 09, 1st Affidavit 6/11
FS2228	Deep Fryer, Frymaster		443	6,459.00	9/ 4/1991	Hall F Concession
FS2230	Refrigerator Base	Delfield	443	0.00	9/ 4/1991	Hall F Concession
FS2236	Refrigerator, Delfield	2331311	443	0.00	9/ 4/1991	Courtyard Cafeteria
FS2237	Cart, Delfield Heated Roll In	2331383	443	0.00	9/ 4/1991	Courtyard Cafeteria
FS2239	Ethanne Hood, Delfield		443	9,203.00	9/ 4/1991	1ST AFFIDAVIT 09, 1st Affidavit 6/11
FS2248	Refrigerated Merchandiser	Delfield	443	0.00	9/ 4/1991	Courtyard Cafeteria
FS2249	Refrigerated Merchandiser	Delfield	443	0.00	9/ 4/1991	Courtyard Cafeteria
FS2254	Warmer, Drawer	Alto Sham	443	0.00	9/ 4/1991	Courtyard Cafeteria
FS2289	Drawer Warmer	Alto Sham	443	0.00	9/ 4/1991	Hall F Concession
FS2317	Refrigeration System	None	99999	0.00	2/ 1/1985	Terrace Kitchen
FS2431	Cooler, Walk In	G12227-4	0	0.00	9/ 1/1976	
FS2439	Dispenser, Beer & Wine	None	0	0.00	2/ 1/1985	Terrace Lounge (LOST AFFIDAVIT 07 1SE)
FS2483	Refrigerator, Randell	2 Section	0	0.00	3/13/1992	Pizza Hut
FS2484	Proof Box, Mer'all	None	0	0.00	3/12/1993	Pizza Hut
FS2485	Proof Box, Mer'all	None	0	0.00	3/12/1993	Pizza Hut
FS2489	Retarder, 2 Door	None	0	0.00	3/12/1993	Pizza Hut
FS2508	Drawer, APW Hot	None	0	0.00	3/13/1992	Food Works
FS2509	Drawer, APW Hot	None	0	0.00	3/13/1992	Food Works
FS2512	Refrigerator, Randell Undercounter	None	0	0.00	3/13/1992	Food Works
FS2518	Food Warmer Wells	w/ 2 Pans	0	0.00	3/13/1992	Food Works
FS2522	Refrigerator, Randell	1 Section	0	0.00	3/13/1992	Food Works
FS2523	Freezer, Randell	1 Section	0	0.00	3/13/1992	Food Works
FS2524	Hot Cabinet, Randell Triple Section	None	0	0.00	3/13/1992	Food Works
FS2525	Refrigerator, Randell Triple Section	None	0	0.00	3/13/1992	Food Works
FS2526	Refrigerator, Randell Double	None	0	0.00	3/13/1992	Food Works
FS2527	Refrigerator, Randell Double	None	0	0.00	3/13/1992	Food Works
FS2529	Built In Foodwarmer, Toastmaster	Carving Station	0	0.00	3/13/1992	Food Works
FS2533	Refrigerator, Randell	1 Section	0	0.00	3/13/1992	Food Works
FS2551	Table, Coffee Service	MONO	99999	0.00	9/ 1/1986	1ST AFFIDAVIT 09, 1st Affidavit 6/11
FS2662	Cart, Open Upright		760	0.00	10/ 6/1994	1st Affidavit 08 Lvst. 1st Affidavit 6/11
FS2682	Display Case, Delfield Refrigerated		762	5,564.95	7/28/1994	Cafe Cornucopia
FS2685	Refrigerator, Delfield Undercounter		762	0.00	7/28/1994	Cafe Cornucopia
FS2686	Refrigerator, Delfield Reach In		762	0.00	7/28/1994	Cafe Cornucopia
FS2698	Dolley, Dish		99998	0.00	1/ 1/1985	
FS2731	Microwave, Panasonic		782	0.00	7/28/1994	Cafe Cornucopia
FS2747	Shelving, Rolling	Steel	23	0.00	9/ 1/1976	on 5th floor - needed

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Decal Number	Item Description	Serial Number	PO Number	Acquisition Cost	Date	Location Notes
FS2778	Grill, Hot Dog		0	0.00	0/ 1/1976	Hall C Concession
FS2791	Dolly, Dish		99999	0.00	1/ 1/1985	Dome
FS2793	Dolly, Dish		99999	0.00	1/ 1/1985	
FS2798	Warmer, Food		99997	0.00	5/ 1/1984	Hall H Concession
FS2799	Warmer, Roll	None	99999	0.00	2/ 1/1985	Hall H Concession
FS2807	Freezer, Walk In Cooler		912	9,651.04	7/26/1995	Pizza Hut
FS2809	Proofing Cabinet, McCall Heated		912	0.00	7/26/1995	Pizza Hut
FS2813	Cabinet, McCall Retarder		912	0.00	7/26/1995	Pizza Hut
FS2815	Exhaust Hood w/Duct & Fan		912	9,872.00	7/26/1995	Pizza Hut
FS2861	Cart, Cashman	97115367	1720	6,249.00	10/28/1996	GWCC
FS2895	Oven, Microwave	4236	0	0.00	5/29/1987	1st Affidavit 08 Land, 1st Affidavit 6/11
FS2935	Refrigerator Unit	None	638	0.00	12/11/1989	Hall H Concession
FS2962	Packaging Machine FM 75e	1351	3299	8,299.00	1/24/1997	1st Affidavit 6/11
FS2967	Popcorn Warmer	99999	0	0.00	8/28/1998	1ST AFFIDAVIT 09, 1st Affidavit 6/11
FS3304	Refrigerator, single door		0	0.00	6/30/1999	Hall G
FS3305	Bun Warmer		0	0.00	6/30/1999	Hall G
FS3306	Bun Warmer		0	0.00	6/30/1999	Hall G
FS3308	Freezer, Portable	None	99999	0.00	2/ 1/1985	Hall G
FS3309	Sink		0	0.00	6/30/1999	Hall G
FS3310	Cooler, Walkin		0	0.00	6/30/2000	HALL G
FS3312	Ice Maker	None	99999	0.00	2/ 1/1985	Hall G
FS3315	Refrigerator		0	0.00	6/30/1999	Hall H
FS3316	Soup Warmer		0	0.00	6/30/1999	1ST AFFIDAVIT 09, 1st Affidavit 6/11
FS3318	Refrigerator, Under Counter		0	0.00	6/30/1999	Hall H
FS3319	Refrigerator, Walkin		0	0.00	6/30/1999	Hall H
FS3323	Refrigerator		0	0.00	6/30/1999	Hall H
FS3325	Refrigerator, Undercounter		0	0.00	6/30/1999	Hall G
FS3330	Coffee Workstation		0	0.00	6/30/1999	Hall G
FS3331	Cooler, Walkin		0	0.00	6/30/1999	Hall G
FS3333	Sink		0	0.00	6/30/1999	Hall G
FS3346	Sink		0	0.00	6/30/1999	1ST AFFIDAVIT 09, 1st Affidavit 6/11
FS3352	Ice Bin	None	99999	0.00	2/ 1/1985	Common Cafe
FS3360	Queen Mary	#536	99998	0.00	4/ 1/1986	1st Affidavit 6/11
FS3401	Lamp, Heat	None	99999	0.00	2/ 1/1985	
FS3606	Radio, Dk406	1175	54791	0.00	8/17/1999	MGR SALES HEATHER HAWES
FS3666	Stand, Food Ice Merchandiser		0	0.00	2/24/1999	A3 Cerve
FS3668	Dishwasher, Hobart		2364	58,237.64	2/ 1/1999	
FS3669	Refrigerator, QNU, prichr	321887369	56948	0.00	4/ 7/2000	1ST AFFIDAVIT 09, 1st Affidavit 6/11
FS3698	Radio, Multi Station	53616	54779	0.00	8/10/1999	MGR IDC ERIC ROLAND
FS3702	Radio, Multi Station	53554	54779	0.00	8/10/1999	1st Affidavit 6/11
FS3793	Bug Killer	FS2046	182	0.00	6/30/1987	1st Affidavit 6/11
FS3794	Bug Killer	None	192	0.00	6/30/1987	1st Affidavit 6/11
FS3817	Table, Reversing	None	0	0.00	9/ 1/1976	1st Affidavit 6/11
FS3820	Ice Bin	None	0	0.00	9/ 1/1976	1st Affidavit 6/11
FS3832	Cooler, Walk-In	None	99999	10,395.00	2/ 1/1985	Ballroom Kitchen
FS3921	Rack, Open Trav	None	0	0.00	9/ 1/1976	
FS3986	Washer Extractor	SN120818287A/Mod WU	0	16,275.00	1/18/2001	Laundry
FS4061	Rack, Compaq Universal	989459	67477	0.00	6/12/2000	116 walk/jrd with 1 no/ local
FS4062	Storage System Upright Steel Cable		2765	0.00	6/15/2000	Stewarding Cage
FS4085	Ice Machine, Manitowoc	56366	2753	0.00	6/15/2000	Ballroom Northeast
FS4086	Ice Machine, Manitowoc	563891	2753	0.00	6/15/2000	Ballroom Southeast
FS4087	Storage Bin, Manitowoc	189068	2753	0.00	6/15/2000	Ballroom Southeast
FS4089	Storage Bin, Manitowoc		2753	0.00	6/15/2000	Stewarding Cage
FS4213	Vending Machine Hand Truck	4-W471	0	0.00	9/13/2000	Commissary
FS4221	Paragon Trailer 48x96	916378	0	0.00	10/24/2000	Commissary
FS4222	Paragon Trailer 48x96	916368	0	0.00	10/24/2000	Commissary
FS4223	Paragon Trailer 48x96	916366	0	0.00	10/24/2000	Commissary

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1/16/2012
10:07 AM

Georgia World Congress Center Authority
Missing Items Report - Food Service (Catering)
GWCC - FY 2011-2012

Decal Number	Item Description	Serial Number	PO Number	Acquisition Cost	Date	Location Notes
FS4229	Hobart Cutrerow Dishwasher	12142699	0	9,590.85	7/16/2001	C Hall Cage
FS4231	Black2 Drawer File Cabinet		0	0.00	10/17/2000	Accounting
FS4248	Paragon Trailer 48x96	916576	0	5,005.00	11/20/2000	Commissary
FS4263	Paragon Trailer 48x96		0	5,005.00	11/20/2000	Commissary
FS4274	Optiplex, GX280,Small Desk Top Pentium		72414	0.00	6/24/2005	DOME ERIC
FS4291	Heated Cart		2985	0.00	6/27/2001	Stewarding broken decal
FS4296	Hot Box, Carter Hoffman	337809	0	0.00	2/7/2001	Stewarding
FS4297	Ice Machine Manitwoc		2753	0.00	6/15/2000	MISSING
FS4299	Ice Maker & Bin	840562824	99999	0.00	2/1/1985	Common Cate
FS4324	Tilting Skillet/Braising Pan, Gas	3922868-1 5	5217	11,687.54	3/16/2009	Levy Rest
FS4345	Griddle Counter Unit, Gas	USG240-48SA0012	5217	27,531.01	3/16/2009	Levy Rest
FS4353	Table	None	99999	0.00	2/1/1985	Terrace Kitchen
FS4356	Fryers, Gross	None	16387	0.00	9/29/1986	Terrace Kitchen
FS4357	Oven, Convection	84268216	99999	0.00	2/1/1985	Terrace Kitchen
FS4369	GEM Electric Car 4 Passenger	5ASAG47AVF089721	0	12,695.00	8/30/2000	BLACK BOOK IN ACCT
FS4370	Mita KM 5530 Copier	83087129	3448	17,999.28	3/16/2003	Surplus completed paperwork 5/5/10
FS4390	Cart, Lakeside		2717	0.00	6/18/2000	C Kitchen
FS4401	Hot Box, Carter Hoffman	56337912/AP90.60 UB	0	0.00	2/7/2001	Stewarding
FS4405	Steamer	527756	99999	6,622.00	2/1/1985	Ballroom Kitchen
FS4440	HP LJ 2420DN Laser Jet Printer	CNGJ015726	75149	0.00	8/25/2006	Sales Area, cubicle on corner
FS4464	Color laserjet 3600n printer & feeder	CNTBB61917	75878	0.00	8/24/2007	Levy Admin Norma Burgner
FS4466	HP Laser Jet Printer 2015DN	CNRJA11779	76812	0.00	1/24/2007	1st Affidavit 08 Missing
FS4479	DELL 17" FLAT MONITOR		75135	0.00	4/19/2006	LEVY (CHIP HAGUE)
FS4479	Manitowoc ice cube machine with bin	110597557 110519380	76936	0.00	2/9/2007	
FS4480	Refrigerator	14615414	77910	0.00	7/16/2007	Levy Rest
FS4515	DELL GX520 CPU		75135	0.00	4/19/2006	LEVY (M.J. NIXON)
FS4524	DELL GX 520 CPU		75135	0.00	4/19/2006	LEVY (A. ANDREWS)
FS4526	DELL GX 520 CPU		75135	0.00	4/19/2006	1st Affidavit 6/11
FS4530	Kenwood Radio	X1100097	77175	0.00	3/22/2007	1st affidavit 09
FS4531	Kenwood Radio	X1100095	447175	0.00	3/22/2007	Levys
FS4532	Kenwood Radio	X1100096	77175	0.00	3/22/2007	Levys
FS4535	Kenwood Radio	X1100099	77175	0.00	3/22/2007	Levys
FS4540	HP LaserJet 1022 Printer	VNRB362468	78247	0.00	8/30/2007	Levy's Commissary
FS4541	SCOTSMAN ICEMAKER/BIN	07051320610750/07/0313	77544	0.00	4/9/2007	FOOD SERVICES CATERING
FS4556	Kenwood Radio	X1100062	77175	0.00	3/22/2007	Levys
FS4583	Safe & Lock		4683	0.00	5/30/2007	1ST AFFIDAVIT 10
FS4593	Carter Hoffman Queens	136865	350	0.00	2/12/1990	1ST AFFIDAVIT 09 1st Affd6/11.
FS4594	HP LaserJet 3052 Printer	CNRK 258258	78569	0.00	10/25/2007	Levy Rest/Terrace Rest
FS4602	Dell CPU	BCX3TF1	79436	0.00	3/5/2008	Dome Levy (Andrew)
FS4612	Dell CPU	BFX3TF1	79436		3/5/2008	DOME
FS4619	Dell Monitor	MX0C9536742628IN2A	79436	0.00	3/5/2008	CCI D-transfer to Levy-C Walker 8/2/11
FS4620	Dell Monitor	MX0C9536742628IN2N	79436	0.00	3/5/2008	LEVY KENYA SMITH
FS4623	DELL ULTRASHARP 2007 FLATPANEL MONITOR	MX-0G524H-74262-057	83932		5/24/2010	1st Affidavit 6/11
FS4626	4400 LBS PALLET JACK (BLUE)	09101001/521	83459		2/15/2010	1st Affidavit 6/11
FS4629	DELL ULTRSOUND 2007 FLATPANEL MONITOR	MX-0G524H-74262-056	83932		5/24/2010	1st Affidavit 6/11
FS4630	Dell CPU	9BX3TF1	79436	0.00	3/5/2008	CCI Dtransfer to Levy-C Walker 8/2/11
FS4631	Dell CPU	7BX3TF1	79436	0.00	3/5/2008	Levy HR (Latrece Ridley)
FS4635	Dell CPU	CBX3TF1	79436	0.00	3/5/2008	LEVY KENYA SMITH
FS4640	Dell Monitor	MX0C9536742628IN9I	79436	0.00	3/5/2008	Levy HR (Latrece Ridley)
FS4651	Hobart Hobart refrigerator Single Door	1108002	62931	0.00	12/18/2001	MGR 4/11/02
FS4652	Hobart Hobart Refrigerator Double Door	1108174	62931	5,277.00	12/18/2001	MGR 4/11/02
FS4653	Carter Hoffman 2 door heated banquet cart	354443	63418	0.00	4/29/2002	MGR 4/29/02
FS4654	Carter Hoffman 2 door heated banquet cart	354437	63418	0.00	4/29/2002	MGR 4/29/02
FS4655	Carter Hoffman 2 door heated banquet cart	354440	63418	0.00	4/29/2002	MGR 4/29/02
FS4656	Carter Hoffman 2 door heated banquet cart	354433	63418	0.00	4/29/2002	MGR 4/29/02
FS4658	Carter Hoffman 2 door heated banquet cart	354434	63418	0.00	4/29/2002	MGR 4/29/02
FS4659	Carter Hoffman 2 door heated banquet cart	354442	63418	0.00	4/29/2002	MGR 4/29/02

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Georgia World Congress Center Authority
Missing Items Report - Food Service (Catering)
GWCC - FY 2011-2012

Decal Number	Item Description	Serial Number	PO Number	Acquisition Cost	Date	Location Notes
FS4660	Carter Hoffman 2 door heated banquet cart	354427	63418	0.00	4/29/2002	1st Affidavit 6/11
FS4661	Carter Hoffman 2 door heated banquet cart	354444	63418	0.00	4/29/2002	MGR 4/29/02
FS4662	Carter Hoffman 2 door heated banquet cart	354430	63418	0.00	4/29/2002	MGR 4/29/02
FS4663	Carter Hoffman 2 door heated banquet cart	354438	63418	0.00	4/29/2002	MGR 4/29/02
FS4664	Carter Hoffman 2 door heated banquet cart	354439	63418	0.00	4/29/2002	MGR 4/29/02
FS4665	Carter Hoffman 2 door heated banquet cart	354426	63418	0.00	4/29/2002	MGR 4/29/02
FS4666	Carter Hoffman 2 door heated banquet cart	354429	63418	0.00	4/29/2002	MGR 4/29/02
FS4667	Carter Hoffman 2 door heated banquet cart	354435	63418	0.00	4/29/2002	MGR
FS4669	Carter Hoffman 2 door heated banquet cart	354431	63418	0.00	4/29/2002	MGR 4/29/02
FS4670	Carter Hoffman 2 door heated cart	354428	63418	0.00	4/29/2002	MGR 4/29/2MGR 4/29/02
FS4672	Carter Hoffman 2 door heated banquet cart	354425	63418	0.00	4/29/2002	MGR 4/29/02
FS4673	Carter Hoffman 2 door heated banquet cart	354431	63418	0.00	4/29/2002	MGR 4/29/02
FS4680	Carter Hoffman PHB 450 Ref. Cabinet	354489	63418	0.00	5/6/2002	DOME 6/1/05
FS4681	Carter Hoffman PHB 450 Ref. Cabinet	354481	63418	0.00	5/6/2002	MGR 5/6/02
FS4685	Carter Hoffman PHB 450 Refr. Cabinet	354482	63418	0.00	5/6/2002	MGR 5/6/02
FS4686	Carter Hoffman PHB 450 Ref. Cabinet	354480	0	0.00	6/28/2002	MGR 5/6/02
FS4688	Carter Hoffman BH1864 Heated Mobile Cab	354389	63418	0.00	5/6/2002	DOME 6/1/05
FS4689	Carter Hoffman BH1864 heated mobile cab	354381	63418	0.00	5/6/2002	MGR 5/6/02
FS4690	Carter Hoffman BH1864 heated mobile cab	354388	63418	0.00	5/6/2002	1st Affidavit 08 Load 1st affdi 6/29/11
FS4691	Carter Hoffman BH1864 heated mobile cab	354391	63418	0.00	5/6/2002	MGR 5/6/02
FS4692	Carter Hoffman BH1864 heated mobile cab	354392	63418	0.00	5/6/2002	MGR 5/6/02
FS4694	Carter Hoffman BH1864 heated mobile cab	354387	63418	0.00	5/6/2002	MGR 5/6/02
FS4696	Carter Hoffman BH1864 heated mobile cab	354382	63418	0.00	5/6/2002	MGR 5/6/02
FS4697	Carter Hoffman BH1864 heated mobile cab	354383	63418	0.00	5/6/2002	MGR 5/6/02
FS4698	Carter Hoffman BH1864 heated mobile cab	354394	63418	0.00	5/6/2002	DOME 6/1/05
FS4699	Carter Hoffman BH1864 heated mobile cab	354384	63418	0.00	5/6/2002	DOME 6/1/05
FS4700	Carter Hoffman BH1864 heated mobile cab	354389	63418	0.00	5/6/2002	MGR 5/6/02
FS4701	Carter Hoffman BH1864 heated mobile cab	354394	63418	0.00	5/6/2002	MGR 5/6/02
FS4711	Star 48A hot dog grill 24x12x12	64508362	64532	0.00	6/22/2002	MGR Funds 8 22 02
FS4753	RADIO TK400	10163225			8/8/2002	LEVY
FS4756	Panasonic Microwave	id 92100053	65202	0.00	11/21/2002	1st Affidavit 6/11
FS4757	Panasonic Microwave	id 92100011	65202	0.00	11/21/2002	1st Affidavit 6/11
FS4759	Panasonic Microwave	id 92100009	65202	0.00	11/21/2002	FS
FS4760	Panasonic Microwave	id 92100056	65202	0.00	11/21/2002	FS
FS4762	Panasonic Microwave	id 92100054	65202	0.00	11/21/2002	FS
FS4765	Bates Pizza Display warmer	0903230245	65202	0.00	11/22/2002	FS
FS4776	ROUND CONFERENCE TABLE	TS-5 KZSI	64542	0.00	10/1/2004	CATERING #2000
FS4777	MEDIA CABINET PRESENTATION BOARD	MC1 TFVW	64542	0.00	10/1/2004	CATERING CONF #2007
FS4778	FQUA2 TASK CHAIR BLACK	SHAR #2079 #2072 #2073	64542	0.00	10/1/2004	MGR #HC #2031
FS4779	GUEST CHAIR SAGE/BLACK	CHA FQS A2	64542	0.00	10/1/2004	1st Affidavit 6/11
FS4780	FQUA2 TASK CHAIR BLACK	CH5	64542	0.00	10/1/2004	1st Affidavit 6/11
FS4781	BOSCS SOFA	SF-8 9227	64542	0.00	10/1/2004	MGR #2000
FS4782	BENCH/HANDI LOUNGE CHAIR	CH-13	64542	0.00	10/1/2004	MGR #2000
FS4783	DINING CHAIR	FS4783	64542	0.00	10/1/2004	FOOD SERVICE
FS4784	MEDIA CNET PRESENTATION BOARD	MV-1 TFVW	64542	0.00	10/1/2004	HDQ CATERING BOARDROOM #2075
FS4785	CONFERENCE TABLE	FS4785	64542	0.00	10/1/2004	1st Affidavit 6/11
FS4786	CONFERENCE TABLE	TT-2	64542	0.00	10/1/2004	HDQ CATERING BOARDROOM #2075
FS4787	BENCH/HERD T OCASSIONAL TABLE GLASS	TT-2 37191 Add	645-002	0.00	10/1/2004	MGR OFFICE #2000
FS4788	DOOR BRIDGE	DT-15 SAMEAS	64542	0.00	10/1/2004	MGR#2000
FS4789	TASK CHAIR BLACK/PYMDI E	CH-5 FQUA2	64542	0.00	10/1/2004	FOOD SERVICE
FS4790	GUEST CHAIR RICE/BLACK	CH-19 FQUA2	64542	0.00	10/1/2004	FOOD SERVICE
FS4791	TASK CHAIR CARBON,BLACK	CH-31	64542	0.00	10/1/2004	MGR #2000
FS4792	GUEST CHAIR	CH-12	64542	0.00	10/1/2004	MGR #2000
FS4793	CONFERENCE CHAIR	CH-47	64542	0.00	10/1/2004	CATERING CONF #2079
FS4794	GUEST CHAIR RICE/BLACK	CATL2 FQUA2	64542	0.00	10/1/2004	MGR OFFICE #0245
FS4795	KNOCL WORKSTATION	OT-3K	64909	0.00	10/1/2004	FOOD SERVICE
FS4796	DINING TABLE	TB-4	64909	0.00	10/1/2004	COFFEE SHOP #0261

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Decal Number	Item Description	Serial Number	IN Number	Acquisition Cost	Date	Location Notes
FS4797	KNOLL STATION	OTC 1K	64909	0.00	10/1/2004	MGR. OFFICE #0240
FS4798	SIDE TABLE	TSC 1K	64909	0.00	10/1/2004	MGR. OFFICE #0245
FS4799	SIDE TABLE	TS 2K	64909	0.00	10/1/2004	FOOD SERVICE
FS4800	DINING CHAIR	CH-25 PERFORATED	64542	0.00	10/1/2004	COFFEE SHOP #0201
FS4801	COUNTER STOOL	CU-26	64542	0.00	10/1/2004	COFFEE SHOP #0201
FS4802	WORKSTATIONS: KNOLL	OT-2K, VARIES	64909	0.00	10/1/2004	FOOD SERVICE
FS4803	KNOLL WORKSTATIONS	OT-1K	64909	0.00	10/1/2004	FOOD SERVICE
FS4805	TASK CHAIR BLACK/BLACK	CCH-1-EQUA-2	64542	0.00	10/1/2004	MGR OFFICE #0245
FS4806	DINING TABLE	TD-5	4806	0.00	10/1/2004	COFFEE SHOP #0261
FS4807	KNOLL WORKSTATION	SC-8K	64909	0.00	10/1/2004	FOOD SERVICE
FS4808	WORKSTATION	SC-7K	64909	0.00	10/1/2004	MGR OPEN 2079
FS4810	LOUNGE CHAIR	CHD-391	64909	0.00	10/1/2004	RECEPTION #22095
FS4811	LOUNGE CHAIR	CH-a	64909	0.00	10/1/2004	MGR OPEN #2079
FS4812	LOUNGE CHAIR	CH-A-1410	64909	0.00	10/1/2004	MGR #2079
FS4813	LATERAL FILES	FL-3	64909	0.00	10/1/2004	MGR. FILES #2068
FS4814	TRAINING TABLE	TT-4 862503	64909	0.00	10/1/2004	MGR. HR #2044
FS4816	TRAINING TABLE	TT-2	64909	0.00	10/1/2004	MGR. HR #2044 #2046
FS4817	OCCASIONAL TABLE	TO-1	64909	0.00	10/1/2004	MGR. OPEN #2079
FS4828	Dell P772s 17inch monitor	CN-0Y1352-47409-4eC3	71862	0.00	3/8/2005	MGR Human Resources
FS4847	Cart, Portable Cash Register	None	294	7,521.24	6/16/1989	Express Cafe West
FS4848	Cart, Portable (Hot Food)	None	294	7,521.24	6/16/1989	1st Affidavit 6/11
FS4849	Cart, Portable Cold Food	None	294	7,521.24	6/16/1989	Papa John Pizza
FS4865	Paragon Trader 48x96	910571	0	0.00	10/24/2000	Commissary
FS4866	Paragon Trader 48x96		0	5,005.00	11/20/2000	Commissary
FS4867	Hot Box	CHK51404	2669	0.00	1/31/2000	4th Floor Stewarding
FS4868	Hot Box	DJH06334	2669	0.00	1/31/2000	1st Affidavit 6/11
FS4869	Hot Box	CHK51404B	2669	0.00	1/31/2000	Papa John Pizza
FS4870	Hot Box	BJHK5140	2669	0.00	1/31/2000	1st Affidavit 6/11
FS4872	Hot Box	BJHK5140A	2669	0.00	1/31/2000	DOMT
FS4873	Cart, Banquet	None	99999	0.00	2/1/1985	1st Affidavit 98 Lost - to affd 6/11
FS4878	Hot Box	CHK51403	2669	0.00	1/31/2000	1st Affidavit 6/11
FS4880	Hot Box	CHK5140A	2669	0.00	1/31/2000	Papa John Pizza
FS4882	Taylor Freezer Soft		0	13,225.00	5/31/2005	
FS4929	Cheese Melter	None	99999	0.00	2/1/1985	Terrace Kitchen (LOST AFFIDAVIT 07 INT)
FS4930	Range	8481660	99999	0.00	2/1/1985	Terrace Kitchen
FS4955	Frypan, Green TEFLYSKILLET	None	16387	0.00	9/28/1986	Ballroom kitchen manual
FS4987	Sign, Portable	Black	194	0.00	9/23/1987	BLAK BOOK IN ACCT
FS4996	Range	8481611	99999	0.00	2/1/1985	manual Ballroom Kitchen BLK BOOK
FS4997	Pressure Steamer		0	16,362.16	1/31/2005	A Hall Kitchen
FS5006	Memorywriter, Xerox 627	CBO 252786	19197	0.00	2/1/1985	Catering office NEED DECAL
FS5019	Heated Cart		2985	0.00	6/27/2001	Stewarding
FS5029	Shelf, Bin	None	0	0.00	9/1/1976	1st Affidavit 6/11
FS5051	Hacker meal machine w scale		0	8,335.00	12/16/2003	MGR decal on black book
FS5055	Dynamic Server		2779	11,930.90	6/15/2000	John Saunsbury
FS5079	Ice Machine	00000 7921	58141	0.00	9/5/2000	MGR
FS5080	Ice Machine	00000 5797	58141	0.00	9/5/2000	MGR
FS5081	Ice Machine	99106 5496	58141	0.00	9/5/2000	1st Affidavit 6/11
FS5083	Ice Bin, Steel	LM-114755	58141	0.00	9/6/2000	MGR
FS5086	Hobart QEM Roll in Refrigerator	32 1095427	58834	0.00	11/28/2000	
FS5090	Hobart Model QF52 Refrigerator	1093984	63432	5,210.00	10/30/2000	Manual - Hall Concession
FS5092	Refrigerator, Roll in	32 1098336	59271	5,210.00	1/1/2001	
FS5105	Ice Maker		0	0.00	5/15/2001	Hall G/Pizz Hut-decal in book
FS5117	Refrigerator, Single Door Roll in	32 1098632	59634	0.00	3/9/2001	B Hall Concession
FS5156	5 section table tops w/bases	9916-209	64910	0.00	12/13/2002	Private Dining rm on the Terraces
FS5157	Round table tops w/base	9916-201	64910	0.00	12/13/2002	bar & lounge area on the Terraces
FS5158	small square tables w/base	9916-202	64910	0.00	12/13/2002	Terraces 10 upper 8 lower
FS5159	rectangular tables w/base	9916-203	64910	0.00	12/13/2002	Terraces 22 upper 18 lower

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1/16/2012
10:07 AM

Georgia World Congress Center Authority
Missing Items Report - Food Service (Catering)
GWCCA - FY 2011-2012

Decal Number	Item Description	Serial Number	PO Number	Acquisition Cost	Date	Location Notes
FS5160	square tables w base	9916-204	64910	0.00	12/13/2002	Terraces lounge w arm chairs
FS5161	small rectangular table w/base	9916-205	64910	0.00	12/13/2002	lower level next to column
FS5162	big round tables w/base	9916-206	0	0.00	12/13/2002	Terraces 5 upper - 1 lower
FS5163	small round tables w/base	9916-207	64910	0.00	12/13/2002	Terraces 9 upper - 1 lower
FS5164	Semi Circular tables w base (cabinet)	9916-208	64910	0.00	12/13/2002	Terraces lower level
FS5165	upholstered dining chairs	9916-101	64910	0.00	12/13/2002	Terraces chairs at the tables
FS5166	upholstered barstools	9916-102	64910	0.00	12/13/2002	Terraces Bar
FS5167	upholstered bar lounge chairs	9916-103	64910	0.00	12/13/2002	Terraces Bar chairs scarcely at the tables
FS5168	upholstered stacking chairs purple	9916-104	64910	0.00	12/13/2002	Terraces Private Dining Rm
FS5169	Curved Banquette A	9916-105	64910	0.00	12/13/2002	Terraces lower dining
FS5170	Curved Banquette B	9916-106	64910	0.00	12/13/2002	Terraces lower dining
FS5171	Curved Banquette C	9916-107	64910	0.00	12/13/2002	Terraces lower dining
FS5172	Curved Banquette D	9916-108	64910	0.00	12/13/2002	Terraces lower dining
FS5173	Curved Banquette F	9916-109	64910	0.00	12/13/2002	Terraces upper dining
FS5174	Curved Banquette F	9916-110	64910	0.00	12/13/2002	Terraces Inner Lounge
FS5175	Curved Banquette G	9916-111	64910	0.00	12/13/2002	Terraces Outer Lounge
FS5195	M.V.V.770 DINING CHAIR 18" HEIGHT	COLOR: RED/GRAY	65691	0.00	3/5/2003	MGR FOOD SERVICES
FS5196	M.V.V.720 SIDE CHAIR DINING CHAIR	COLOR: GRAY/SAGE	65691	0.00	3/5/2003	MGR FOOD SERVICES
FS5197	EGLINGTON 2000 DINING CHAIR, 36" HEIGHT		65691	0.00	3/5/2003	MGR/CONNECTOR MAIN DINNING
FS5198	LOUNGE CHAIR/BANQUETTE, 36" W/ARANGING		65691	0.00	3/5/2003	MGR/CONNECTOR MAIN DINNING
FS5199	TABLE, STAINLESS STEEL 48" DIAMETER		65691	0.00	2/12/2003	MGR FOOD SERVICES/CONNECTOR
FS5200	TABLE, STAINLESS STEEL, 30X36 SQUARE		65691	0.00	2/12/2003	MGR FOOD SERVICES/CONNECTOR
FS5201	TABLE, STAINLESS STEEL, 29-42, RECTANGLE		65691	0.00	2/12/2003	MGR FOOD SERVICES/CONNECTOR
FS5202	LOUNGE CHAIR, COCO, EGLINTON 2000 ARMLESS		65691	0.00	2/12/2003	MGR FOOD SERVICES/CONNECTOR
FS5203	Server/Netop Project FE&E	DD15HDQ1H222	66855	7,536.00	6/11/2003	MGR 6/16/03 TERRACES OFFICE
FS5211	RECEPTION DESK	RD1 - VARIES	64542	0.00	10/1/2004	RECEPTION #2095
FS5214	Predator Intel Xeon Server	EATVLON32	69538	8,611.00	6/16/2004	MGR 6/16/04
FS5222	Opti Plex GX270 2.80GHz Mini Tower	2H1Q2S1	69539	0.00	7/8/2004	David Dixon
FS5235	Dell 1773, 16" Monitor	MX-0V1352-47005-454-	69539	0.00	7/9/2004	1ST AFFIDAVIT #9
FS5241	Espresso Coffee Machine	3598	11,783.00	0.00	5/1/2004	Starbucks
FS5241	Espresso Coffee Machine	3598	11,783.00	0.00	5/1/2004	Starbucks
FS5243	Food Case B Store w/insert 48"	3598	6,076.56	0.00	5/1/2004	Starbucks
FS5261	Food Conveyor Belt	444	3569	0.00	6/19/2000	DOVE KITCHEN
FS5264	Salsjpe Collector/Scapper	5472	68969	5,067.00	6/16/2004	MGR Ball Room Kitchen 6/16/04
FS5268	Dishwasher	None	244	51,997.64	2/1/1989	Ballroom Kitchen
FS5269	Worktable	FS0179	99999	0.00	1/1/1985	1st Affidavit 6/11
FS5272	Prince Castle Conveyor Toaster		4466	0.00	1/18/2007	1st Affidavit 6/11
FS5273	Prince Castle Conveyor Toaster		4466	0.00	1/18/2007	Levy Kitchen
FS5277	Southbend Gas Griddle		4492	0.00	1/15/2007	Levy
FS5278	Southbend Gas Griddle		4492	0.00	1/15/2007	Levy
FS5279	Southbend Refrig Base W/4 SS		4492	0.00	1/15/2007	Levy
FS5281	Southbend Refrig Base w Insulator base		4466	0.00	1/16/2007	Levy
FS5282	Southbend Refrig base w Insulator base		4466	0.00	1/16/2007	Levy
FS5284	Insulator base (goes to the refrig)		4466	0.00	1/16/2007	Levy
FS5286	Southbend Gas Griddle		4466	0.00	1/16/2007	Levy
FS5287	Insulator base		4466	0.00	1/16/2007	1st Affidavit 6/11
FS5289	Sideboard, Stained Oak Mirror Back	Mahogany	16299	0.00	2/13/1986	MAPLE ROOM 172
FS5291	Freezer, Portable	None	99999	0.00	2/1/1985	1ST AFFIDAVIT #9 1st Affidavit 6/11
FS5292	Sink, Drop-In	None	99999	0.00	2/1/1985	Common Cafe
FS5293	Sink, Drop-In	None	99999	0.00	2/1/1985	Common Cafe
FS5294	Sink, Hand	None	0	0.00	9/1/1976	Park Cafe
FS5296	Oven, Pizza Conveyor	ISI -4211	0	0.00	3/13/1992	1st Affidavit 6/11
FS5297	Refrigerated Counter, Randell Pizza Top	3 Section	0	0.00	3/13/1992	Pizza Hut
FS5298	Hood, Aerodator	92.6859.9163	0	0.00	3/13/1992	1st Affidavit 6/11
FS5309	Cold Pan, Refrigerated Dessert	None	0	0.00	3/13/1992	Food Works
FS5361	Cart, Portable Hot Dog	None	294	7,521.23	6/16/1989	1st Affidavit 6/11
FS5366	Driffield 3 Slot Hot Food Drop-In		782	0.00	7/28/1994	Cafe Cornucopia

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Georgia World Congress Center Authority
Missing Items Report - Food Service (Catering)
GWCC - FY 2011-2012

Decal Number	Item Description	Serial Number	PO Number	Acquisition Cost	Date	Location Notes
FS5309	Dishwasher, Hobart FT820	12102465J	1511	$6,800.00	2/28/1996	Courtyard Cafeteria
FS5310	Sink		8	0.00	6/30/1999	Hall H
FS5311	FOOD WASTE COLLECTOR		77687	0.00	3/ 8/2007	LEVY GWCC
FS5316	Ice Maker & Bin	None	191	0.00	8/21/1987	Park Cafe
FS5317	Oven, Microwave	04313	27719	0.00	8/10/1988	Park Cafe
FS5321	Open Merchandiser		6289	5,898.62	3/ 1/2006	Burger/Burger 102
FS5325	Freezer undercounter		78822	0.00	12/11/2007	LEVY REST
FS5326	Hatco Pizza Display warmer	9093190245	65282	0.00	11/22/2002	FS
FS5327	Air Screen Refrigerated Display Case	02K12191	3386	7,635.00	2/27/2003	Harwendoh Grill
FS5328	Refrigerator, Roll In	1747790199	2646	5,564.35	6/29/2000	J West Express
FS5333	Convection Oven, Gas	0330995 A0361	5217	7,998.78	3/16/2009	Levy Rest
FS5334	Convection Oven, Gas	0330995 A0371	5217	7,998.78	3/16/2009	Levy Rest
FS5335	Convection Oven, Gas	0330995 A0403	5217	7,998.78	3/16/2009	Levy Rest
FS5336	Convection Oven, Gas	0330995 A0357	5217	7,998.78	3/16/2009	Levy Rest
FS5337	KENWOOD RADIO	10103373			8/ 8/2002	LEVY
FS5338	Kenwood radio model TK480Nh	60100336	63979	0.00	8/ 8/2002	
FS5339	Kenwood Radio	10103092	63979		8/ 8/2002	
FS5340	KENWOOD RADIO	10100214	99999		8/ 8/2002	1st Affidavit 6/11
FS5341	KENWOOD RADIO	10100068	99999		8/ 8/2002	LEVY
FS5342	KENWOOD RADIO	10103397	99999		8/ 8/2002	1st Affidavit 6/11
FS5343	KENWOOD RADIO	10103140	99999		8/ 8/2002	LEVY
FS5346	Radio Tk 480	10103435				
FS5348	RADIO TK480	81100063			8/ 8/2002	LEVY
FS5349	RADIO TK480	10103379			8/ 8/2002	LEVY
FS5352	Kenwood Radio	60100347	99999	0.00	3/22/2007	Levys
FS5358	Radio Tk 480	10103134				1st Affidavit 6/11
FS5359	LAPTOP DATTITUDE E6400	7CK12K1	99999		5/10/2009	SCOTT SUENET
FS5360	LAPTOP	00045 413-8964 468	99999		5/10/2009	CHRIS SMITH
FS5366	Levy Server Rack	RPO 5103	91658	7,998.00	2/10/2009	Levy Rest
FS5367	Diamond VIP Series Grill Base	RPO95149	5149	11,819.16	11/19/2008	Levy Rest
FS5371	Kenwood Radio	10103305	99999	0.00	3/22/2007	LEVY
FS5373	Kenwood Radio	10103102	99999	0.00	3/22/2007	Levys
FS5376	Ultrafryer System		42[illegible]	14,755.30	12/ 1/2005	Burger/Burger 102
FS5379	Radio Tk 480	60500536	99999	0.00	8/17/1999	1st Affidavit 6/11
FS5385	Kenwood Radio	10103302	99999	0.00	3/22/2007	Levys
FS5398	Kenwood Radio	10103136	99999	0.00	3/22/2007	
FS5399	Radio Tk 480	10601256	99999	0.00	8/17/1999	
FS5400	Radio Tk 480	10103335	99999	0.00	8/17/1999	
FS5401	Radio Tk 480	10103107	99999	0.00	8/17/1999	
FS5402	RADIO	10100217			8/ 8/2002	LEVY
FS5403	Radio Tk 480	10600653	99999	0.00	8/17/1999	1st Affidavit 6/11
FS5404	Radio	10100027	99999	0.00	8/10/1999	
FS5405	KENWOOD RADIO	10103123			8/ 8/2002	LEVY
FS5406	KENWOOD RADIO	10103308			8/ 8/2002	1st Affidavit 6/11
FS5407	RADIO	60100659			8/ 8/2002	1st Affidavit 6/11
FS5409	KENWOOD RADIO	10103108			8/ 8/2002	LEVY
FS5410	KENWOOD RADIO	81100064			8/ 8/2002	LEVY
FS5411	KENWOOD RADIO	60100659			8/ 8/2002	1st Affidavit 6/11
FS5412	Kenwood Radio	10103430	99999	0.00	3/22/2007	1st Affidavit 6/11
FS5413	RADIO	10103099			8/ 8/2002	LEVY
FS5414	REFRIGARATOR	1D1336295431			8/ 8/2002	1st Affidavit 6/11
FS5415	RADIO	10103186			8/ 8/2002	LEVY
FS5416	RADIO	81100070			8/ 8/2002	LEVY
FS5418	RADIO	60100353			8/ 8/2002	LEVY
FS5419	RADIO	10100029			8/ 8/2002	1st Affidavit 6/11
FS5421	Cart, Banquet	8416185	99999	0.00	2/ 1/1985	1st Affidavit 6/11
FS5422	Cart, Banquet	8416184	99999	0.00	2/ 1/1985	1st Affidavit 6/11

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Georgia World Congress Center Authority
Missing Items Report - Food Service (Catering)
GWCC - FY 2011 2012

Decal Number	Item Description	Serial Number	PO Number	Acquisition Cost	Date	Location Notes
FS5423	Cart, Taiwan		2717	0.00	4/18/2000	1st Affidavit 6/11
FS5424	Convection Oven, Wolf Range		443	6,331.00	9/4/1991	Courtyard Cafeteria
FS5425	Range, Gas	296464	313	0.00	10/30/1989	East Kitchen
FS5426	INDUCTION COOKTOP	B30489091102	05283	0.00	1/8/2003	1st Affidavit 6/11
FS5427	INDUCTION COOKTOP	B30489471 0502	05283	0.00	1/8/2003	1st Affidavit 6/11
FS5428	INDUCTION COOKTOP	B30489489902	05283	0.00	1/8/2003	1st Affidavit 6/11
FS5429	Carter Hoffman BH1864 Mobile Heated Cab	353390	63418	0.00	5/6/2002	
FS5430	Carter Hoffman 2 door heated banquet cart	354441	63418	0.00	4/29/2002	
FS5431	Carter Hoffman 2 door heated banquet cart	354436	63418	0.00	4/29/2002	
FS5432	Carter Hoffman Queen Mary 5 shelf	354601	63418	0.00	4/29/2002	
FS5433	Carter Hoffman Queen Mary 5 shelf	354600	63418	0.00	4/29/2002	
FS5434	Carter Hoffman BH1864,heated mobile cab	353431	63418	0.00	5/6/2002	
FS5436	Hood, Vent	None	99997	0.00	5/1/1994	1st Affidavit 6/11
FS5438	Ice Bin	None	99997	0.00	5/1/1994	Hall H
FS5439	Ice Bin	None	23	0.00	9/1/1976	1st Affidavit 6/11
FS5440	Stainless Steel Ice Bin	Model 561 1x5 S-66	0	0.00	1/19/2001	Courtyard Cafeteria
FS5441	Refrigerator, Under Counter	HH 362958 10	27719	0.00	8/18/1998	1st Affidavit 6/11
FS5442	Pizza Hut Prep		0	0.00	6/30/1999	1st Affidavit 6/11
FS5443	Sink		0	0.00	6/30/1999	1st Affidavit 6/11
FS5444	Southbend Refrigerator w/insulated base		4466	0.00	1/16/2007	1st Affidavit 6/11
FS5447	Espresso, Cappuccino Machine		2398	0.00	10/8/1999	Express East Stand
FS5449	Worktable	None	99999	0.00	2/1/1985	Terrace Kitchen
FS5450	Table, Cooks	None	99999	11,677.00	2/1/1985	Terrace Kitchen
FS5451	Sink, Silver Sink	None	99999	0.00	2/1/1985	Terrace Kitchen
FS5454	DELL COMPUTER	07XDW3H	99999		7/1/2009	LEVY - Chip Height
FS5478	RADIO	10183380	99999		7/1/2009	LEVY
FS5502	BEVERAGE CART W/ CANOPY	2002 2843 08	63753		4/19/2010	Decal on cart
FS5511	BEVERAGE CART W/ CANOPY	2002 2843 07	63753		4/19/2010	Decal on Cart
FS5529	CONVECTER OVEN DOUBLE STOCK VULCON	54-1045106	5617		11/16/2010	LEVY
FS5531	CONVECTION OVEN - DOUBLE STACK VULCON	54-1045083	5617		11/16/2010	LEVY
FS5533	CONVECTION OVEN - DOUBLE STOCK - VULCON	54-1045081	5617		11/16/2010	LEVY
FS5535	CONVECTION OVEN - DOUBLE STACK - VULCON	54-1045095	5617		11/16/2010	LEVY
FS5547	Mita KM 5530 Copier	83097137	5448	37,999.26	3/14/2003	MORE Catering Office chg decal 4845 6/24/1
FS5548	Radio Multi Station	53561	54770	0.00	8/10/1999	GWCC BEV - CARLOS FULLER chg decal FS3697
FS5549	Truck, Platform	FS2921	644	0.00	2/4/1994	Manual Commissary chg decal FS4381 6/24/11
FS5553	Food Warmer, Wells	w/ 2 Pans	0	0.00	5/13/1992	Food Works decal # chg was 5299 6/24/11
FS5554	Truck, Platform	FS2923	644	0.00	2/4/1994	Moving; NEED DECAL chg decal FS4382 6/24
FS5555	Paragon Trailer		0	8,005.00	11/20/2000	1ST AFFIDAVIT 10 chg decl FS4245
FS5557	Cooler, Beer	3-Keg	27948	5,949.04	9/15/1988	Express Cafe East chg decalFS0596 06/24
FS5558	Air Screen Refrigerated Display Case	026971 02K89861	3386	7,635.00	2/27/2003	Dijon Diner chg decal FS4834
FS5559	Air Screen Refrigerated Display Case	02K35519	3445	7,635.00	4/14/2003	Express West chg decal FS4969
FS5560	Air Screen Refrigerated Display Case	02L00889	3386	7,635.00	2/27/2003	Fontina Bistro chg decal FS4840
FS5562	Sandwich Machine, Anetto Minimatic II	ALV9412149	743	0.00	5/23/1994	Ballroom Kitchen chg decal FS5259 6/24/11
FS5564	Refrigerator, Roll In	17479861 99	2646	5,564.35	6/29/2000	AWest Express decal # chg 6/24/11 5329
FS5565	Refrigerator, 2 Door		912	0.00	7/26/1995	Cafe Cornucopia decal # Chg 6/24 5378
FS5566	Deep Fryer, Pitmaster		643	6,459.00	9/4/1991	Hall B Conversion decal # chg 6/24 5437
FS5567	Fryer		4466	0.00	1/15/2007	Levy kitchen decal # chg 5274
FS5568	Fryer		4466	0.00	1/15/2007	Levy kitchen Decal chg 5568 6/24/11
FS5569	Southbend Gas Griddle		4466	0.00	1/16/2007	Levy decal # chg 5283 6/24/11
FS5570	Ice Maker (Manitowoc)	110563022	76154	0.00	10/16/2006	Levys decal # 5420 6/24/11
FS5571	Carter Hoffman PHR 450 Refrig Cabinet	354484	63418	0.00	5/6/2002	DOME 4/1/05 chg decl 6/24 5445
FS5572	Carter Hoffman PHR 450 Ref. Cabinet	354483	63418	0.00	5/6/2002	MIDI 5/6/02 chg decal 5446 6/24
FS5620	DELL OPTIPLEX 780 (OSIP) TOR	54WZB93	05065		2/28/2011	CCLD transfer to Levy 7/22/11
M 2424	Container, Trash 10 Gal blk blu	None	27937	0.00	9/15/1988	51
				174,135.97		

3.

WILL YOUR CAPITAL INVESTMENT PROVIDE EVERYTHING SHOWN AND DISCUSSED IN YOUR PROPOSAL?

Yes. We've proposed to spend $1,500,000 in total which is broken out between the Austin Convention Center and Palmer Event Center on Exhibit C in our proposal.

Below is a list of the enhancements that tie to the capital projects and are included in the total $1,500,000.

Austin Convention Center Enhancements:

- The stands become Salsarita, Buono Tempo, SoCo MKT (2) with the flexibility to change concept locations based on the recommended modified equipment, signage, and digital menu boards
- Outtakes Kiosk and Outtakes Portable
- Show Kitchen – "Pop-up Restaurant" Natural Café
- (2) Signature Bars
- Cappuccino Portable

Palmer Event Center:

- The two stands become SoCo MKT and Salsarita with the flexibility to change concept locations based on the recommended modified equipment, signage, and digital menu boards
- Outtakes Portable
- Cappuccino Portable
- Signature Bars

Additional Enhancements:

- Integrated Point of Sale System
- Information Systems Equipment & Hardware
- Uniforms
- Smallwares and Propping for Harvest Chef Tables

4.

WOULD YOU BE WILLING TO CAP YOUR TOTAL INSURANCE COSTS AT A PERCENTAGE OF SALES AND IF SO WHAT IS THAT PERCENTAGE?

Yes we would be willing to cap our total insurance costs at 1% of total sales.

5.

WHERE YOUR REGIONAL MANAGER LOCATED IS AND HOW MANY OTHER ACCOUNTS WOULD THEY OVERSEE?

Our Regional Director of Operations, Chris Barnes, lives in San Antonio and would be the Regional Manager directly responsible for working with our on-site team at the Austin Convention Center and Palmer Event Center. He oversees a total of five venues. Chris' experience includes overseeing the America's Center in St. Louis, and most recently the Dallas Market Center. In addition, our Vice President who would have oversight in working with the entire regional team responsible for the Austin Convention Center and Palmer Event Center, and partnering with the City of Austin, Cindy van Rensburg is based in Houston, Texas. Cindy's experience in the convention center industry is extensive and she most recently was personally responsible for overseeing the success of the transition and opening of the Boston Convention Center and Hynes Convention Center last year.

6.

EXPLAIN HOW YOUR USE OF TECHNOLOGY INCREASED SALES IN BOSTON AND ATLANTA AS REFERENCED IN YOUR PROPOSAL.

We are proposing the following information systems in addition to the integrated point of sale system at the Austin Convention Center and Palmer Events Center to drive incremental revenue, improve operating profitability and enhance the guest experience.

- Dining/Gift Cards
- Mobile Ordering Device
- Digital Menu Boards
- Data Information System for Group Sales

Below are examples of the impact that each of these systems have resulted in at our current operations, inclusive of two of our convention centers, Georgia World Congress Center and the Boston Convention Center.

DINING/GIFTS CARDS

Levy partnered with Toque & Bottle to create a Bistro lunch destination for the Healthcare Information and Management Systems Society convention at the Georgia World Congress Center. The Bistro-ticket concept allowed attendees to make reservations and pay ahead of time via a newly developed website where they could purchase a pre-paid dining card. Levy and Toque & Bottle advertised via collateral placed in attendees' paperwork and on the show's website. Attendees were able to vote on their favorite menus on the website, which in turn, we featured in the Bistro top three menus. The Bistro helped show management and exhibitors keep over 1,000 people on the show floor during lunch hours, resulting in increased revenues and very happy exhibitors.

MOBILE DEVICE ORDERING

We have had great success in our arenas and ballparks in growing incremental revenue for in-seat service. Given this success, we see the opportunity for a Mobile Device Ordering System at the Austin Convention Center for your exhibitors to order breakfast, lunch, and snack packages to their booths during an event resulting in incremental booth service catering and an added service. Our goal would be to have the Austin Convention Center be the first convention center to utilize this technology.

DIGITAL MENU BOARDS

With the re-concepting and design of the existing food court at the Boston Convention Center, we implemented digital menu boards. It has given us the flexibility to modify the menus within each concept based on the demographics and preferences of each show. While the overall look is very impressive, we have found as a greater advantage that the flexibility to customize menus has reduced our waste substantially, resulting in the first three months of operations, a reduction in food cost by 130k and 19k in beverage, as compared to a percentage of revenue. It has not only made a design and financial impact, but it has also reduced our overall waste that is important to us from a "green" perspective.

RESERVE

We utilize Reserve for our group sales data base systems. It allows us to capture and share with our convention centers the history of catering and concession sales, along with client and guests preferences. For example, Judy Smith from Orgill had a terrible experience in the past at the Boston Convention Center with the previous food and beverage provider. However, within our Reserve system from previous events, we learned several things about Judy. She was from Tennessee, an avid sports fan, and she loved McAlister's Sweet Tea. Moving into the convention, months prior to her convention in Boston, we extended an invitation to Judy to be our guest at a Predator's game. She was more than thrilled at the gesture, and became immediately more enthusiastic about her upcoming show in Boston. Once she arrived onsite in Boston, we greeted both Judy and her staff with McAlister's Sweet Tea. This attention to detail has helped to make Judy a raving fan. We share this type of information on Reserve and it allows us to be able to deliver those points of difference to grow and retain your business.

7.

WHAT AUSTIN BRANDS WOULD YOU RECOMMEND AS A SUBCONTRACTORS IN THE ACC?

The following represent local concepts and brands who we believe would be a great fit in your facilities. We have developed this list in conjunction with Chef Josh Watkins, our local Compass resource, who is a well-known and established contact in the marketplace.

- Thunder Cloud Subs
- Franklins BBQ
- Homeslice Pizza
- Garridos (Tex-Mex)

8.

EXPLAIN HOW YOUR POP UP RESTAURANT CONCEPT DIFFERS FROM A TRADITIONAL PORTABLE KIOSK OR CAFETERIA.

A pop-up restaurant has the same flexibility of a kiosk, but a very different approach in that a pop-up restaurant offers the experience of a restaurant with table service; food prepared fresh to order; and a destination versus food to grab on the run. The pop-up restaurant has the same operating matrices as the kiosk in terms of food and labor costs, however, the added guest benefits drive revenues by offering space for increased dwell times and extended day parts.

9.

PLEASE PROVIDE A DETAILED RESUME FOR THE MANAGEMENT CANDIDATES YOU WILL BE PRESENTING AT THE PRESENTATION.

LUIS SEPULVEDA

Phone 787-231-3620
lsepulveda@levyrestaurants.com

Results-oriented, regional leader with broad-base experience in convention centers, stadiums, and arenas. A visionary leader, skilled at guiding a diverse workforce to build a strong service-focused team, resulting in revenue growth, customer retention, and operational efficiencies. More than 20 years of experience in welcoming guests to premiere venues with world-class food and hospitality.

HIGHLIGHTS

- Expertise in convention centers and serving a diverse customer base
- Bilingual in Spanish and English
- Seasoned in opening new facilities including convention centers and sports and entertainment facilities

EXPERIENCE

Levy Restaurants, Project Manager Marlins Ballpark Opening 2011 – Current

- Responsible for overseeing the recruiting and development of the management and frontline team members to bring world class food and hospitality to the opening of the new facility

Levy Restaurants & Compass Group, Project Manager & Consultant
Regional F&B Manager, Mexico **2009 – 2011**

- Led operations for a variety of venues in Mexico; including Omnilife Stadium, Corona Stadium, Auditorium Banamex, VFG Arena, and a few others. Responsibility included negotiations of new contract terms, contract extensions, and ensuring contract compliance. Led a team of about 27 management employees in all the aspect of the operation including Sales, Purchasing, Menu Development, Logistics, Recruiting and Risk Management.
- Supported New Business Growth including the development of key relationships within new markets, effectively communicating experience, capabilities, resources, and commitment.
- Supported and oversaw the integration of the venue accounts for OCESA transition within the region overseeing the implementation of Levy Restaurants systems and processes.
- Oversaw annual efforts to develop the Region's operating budgets and growth objectives. Responsible for the monthly and bi-monthly projections, along with sales strategies to minimize sales risk and cost containment to maximize operating revenues.

- Successfully opened 2 major stadiums, Corona Stadium (Capacity 32,000 ppl and 112 Suites) in Torreon, The Omnilife Stadium (Capacity of 45,000 ppl and 333 Suites) in Guadalajara, and an Auditorium, (Capacity of 12,000 ppl), in Monterrey within the last 18 months. Openings included implementation of programs and systems to support marketing and sales functions, operational systems, financial programs, and the recruitment and development of a management team with the U.S. Levy Restaurants operation and processes.

Levy Restaurants, F&B Director of Operation, Puerto Rico **2005 – 2010**

- Oversaw the Coliseo of Puerto Rico food and beverage operation. Responsibilities included the leadership development of on-site management teams, client relationships and contract compliance, implementation and support of corporate programs as a new international Levy Restaurant venue.

Aramark Corporation, General Manager, Florida **1989 – 2005**

- Began tenure as a frontline team member at the Tampa Convention Center then quickly advanced to through the ranks to become part of the management team, overseeing concessions and banquets. Promoted to General Manager for the Lakeland Center that includes an arena and convention center in central Florida. The facility included a 12,000-seat arena, 4,000-seat theaters, and an exhibit facility. Also supported several major events including Super Bowl, Microsoft, Computer Associates, and the MLB All-Star game.
- Supported New Business Growth including the development of key relationships within new markets, effectively communicating experience, capabilities, resources, and commitment demonstrating differentiators from the competition. Supporting major wins in the last years with the company included Emerald Coast Conference Center, Palm Beach Convention Center, Albuquerque Convention Center, and Kansas City Convention Center
- Operating budgets and growth objectives. Responsible for the monthly and bi-monthly projections, along with sales strategies to minimize sales risk and cost containment to maximize operating revenues.
- Successfully supported many Convention Centers and 2 Cultural Attraction Facilities including transitions from either self-operated facilities and/or competitors and newly opened facilities. Openings included implementation of programs and systems to support marketing and sales functions, operational systems, financial programs, and the recruitment and development of a management team.
- Supported successful execution of the largest corporate event in North America, Microsoft Global Summit (over 120,000 meals). Responsibilities included the operations plan inclusive of menu development, equipment usage, management resources, and logistics plan.

EDUCATION

Bachelor of Science, Computer Science
University of South Florida, Tampa, Florida

MARC CRUZ

Cellular Number: 281-685-6566
macruz1501@gmail.com

An energetic and enthusiastic team player with a decade of experience in both hospitality and the sports and entertainment industries. A natural leader, adept at bringing diverse groups together for a unified goal. Business savvy with great creative vision, excels at controlling costs, developing creative and unique menus, and plate presentations. Well-versed in global cuisines and the ability to create whatever is requested at a moment's notice.

HIGHLIGHTS

- Transitioned American Airlines Center Arena and Dallas Market Center to Levy Restaurants.
- Hosted NBA Commissioner David Stern, Finals VIP Party 2008 at Staples Center
- Executive Sous Chef for the 2009, 2010 and 2011 US Tennis Open Tennis Tournaments
- Created memorable dining experiences across all major sports, including NASCAR racing, NHL and NBA

EXPERIENCE

Executive Sous Chef, Levy Restaurants, American Airlines Center, Dallas, Texas **2007 – Present**

- Leads culinary team to bring world-class food and beverage to guests of the American Airlines Center, one of the top 5 busiest arena venues in the U.S., and the home of the 2011 World Champion Dallas Mavericks (NBA) and the Stars (NHL)
- Oversees culinary operations and menu development for 144 executive suites, 300-seat stadium club, catering parties for up to 1000 people, and the 25 concession concepts that are throughout the building
- Welcomes each guest with heartfelt hospitality and unparalleled service and attention to every detail
- Loss Prevention Coordinator, responsible for safety training, inspections, sanitation, organizing chemical MSDS sheets, worker compensation claims, guest and employee incidents, evaluating safety issues, overall providing a safe work and guest environment

Senior Sous Chef, Levy Restaurants, American Airlines Center, Dallas, Texas **2006 – 2007**

- Planned and developed all culinary aspects for the opening of the newly renovated Platinum Club
- Sole responsibility for all high-end dining which includes stadium clubs, banquets that seat up to 5000 and a restaurant that seats 325
- Developed new items and menu concepts for premium dining
- Managed budget to meet financial goals for location

Sous Chef, Levy Restaurants, American Airlines Center, Dallas, Texas **2004 – 2006**

- Planned and developed menus for all clubs and catering events
- Ensured use of all hiring, training, and development tools throughout the kitchen
- Achieved food cost, labor, and menu mix goals
- Delivered culinary standards to build bottom line

EDUCATION

Associate of Applied Science, Culinary Arts Degree **2004**
Art Institute of Houston, Houston, Texas

Graduated with Honors
Dean's List

SHANA E. MCMAHON

978-604-1429
smcmahon@levyrestaurants.com

A talented communicator with a knack for partnering with clients to create unique and memorable special events on a large scale. Experienced project manager with a keen eye for detail and resource management. A creative and collaborative team player with the ability to find unique solutions to every situation.

HIGHLIGHTS

- Played key role in bringing in over $1,000,000 in revenue for one single convention center event
- Orchestrated a variety of high-level corporate and social events, including Mars Candy annual conferences, Estefan Enterprises Events, and Allied Richard Bertram Boat Shows

EXPERIENCE

Levy Restaurants, Boston Convention & Exhibition Center, Boston, MA — **July 2010 – Present**
Senior Catering Sales Manager

- Partnering with convention meeting planners to develop customized events with unique menus to create memorable events
- Streamlining event coordination through optimizing the planning process to better address the needs of our clients, and continue to strengthen the relationship with our partners
- Create customized menu tasting experiences for all clients
- Monitor department finances to meet business needs and assure overall success for partnership
- Played key role in bringing in over 1,000,000 in revenue for the property in one single convention
- Leveraged overall knowledge of the Boston area to better assimilate Levy Restaurants sales department in the 2010 transition process

AllOne Health, Woburn, MA — **October 2008 – July 2010**
Drug & Alcohol Compliance

- Certified MRO Assistant (Medical Review Officer Certification Council)
- Assists clients with Drug and Alcohol testing requirements federally mandated by the Department of Transportation
- Coordinates with MRO Doctors and the VP of Compliance on projects and training needs

Ronald W. Shane Center, Miami Beach, FL — **March 2008 – July 2008**
Director of Marketing & Events

- In charge of booking, directing and coordination of all major corporate and social events held at the venue
- Increased amount of bookings by 100%-150% in five months of employment
- Responsible for Advertising, Promotions, Networking, Client Services and Administration

The Event Firm, Miami, FL **May 2007 – March 2008**
Events Producer & Coordinator

- Coordinator of major, high-end corporate and social events including:
  - Mars Candy annual conferences
  - Estefan Enterprises Events
  - Allied Richard Bertram Boat Shows
  - Weddings & Celebrity Dinner Parties at The Ritz, St. Regis, Mandarin Oriental, and many 5 star hotels

Event Solutions Certified Corporate Planner – Event Solutions **2007**

- Specialized in Contracts, Marketing, Creative, and Budgets

Public Relations Students Society of America (PRSSA) **January 2004 – 2006**
Student Government Liaison

- **PRSSA National Conference 2004**, New York, NY
- **PRSSA National Conference 2005,** Miami, FL

Lambda Pi Eta — School of Communications Honor Society **March 2005 – 2006**
Recruitment Chair/Event Planner

- **NCA Conference 2005**, Boston, MA
- **"A Vera Merry Christmas"**, November 2004
  - Media Kit for Vera Bradley including: News and Product Release, Backgrounder, Fact Sheet, Brochure, Advertisement, Flyer and Newsletter all promoting a pretend "Christmas Décor Line"
- **American Liver Foundation,** April 2005
  - Research and PR Campaign for a non-profit organization
- **"Life After Hockey"**, Quinnipiac University, Hamden, CT
- **Production Assistant**, June 2006
  - Helped film Sports Broadcasting demos for retired pro hockey players

EDUCATION:

Quinnipiac University, Hamden, CT **May 2006**
Bachelor of Arts in Communications

Specializing in Public Relations with a minor in Business Management
Dean's List; GPA 3.4

10.

AS REQUIRED IN THE RFP PLEASE PROVIDE A LIST OF ALL ACCOUNTS LOST, BY NON-RENEWAL, DEFAULT OF TERMINATION IN PAST YEARS.

Levy Restaurants list is included in the RFP submission.

11.

BASED ON YOUR PROPOSAL, IS IT YOUR RECOMMENDATION THAT ONE WAIT STAFF PERSON HANDLE 10 GUESTS AT A PLATED DINNER OR LUNCH?

No, we recommended for dinner service one wait staff person for every 10 guests, and for lunch we recommended one wait staff person for every 20 guests for plated functions. It has been our experience to offer the level of detail at dinner and wine service that one waiter for every 10 guest is a much better experience than maintaining the same service ratios as lunch.

12.

HOW SOON SHOULD YOUR SALES & OPERATIONS BE ON-SITE TO ENSURE A SMOOTH TRANSITION?

Based on a 90 day transition which was asked for in the RFP, the following are the start date for each of the manager positions within that 90 day period to ensure a smooth transition.

Austin Convention Center & Palmer Event Center Management Team Start Day On-site Within 90-Day Transition

POSITION	RECOMMENDED DAY ON-SITE WITH A 90-DAY TRANSITION
General Manager	Day 1
Assistant General Manager	Day 30
Executive Chef	Day 1
Executive Sous Chef	Day30
GM of Banquets	Day 30
Concession / Bar Manager	Day 30
Director of Sales and Marketing	Day 1
Catering Sales Manager	Day 30
Catering Sales Manager	Day 30
Purchasing Manager	Day 30
Commissary / Kitchen Manager	Day 60
Controller	Day 30
Accounting Manager	Day 60
Receptionist / Executive Assistant	Day 90
Human Resource / Training Manager	Day 30

13.

WHAT UNIQUE QUALIFICATIONS DO YOU LOOK FOR WHEN PLACING MANAGERS INTO YOUR CONVENTION CENTER PROPERTIES?

When we build our team for any convention center, we look for the right blend of talent of who understand Levy Restaurants culture, high standards, and share our passion. We are also looking for individuals that understand the local market and all that the city has to offer visitors. In particularly, we typically like to make sure that our Sales Team is inclusive of local residents, so that they have local relationships to be able to target some additional corporate business and social that is not booked through the convention and visitors bureau. In an opening or transition of a facility to Levy Restaurants, our goal is to find the right blend of both by transferring the majority of the managers and culinary team from other Levy Restaurant properties, but allocating some of the positions for local resident hirers that share our passion to offer the highest levels of service whether serving a cup of coffee at a concession stand or sit down gala in a ballroom.

Specific to the qualities we look for in a manager that is unique to our convention center properties versus our other properties, we look for leaders that...

- Understand the importance of an overall partnership...better than anyone...that in a convention center you just don't partner with the facility, but the entire city / the community. The role that you play in a convention center benefits the entire city from the restaurants to the hotels to the merchants impacting the overall local economy. It takes someone that understands the importance of the bigger goal than what they personally are measured on in their role.

- It takes a leader and manager that is flexible. In that in a convention center unlike most other venues, every single day is different. The type of guests and attendees...the client's expectations...the set-up of the event...and what their needs are. It takes someone who can respond quickly and are nimble so that as the business flexes up or down you can respond to it without negatively impacting the guest experience, but also to manage the business smartly.

- Two of the most important characteristics that you need to be successful in a convention center to retain and grow your business are also two characteristics that Levy Restaurants lives by...we only hire Nice People. It's been Levy Restaurants magic that has created The Levy Difference since the very beginning. And our service culture is to live by "Yes, What is the question?"

14.

WOULD YOUR FIRM BE WILLING TO NEGOTIATE A LONGER HOLDOVER PERIOD THAN WHAT WAS ORIGINALLY SHARED IN THE SOLICITATION (120-DAY HOLDOVER)? IF SO, WOULD YOU CONSIDER A 6-, 9-, OR 12-MONTH HOLDOVER PERIOD?

Levy Restaurants would agree to a greater holdover of 6-, 9-, or 12-months.

TABLE OF CONTENTS

OFFER SHEET

A. COVER LETTER

B. EXECUTIVE SUMMARY

C. EXHIBITS
- EXHIBIT A - FINANCIAL PROPOSAL
- EXHIBIT B - PROJECTED SALES AND ATTENDANCE
- EXHIBIT C - CAPITAL INVESTMENT
- EXHIBIT D - OPERATING PERFORMA
- EXHIBIT E - MANAGEMENT STAFFING
- EXHIBIT F - HISTORIC SALES AND ATTENDANCE
- EXHIBITS G & H - HISTORICAL P&L'S
- EXHIBIT I - CURRENT MENU PRICING
- EXHIBIT J - EQUIPMENT LIST
- EXHIBIT K - SMALLWARES INVENTORY

D. EXPERIENCE REQUIREMENTS
- SECTION 5.1 - MINIMUM EXPERIENCE REQUIREMENTS

E. REFERENCE REQUIREMENTS
- SECTION 5.2 - REFERENCE REQUIREMENTS

F. LEGAL ORGANIZATION
- SECTION 5.3 - LEGAL ORGANIZATION

G. FINANCIAL STRENGTH AND GENERAL REPORTING REQUIREMENTS
- SECTION 5.4 - FINANCIAL STRENGTH AND GENERAL REPORTING REQUIREMENTS
- FINANCIAL STATEMENTS
- BOND OR SURETY CANCELLATION/FORFEIT

H. BUSINESS ORGANIZATION
- ORGANIZATION/OWNERSHIP
- FRANCHISEE/LICENSEE

TABLE OF CONTENTS

I. MARKETING AND SALES APPROACH
- SECTION 5.5 - MARKETING AND SALES PROGRAM

J. QUALIFICATIONS OF GENERAL MANAGER, EXECUTIVE CHEF AND PERSONNEL
- SECTION 5.6 - PERSONNEL
- JOB TITLES AND MINIMUM WAGES
- EMPLOYEE BENEFITS PROGRAM
- MANAGEMENT POLICIES AND PRACTICES
- DRUG TESTING

K. OPERATIONAL APPROACH
- 5.7 - OPERATIONAL APPROACH
- 5.8 - CONCESSION CAPABILITY
- 5.9 - FACILITY TRANSITIONAL PLAN
- 5.10 - QUALITY OF MERCHANDISE

L. FINANCIAL COMPENSATION
- 5.11 - PAST DEFAULT
- 5.13 - PROPOSED FINANCIAL "COMPENSATION"
- OUTLINE OF PROPOSED COMPENSATION PROPOSAL

M. CAPITAL INVESTMENT
- CAPITAL IMPROVEMENT INVESTMENT

N. PROPOSAL ACCEPTANCE PERIOD

O. PROPRIETARY INFORMATION

P. EXCEPTIONS

MBE/WBE PROCUREMENT PROGRAM

PROPOSAL BOND

SIGNED ADDENDUMS

OFFER SHEET

CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)
Offer Sheet

SOLICITATION NO. PAX0105

DATE ISSUED 10/17/11

REQUISITION NO. 8200 11100700018

COMMODITY CODE 96115

COMMODITY/SERVICE DESCRIPTION:
Catering and Concession Services for the Austin Convention Center Department

PRE-PROPOSAL CONFERENCE TIME AND DATE
Friday, October 28, 2011, 9:00 a.m. (CST)
Conference Call Number 512-974-9300
Conferee Code: 776925

LOCATION: Austin Convention Center, 500 East Cesar Chavez St. Austin Texas 78701, Room 4A-C. Enter through Administrative Offices on Cesar Chavez

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT

Sai Xoomsai
Buyer I
Phone: (512) 972-4016

PROPOSAL AND COMPLIANCE PLAN DUE PRIOR TO:
3:00 p.m. (CST) November 30, 2011

PROPOSAL CLOSING TIME AND DATE
3:00 p.m. (CST) November 30, 2011
LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, AUSTIN, TEXAS 78701

When submitting a sealed Proposal and Compliance Plan, use the proper address for the type of service desired, as shown below:

P.O. Address for US Mail	**Street Address for Hand Delivery or Courier Service**
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P.O. Box 1088	124 W 8th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

Proposals (including Compliance Plans) that are not submitted in a sealed envelope or container will not be accepted.

SUBMIT 1 ORIGINAL AND 7 SIGNED COPIES OF PROPOSAL

OFFER SUBMITTED BY

Signature of Person Authorized to Sign Offer

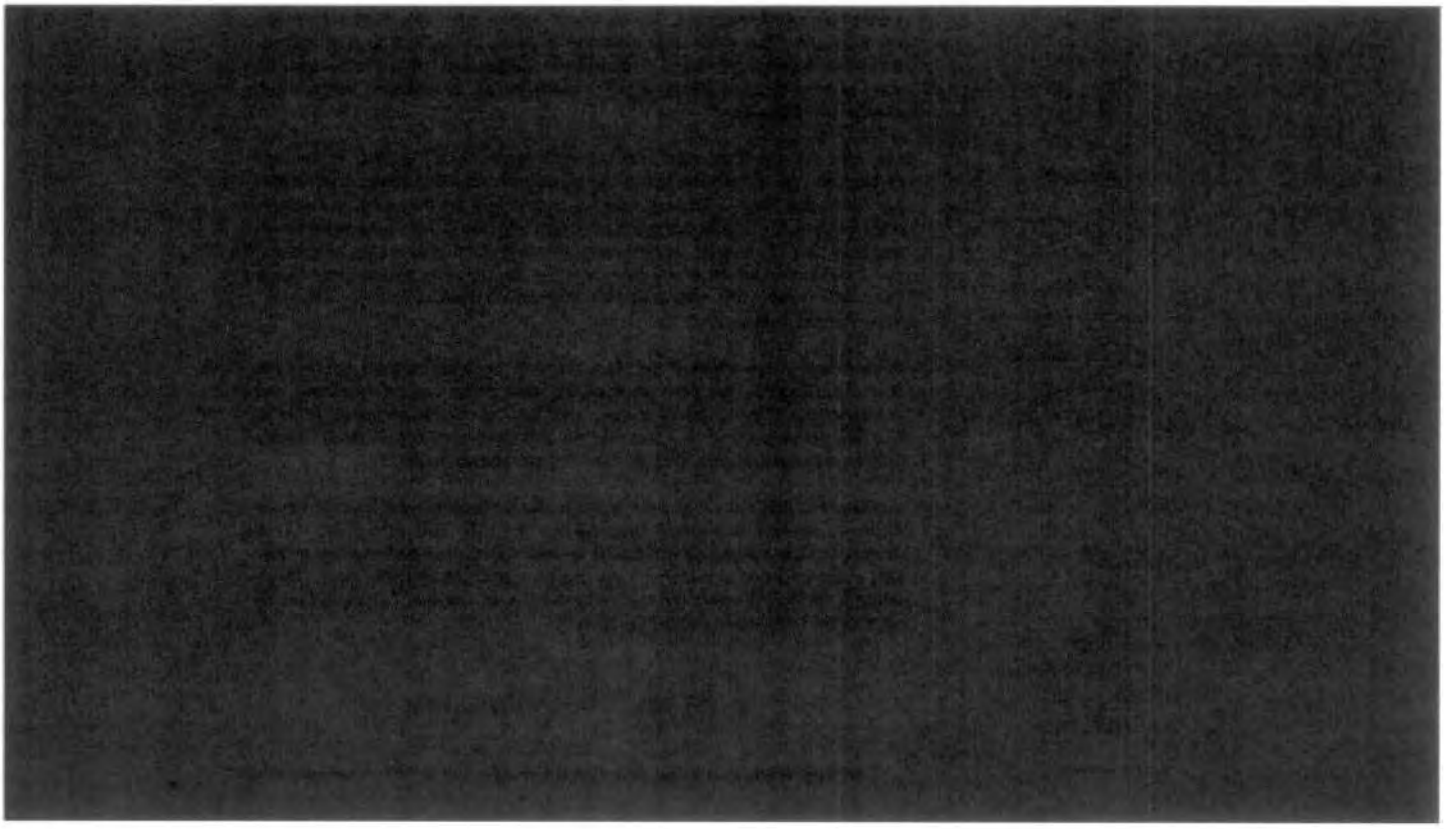
Jeffry S. Wireman, Jr. EVP, Business Development Levy Restaurants
Signer's Name and Title (please print or type)

FEDERAL TAX ID NO. [redacted]

Date: November 30, 2011

Company Name: Levy Premium Foodservice, L.L.C.
Address: 980 North Michigan Avenue
City, State, Zip Code: Chicago, IL 60611
Phone No.: (312) 335-5007 Fax No.: (312) 280-2739
Email Address: jwireman@levyrestaurants.com

A. COVER LETTER



Levy Restaurants

COVER LETTER

Andrew J. Lansing
President and Chief Executive Officer

November 30, 2011

Ms. Sharon Patterson
Senior Buyer
City of Austin Purchasing
124 West 8th Street
Austin, Texas 78701

Dear Ms. Patterson,

On behalf of Levy Restaurants, I am pleased to present our proposal for the Catering and Concession Services at the Austin Convention Center and Palmer Events Center. We will demonstrate through this proposal our distinct point of difference, our rich history, guiding philosophies and critical acclaim as restaurateurs.

Unlike our competitors, we come to you with culinary roots that enable us to create truly outstanding food. We are award-winning restaurateurs and chefs with the foundations that allow us to translate restaurant quality food and service into high volume environments and memorable banquet events. We have changed the way guests eat and think about hospitality at convention, sports, and entertainment facilities.

Our roots in the restaurant industry, with many award winning restaurants throughout the United States, Spiaggia, Fulton's on the River, our newest restaurant Bar Toma in Chicago, Fulton's Crab House and Portobello in Orlando, have allowed us to create hundreds of recipes and menus that have become our signature style. As a result, we have been able to greatly increase sales, profits and guest satisfaction wherever we have replaced incumbent companies by offering discernibly superior alternatives to the traditional approach to "captive audiences" in convention centers.

In our proposal, you will meet the team of people, our greatest asset, who are the soul of our success. We have groomed this team at our convention centers and restaurant operations to insure success in Austin. We also have a talented core of local team members from Compass Group and its various sectors which we can rely on for assistance in making the transitions smooth and successful.

We have also made a strong commitment in our proposal to work with the City of Austin to identify meaningful opportunities for MBE and WBE firms. Levy Restaurants has a historic commitment to diversity opportunities and will further that commitment on all decisions regarding the city's MBE and WBE goals. Levy's intent is not only to attain the required goals, but to maximize participation in all areas of the Food and Beverage operation.

Levy Restaurants

980 North Michigan Avenue Chicago, Illinois 60611 (312) 664-8200 Fax (312) 280-2739 alansing@levyrestaurants.com

COVER LETTER

Ms. Sharon Patterson
November 30, 2011
Page 2

This letter serves to legally bind Levy Restaurants to the terms specified in our Proposal. We commit to enter into a concession agreement subject to the terms, conditions and provisions of the RFP, if our Proposal is accepted.

We respectfully submit to you our proposal to create a partnership for the Austin Convention Center and Palmer Events Center

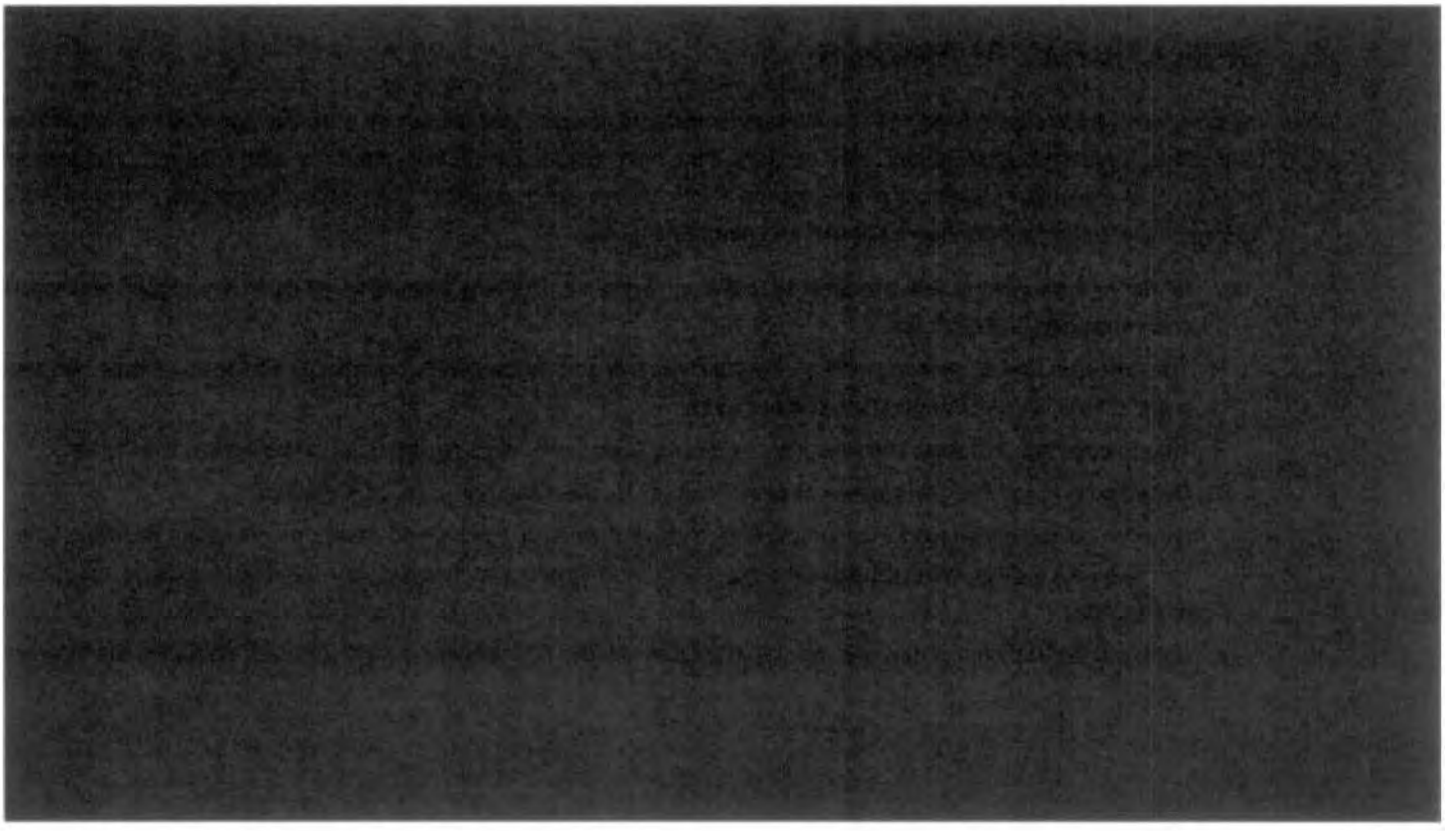
Very truly yours,

Andrew J. Lansing

AJL/mm

Recycled Paper

B. EXECUTIVE SUMMARY



Levy Restaurants

2 EXECUTIVE SUMMARY

EXPERIENCE, QUALIFICATIONS AND REFERENCES

Since its entrepreneurial founding in 1978, the Company has grown from delivering "The Levy Difference" at a single delicatessen in Chicago to an industry-leading, food organization. Levy Restaurants has a well-respected reputation for its network of internationally acclaimed restaurants; the leading market share of premium foodservice operations at convention centers and sports & entertainment facilities; as well as a full range of consulting services.

We have included references from some of the best in class convention centers in the industry whom have worked first hand with Levy for many years. Each of our references can share in detail how we have been able to drive more business to their centers while maximizing sales and profits and most importantly guest satisfaction.

MARKETING AND SALES PROGRAM

Our Marketing and Sales Plan focuses on local and national marketing efforts to establish the Austin Convention Center and Palmer Events Center as one of the premier convention destinations in the country and to maximize revenue. Based on our knowledge of the market, our proposed marketing plan includes a full range of integrated marketing programs and services including: direct mail, public relations, advertising, guest and employee research, sales and promotional tie-ins and relationship marketing activities.

OPERATIONAL APPROACH

In tandem with the marketing and sales , our vision for the enhancement and refinement of on-site operations is rooted in our partnership approach to grow annual sales, drive the bottom line with an eye on the highest standards of quality and business excellence, all the while exceeding the expectations of internal and external guests' expectations. Specifically, our Operations Approach addresses the following challenges and new opportunities:

1. Delivering a partnership with the facilities based on having the right Levy team, with the right Levy support and regular communication and feedback.
2. The execution and assurance of top-quality guest experiences, "show quality" operations and environments 365 days a year on site, as well as during the sales process.
3. The execution of both sales and operations of catering events via Levy's regional support network in the market.
4. On-going and proactive participation in sales initiatives for show and non-show opportunities.
5. A continued and enhanced focus on hospitality through the hiring, training and development of team members who can make it a distinguishing aspect of the experience, and ensure a cooperative work climate, maximizing productivity and morale.
6. Continual development of new and innovative solutions for the business and guests across all aspects of the business.

PERSONNEL

Levy Restaurants proposed General Managers (Peter Borroni, Luis Sepulveda and Cameron Lee) and proposed Executive Chef (Marc Cruz) have the passion, experience and leadership skills required to take the Austin Convention Center and Palmer Events Center hospitality experience to amazing new heights. In addition, Levy Restaurants' Home Office will serve as a resource and is available to provide extensive support services. The specialized support departments provide the global and industry experience and services that allow Levy Restaurants to create point of difference in the foodservice marketplace.

TRANSITION PLAN

Our proposed transition plan is based on extensive experience operating profitable and smooth-running restaurants and high-volume venues from opening day. Our team has expertise in opening and operating high-volume facilities in short time-frames. A detailed plan, authored by our entire operations team and supported by all of our corporate services, is included. The transition plan includes a timeline which ensures cost and time efficiencies. Our proposed General Manager will act as the project manager and single point person for the transition. The transition plan and timeline will be followed by all discipline associated with both the Austin Convention Center and Palmer Events Center.

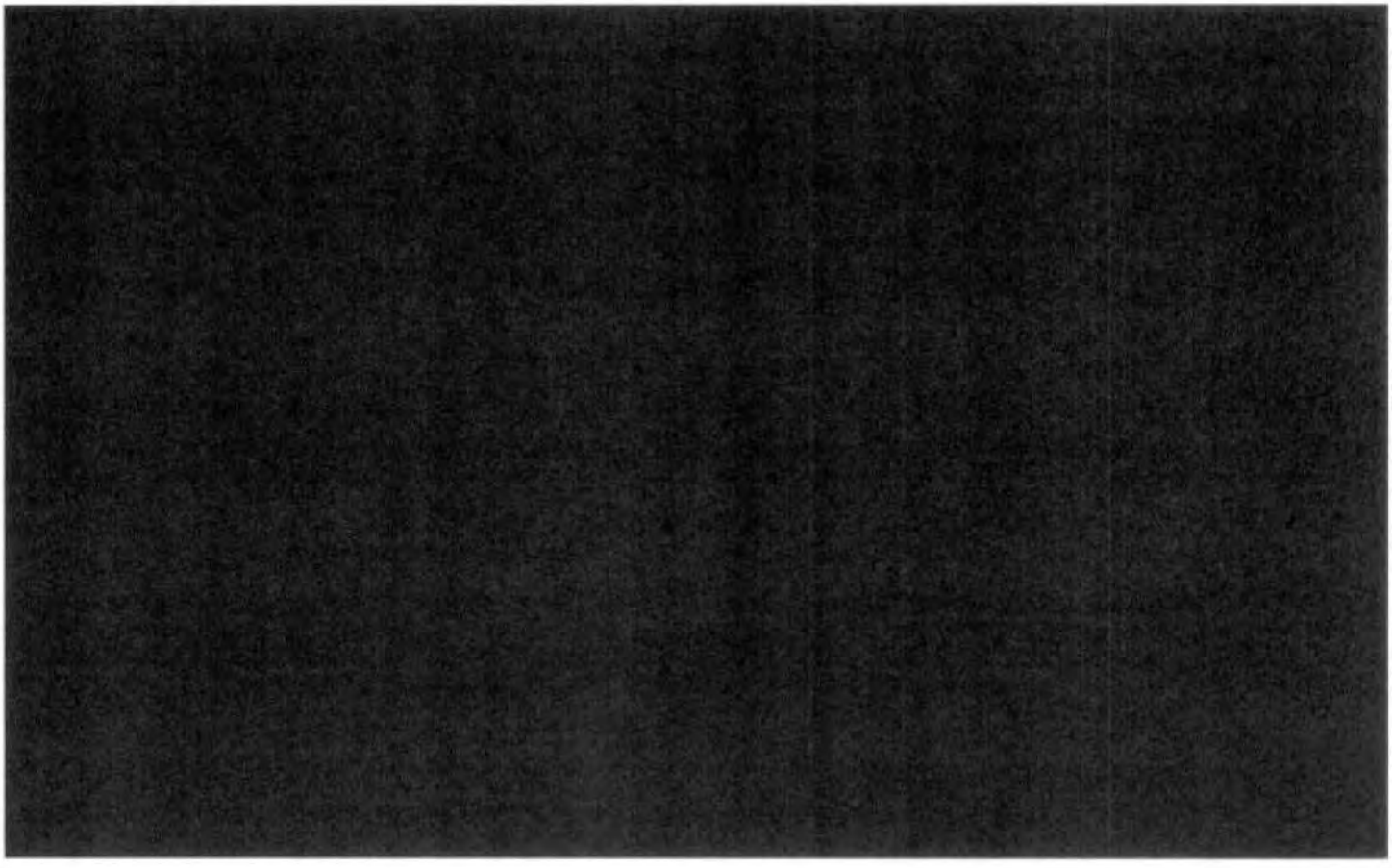
FINANCIAL STRENGTH, FINANCIAL COMPENSATION AND CAPITAL INVESTMENT

Levy Restaurants brings the full capabilities, infrastructure and financial strength of Compass Group the world's largest food service organization. In addition to being the strongest company financially, we will be able to access each Compass Group sector to drive local and national business as well as the opportunity to utilize local team members on peak days.

Our aggressive Financial Compensation Proposal to the City of Austin is based on confidence in the market and desire to work together. In addition to a significantly reduced fee structure from your current agreement, the City of Austin will benefit from our global purchasing power and operating efficiencies that are best in class in the industry.

Our capital investment of $1,500,000 is based on our review of the facilities and the opportunity to strategically grow the revenue at the Austin Convention Center.

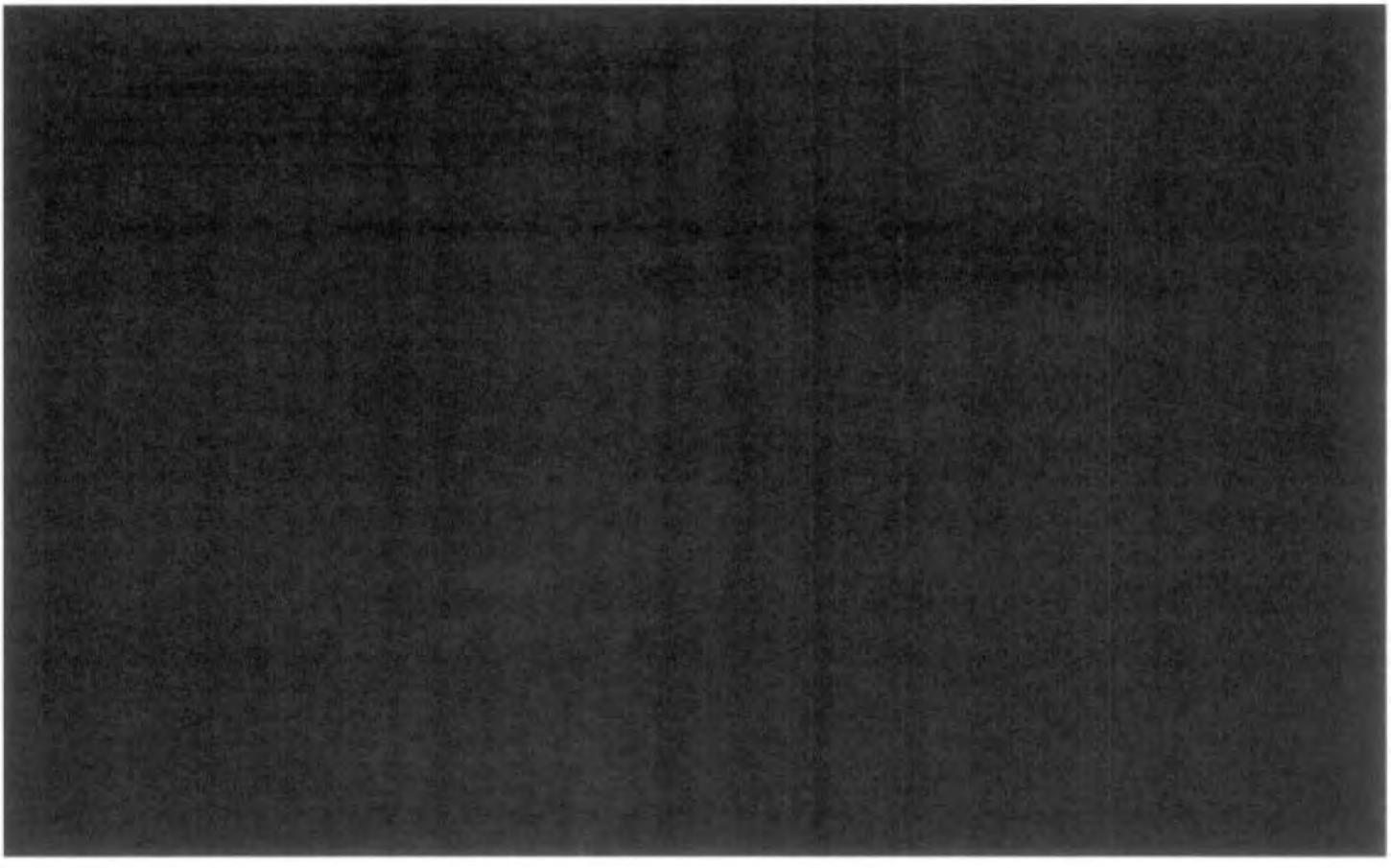
C. EXHIBITS



Levy Restaurants

EXHIBIT A

FINANCIAL PROPOSAL



Levy Restaurants

4 EXHIBIT A - FINANCIAL PROPOSAL

AUSTIN CONVENTION CENTER
PALMER EVENTS CENTER

EXHIBIT A
FINANCIAL PROPOSAL

I, Jeffry S. Wineman, Jr. (print name), authorized representative of Levy Restaurants (print name of Bidder) have read and understood the terms and conditions of this request for proposal, have (have/have not) attended the pre-proposal meeting, have received addenda 1, 2, 3 and 4 (fill in addendum numbers), have made all necessary inspections of the proposed Facilities, agree to abide by all terms of this RFP and our attached proposal and agree to commence management of operations by October 1, 2012.

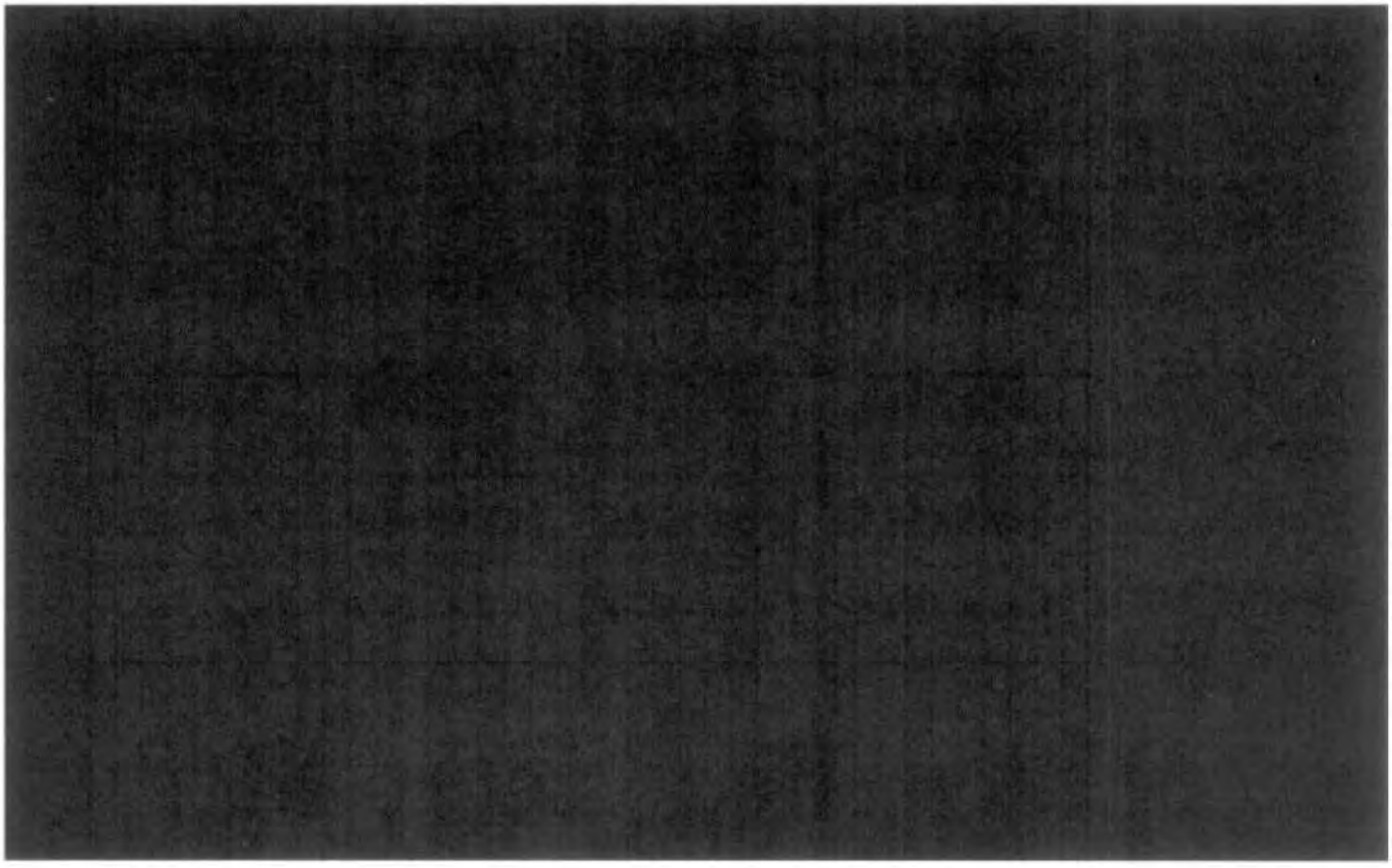
Category	Successful Proposer's Total Compensation	Amount
Food and Beverage Manager Periodic Fixed Fee	80%	$ 200,000
Food and Beverage Manager's Annual Productivity Reward Percentage of Gross Receipts (Based on Gross Receipts Beyond Threshold as noted below)	10%	2.5%
Gross Receipts Threshold beyond which Annual Productivity Reward is Computed		$ 7,500,000
Food and Beverage Manager's Annual Productivity Reward Percentage of Gross Receipts (Based on 80% Favorable Customer Rating)	10%	$ 25,000
Annual Productivity Reward not to Exceed		$ 25,000
Food and Beverage Manager's Maximum Total Compensation	100%	$ 250,000
Guaranteed Maximum Pre-Opening Expenses		$ 333,018
Capital Investment Proposed by Food and Beverage Manager		$ 1,500,000
Agreement Term		**10 Years**

Date November 30, 2011
Authorized Signature
Signatory's Title Executive Vice President, Business Development - Levy Restaurants
Bidder Levy Premium Foodservice, L.L.C.
Address 980 North Michigan Avenue, Chicago, Illinois 60611
Telephone Number (312) 335-5007

__ Corporation __ Partnership __ Joint Venture __ Sole Proprietorship __ Limited Partnership Company X Limited Liability Company
Incorporated in the State of Texas
Currently licensed to do business in Texas? X Yes ____ No

EXHIBIT B

PROJECTED SALES AND ATTENDANCE



Levy Restaurants

AUSTIN CONVENTION CENTER
PALMER EVENTS CENTER

EXHIBIT B
PROJECTED SALES AND ATTENDANCE

PROPOSERS NAME Levy Restaurants

2012 ACC		Attendance		Concession Food		Concession Liquor		Catering Food		Catering Liquor	
Event Type	Events	Average	Total	Per Cap	Sales	Per Cap	Sales	Per Cap	Sales	Per Cap	Sales
Conference/Meetings	19	1,455	27,645	$ 2.75	$ 76,024	$ 0.25	$ 6,911	$ 15.00	$ 414,675	$ 1.50	$ 41,468
Consumer Show	17	7,453	126,700	$ 0.25	$ 31,675	$ 0.10	$ 12,670	$ 0.50	$ 63,350	$ 0.15	$ 19,005
Convention	36	3,301	118,850	$ 2.75	$ 326,838	$ 0.25	$ 29,713	$ 37.00	$ 4,397,450	$ 1.50	$ 178,275
Food & Beverage	7	740	5,180	$ 2.75	$ 14,245	$ 0.25	$ 1,295	$ 37.00	$ 191,660	$ 1.50	$ 7,770
Other	19	875	16,632	$ 2.75	$ 45,738	$ 0.25	$ 4,158	$ 10.00	$ 166,320	$ 1.50	$ 24,948
Trade Show	8	5,663	45,300	$ 2.75	$ 124,575	$ 0.25	$ 11,325	$ 1.00	$ 45,300	$ 0.50	$ 22,650
TOTAL	**106**	**3,210**	**340,307**	**$ 1.82**	**$ 619,094**	**$ 0.19**	**$ 66,072**		**$ 5,278,755**		**$ 294,116**

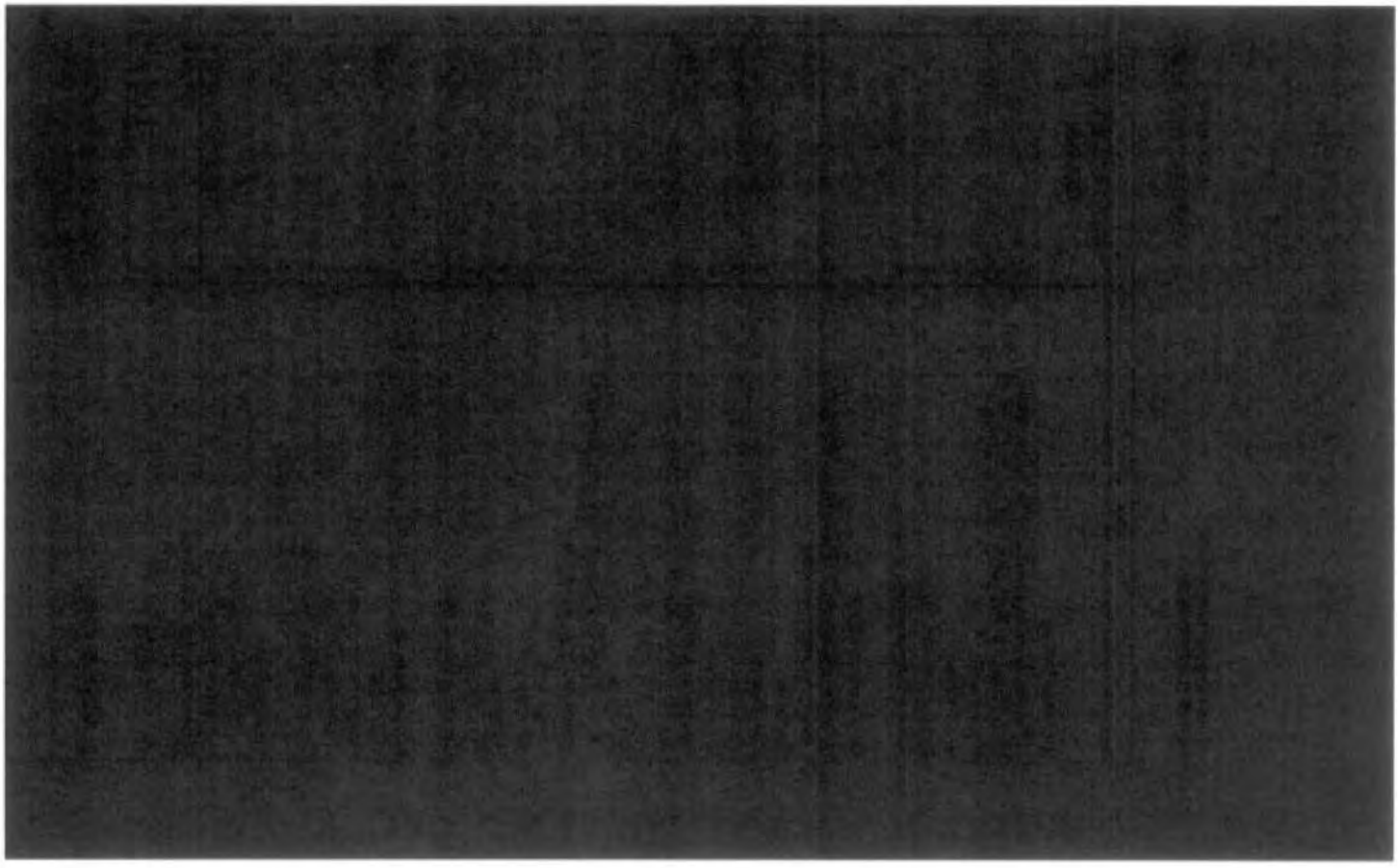
2012 ACC		Attendance		Other Income		Service	Subcontract Income		TOTAL
Event Type	Events	Average	Total	Per Cap	Sales	Fee	Per Cap	Income	SALES
Conference/Meetings	19	1,455	27,645	$ 0.15	$ 4,147	$ 91,229	$ 1.35	$ 37,321	$ 671,774
Consumer Show	17	7,453	126,700	$ 0.05	$ 6,335	$ 16,471	$ 0.25	$ 31,675	$ 181,181
Convention	36	3,301	118,850	$ 0.15	$ 17,828	$ 1,115,145	$ 1.35	$ 160,448	$ 6,225,695
Food & Beverage	7	740	5,180	$ 0.15	$ 777	$ 39,886	$ 1.35	$ 6,993	$ 262,626
Other	19	875	16,632	$ 0.15	$ 2,495	$ 38,254	$ 1.35	$ 22,453	$ 304,366
Trade Show	8	5,663	45,300	$ 0.15	$ 6,795	$ 13,590	$ 0.25	$ 11,325	$ 235,560
TOTAL	**106**	**3,210**	**340,307**		**$ 38,376**	**$ 1,314,574**		**$ 270,214**	**$ 7,881,201**

2012 PEC		Attendance		Concession Food		Concession Liquor		Catering Food		Catering Liquor	
Event Type	Events	Average	Total	Per Cap	Sales	Per Cap	Sales	Per Cap	Sales	Per Cap	Sales
Conference/Meetings	16	418	6,680	$ 1.25	$ 8,350	$ 1.50	$ 10,020	$ 3.00	$ 20,040	$ 2.00	$ 13,360
Consumer Show	31	5,901	182,928	$ 0.25	$ 45,732	$ 0.25	$ 45,732	$ 0.50	$ 91,464	$ 0.25	$ 45,732
Convention	2	5,350	10,700	$ 1.25	$ 13,375	$ 1.50	$ 16,050	$ 3.00	$ 32,100	$ 2.00	$ 21,400
Food & Beverage	7	2,481	17,370	$ 1.25	$ 21,713	$ 1.50	$ 26,055	$ 3.00	$ 52,110	$ 2.00	$ 34,740
Other	18	2,734	49,210	$ 1.00	$ 49,210	$ 1.00	$ 49,210	$ 1.50	$ 73,815	$ 1.00	$ 49,210
Trade Show	2	2,000	4,000	$ 1.00	$ 4,000	$ 1.50	$ 6,000	$ 0.25	$ 1,000	$ 0.10	$ 400
TOTAL	**76**	**3,564**	**270,888**		**$ 142,380**		**$ 153,067**		**$ 270,529**		**$ 164,842**

2012 PEC		Attendance		Other Income		Service	Subcontract Income		TOTAL
Event Type	Events	Average	Total	Per Cap	Sales	Fee	Per Cap	Income	SALES
Conference/Meetings	16	418	6,680	$ 0.30	$ 2,004	$ 6,680	$ 0.15	$ 1,002	$ 61,456
Consumer Show	31	5,901	182,928	$ 0.30	$ 54,878	$ 27,439	$ 0.15	$ 27,439	$ 338,417
Convention	2	5,350	10,700	$ 0.30	$ 3,210	$ 10,700	$ 0.15	$ 1,605	$ 98,440
Food & Beverage	7	2,481	17,370	$ 0.30	$ 5,211	$ 17,370	$ 0.15	$ 2,606	$ 159,804
Other	18	2,734	49,210	$ 0.30	$ 14,763	$ 24,605	$ 0.15	$ 7,382	$ 268,195
Trade Show	2	2,000	4,000	$ 0.30	$ 1,200	$ 280	$ 0.15	$ 600	$ 13,480
TOTAL	**76**	**3,564**	**270,888**		**$ 81,266**	**$ 87,074**		**$ 40,633**	**$ 939,791**

EXHIBIT C

CAPITAL INVESTMENT



Levy Restaurants

AUSTIN CONVENTION CENTER
PALMER EVENTS CENTER

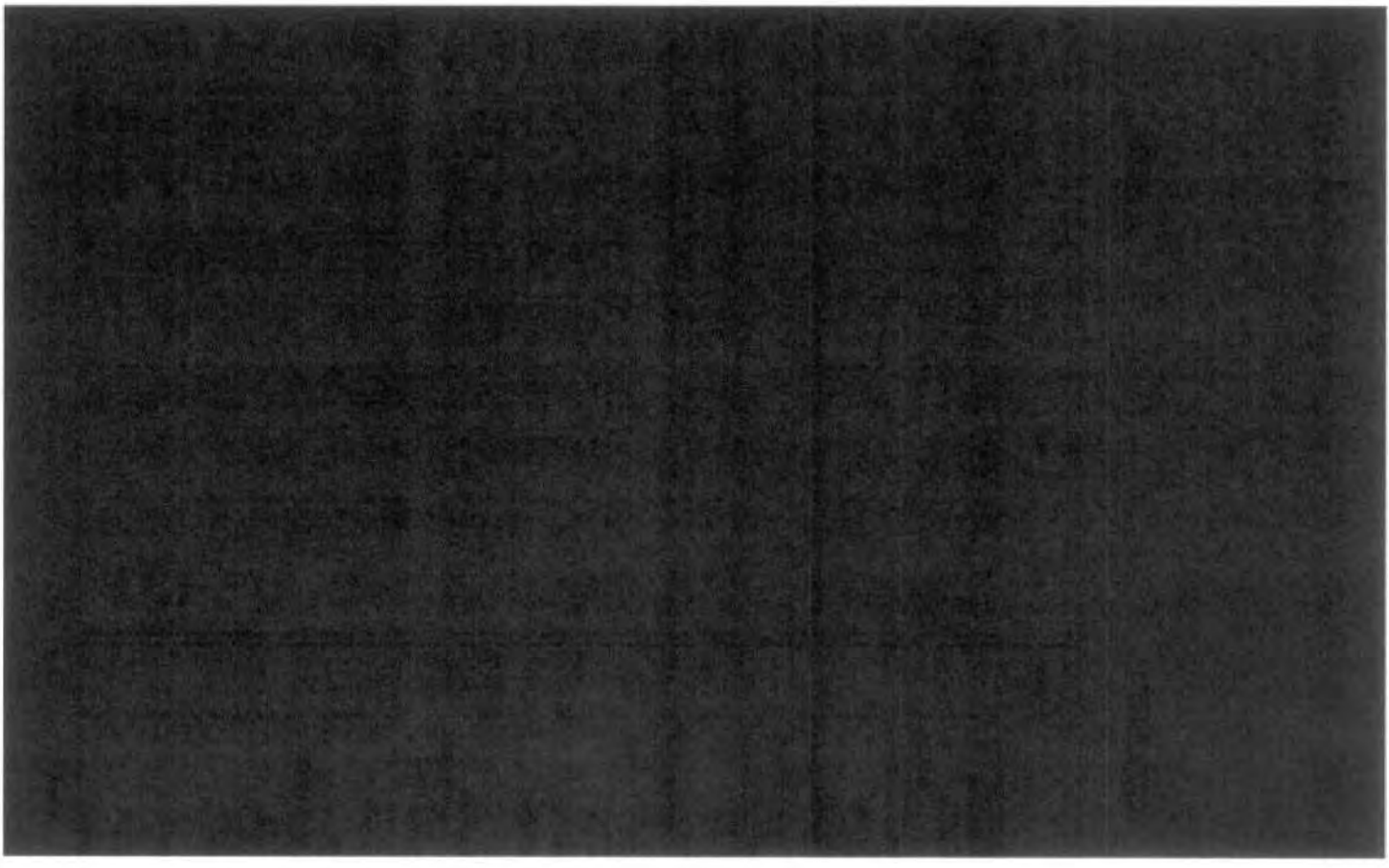
EXHIBIT C
CAPITAL INVESTMENT

AREA	BUDGET AMOUNT		
	AUSTIN CONVENTION CENTER	PALMER EVENTS CENTER	TOTAL
Kitchen/Offices			
Millwork/Stainless Steel/Counters/Cabinetry	$ -	$ -	$ -
Leasehold Improvements	$ -	$ -	$ -
Equipment	$ -	$ -	$ -
Smallwares	$ -	$ -	$ -
Rolling Stock/Portables	$ -	$ -	$ -
Kitchen/Offices Sub Total	**$ -**	**$ -**	**$ -**
Concessions/Bars			
Millwork/Stainless Steel/Counters/Cabinetry	$ -	$ -	$ -
Leasehold Improvements	$ 80,000	$ 40,000	$ 120,000
Equipment	$ 180,000	$ 90,000	$ 270,000
Smallwares	$ 20,000	$ 10,000	$ 30,000
Portables	$ 509,122	$ 75,000	$ 584,122
Menu Boards	$ 11,332	$ 5,668	$ 17,000
Concessions/Bars Sub Total	**$ 800,454**	**$ 220,668**	**$ 1,021,122**
Catering			
Millwork/Stainless Steel/Counters/Cabinetry	$ -	$ -	$ -
Leasehold Improvements	$ -	$ -	$ -
Equipment	$ -	$ -	$ -
Smallwares	$ 171,870	$ 42,968	$ 214,838
Portables	$ -	$ -	$ -
Props/Staging	$ 20,000	$ 10,000	$ 30,000
Catering Sub-Total	**$ 191,870**	**$ 52,968**	**$ 244,838**
Miscellaneous			
POS System	$ 74,664	$ 37,332	$ 111,996
Design and Engineering Fees	$ 12,000	$ 6,000	$ 18,000
IT Office Equipment	$ 70,000	$ 5,000	$ 75,000
Transportation Equipment	$ -	$ -	$ -
Uniforms/Uniform Storage Equipment	$ 25,000	$ 4,044	$ 29,044
Contingency	$ -	$ -	$ -
Freight and Installation	$ -	$ -	$ -
Sales Tax EXEMPT	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
Miscellaneous Sub-Total	**$ 181,664**	**$ 52,376**	**$ 234,040**
TOTAL BUDGET	**$ 1,173,988**	**$ 326,012**	**$ 1,500,000**

CLARIFICATIONS:	
	Existing utilities are sufficent.
	Utility connections by others.
	Code improvements not included.
	Permits not included.

EXHIBIT D

OPERATING PERFORMA



Levy Restaurants

AUSTIN CONVENTION CENTER
PALMER EVENTS CENTER

EXHIBIT D
OPERATING PROFORMA

PROPOSERS NAME Levy Restaurants

	Pre-Opening	2012						2013						2014					
		ACC		PEC		TOTAL		ACC		PEC		TOTAL		ACC		PEC		TOTAL	
	$	$	%	$	%	$	%	$	%	$	%	$	%	$	%	$	%	$	%
Sales																			
Concession Food Sales	$ -	$ 619,094	7.9%	$ 142,380	15.2%	$ 761,474	8.6%	$ 650,049	7.9%	$ 149,496	15.2%	$ 799,547	8.6%	$ 682,551	7.9%	$ 156,973	15.2%	$ 839,525	8.6%
Concession Liquor Sales	$ -	$ 66,072	0.8%	$ 153,067	16.3%	$ 219,139	2.5%	$ 69,375	0.8%	$ 160,720	16.3%	$ 230,096	2.5%	$ 72,844	0.8%	$ 168,756	16.3%	$ 241,600	2.5%
Catering Food Sales	$ -	$ 5,278,755	67.0%	$ 270,529	28.8%	$ 5,549,284	62.9%	$ 5,542,693	67.0%	$ 284,055	28.8%	$ 5,826,748	62.9%	$ 5,819,827	67.0%	$ 298,258	28.8%	$ 6,118,086	62.9%
Catering Liquor Sales	$ -	$ 294,116	3.7%	$ 164,842	17.5%	$ 458,958	5.2%	$ 308,821	3.7%	$ 173,084	17.5%	$ 481,905	5.2%	$ 324,262	3.7%	$ 181,738	17.5%	$ 506,001	5.2%
Total Sales	$ -	$ 6,258,037	79.4%	$ 730,816	77.8%	$ 6,988,854	79.2%	$ 6,570,938	79.4%	$ 767,356	77.8%	$ 7,338,297	79.2%	$ 6,899,485	79.4%	$ 805,726	77.8%	$ 7,705,212	79.2%
Other Income																			
Service Fee	$ -	$ 1,314,574	16.7%	$ 87,074	9.3%	$ 1,401,648	15.9%	$ 1,380,303	16.7%	$ 91,426	9.3%	$ 1,471,731	15.9%	$ 1,449,318	16.7%	$ 95,999	9.3%	$ 1,545,317	15.9%
Subcontract Income	$ -	$ 270,214	3.4%	$ 40,633	4.3%	$ 310,848	3.5%	$ 283,725	3.4%	$ 42,565	4.3%	$ 326,390	3.5%	$ 297,911	3.4%	$ 44,798	4.3%	$ 342,710	3.5%
Other Income	$ -	$ 38,376	0.5%	$ 81,266	8.6%	$ 119,642	1.4%	$ 40,295	0.5%	$ 85,330	8.6%	$ 125,625	1.4%	$ 42,310	0.5%	$ 89,596	8.6%	$ 131,906	1.4%
Outside Catering Fee	$ -	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%
Total Other Income	$ -	$ 1,623,165	20.8%	$ 208,974	22.2%	$ 1,832,138	20.8%	$ 1,704,323	20.8%	$ 219,422	22.2%	$ 1,923,745	20.8%	$ 1,789,539	20.8%	$ 230,394	22.2%	$ 2,019,933	20.8%
Total Gross Receipts	$ -	$ 7,881,201	100.0%	$ 939,791	100.0%	$ 8,820,992	100.0%	$ 8,275,261	100.0%	$ 986,781	100.0%	$ 9,262,042	100.0%	$ 8,689,024	100.0%	$ 1,036,120	100.0%	$ 9,725,144	100.0%
Product Cost																			
Concession Food	$ -	$ 123,819	1.6%	$ 28,476	3.0%	$ 152,295	20.0%	$ 130,010	1.6%	$ 29,900	3.0%	$ 159,909	20.0%	$ 136,510	1.6%	$ 31,395	3.0%	$ 167,905	20.0%
Concession Liquor	$ -	$ 16,518	0.2%	$ 38,267	4.1%	$ 54,785	25.0%	$ 17,344	0.2%	$ 40,180	4.1%	$ 57,524	25.0%	$ 18,211	0.2%	$ 42,189	4.1%	$ 60,400	25.0%
Catering Food	$ 9,000	$ 1,161,326	14.7%	$ 59,516	6.3%	$ 1,220,842	22.0%	$ 1,219,392	14.7%	$ 62,492	6.3%	$ 1,281,885	22.0%	$ 1,280,362	14.7%	$ 65,617	6.3%	$ 1,345,979	22.0%
Catering Liquor	$ -	$ 73,529	0.9%	$ 41,211	4.4%	$ 114,739	25.0%	$ 77,205	0.9%	$ 43,271	4.4%	$ 120,476	25.0%	$ 81,066	0.9%	$ 45,435	4.4%	$ 126,500	25.0%
Total Product Cost	$ 9,000	$ 1,375,192	17.4%	$ 167,470	17.8%	$ 1,542,661	17.5%	$ 1,443,951	17.4%	$ 175,843	17.8%	$ 1,619,794	17.5%	$ 1,516,149	17.4%	$ 184,635	17.8%	$ 1,700,784	17.5%
Payroll																			
Management	$ 144,000	$ 750,506	9.5%	$ 89,494	9.5%	$ 840,000	9.5%	$ 773,021	9.3%	$ 92,179	9.3%	$ 865,200	9.3%	$ 796,212	9.2%	$ 94,944	9.2%	$ 891,156	9.2%
Concession Food	$ -	$ 74,291	0.9%	$ 17,086	1.8%	$ 91,377	1.0%	$ 76,006	0.9%	$ 17,940	1.8%	$ 93,946	1.0%	$ 81,906	0.9%	$ 18,837	1.8%	$ 100,743	1.0%
Concession Liquor	$ -	$ 7,925	0.1%	$ 18,366	2.0%	$ 26,291	0.3%	$ 8,325	0.1%	$ 19,286	2.0%	$ 27,611	0.3%	$ 8,741	0.1%	$ 20,251	2.0%	$ 28,992	0.3%
Catering Food	$ 12,000	$ 791,813	10.0%	$ 40,579	4.3%	$ 832,393	9.4%	$ 831,404	10.0%	$ 42,606	4.3%	$ 874,012	9.4%	$ 872,974	10.0%	$ 44,739	4.3%	$ 917,713	9.4%
Catering Liquor	$ -	$ 61,764	0.8%	$ 34,617	3.7%	$ 96,381	1.1%	$ 64,852	0.8%	$ 36,348	3.7%	$ 101,200	1.1%	$ 68,095	0.8%	$ 38,165	3.7%	$ 106,260	1.1%
Office	$ -	$ 20,000	0.3%	$ 5,000	0.5%	$ 25,000	0.3%	$ 20,600	0.2%	$ 5,150	0.5%	$ 25,750	0.3%	$ 21,218	0.2%	$ 5,305	0.5%	$ 26,523	0.3%
Commissary/Kitchen	$ 16,000	$ 375,482	4.8%	$ 43,849	4.7%	$ 419,331	4.8%	$ 394,256	4.8%	$ 46,042	4.7%	$ 440,298	4.8%	$ 413,969	4.8%	$ 48,344	4.7%	$ 462,313	4.8%
Security	$ -	$ 4,000	0.1%	$ 1,000	0.1%	$ 5,000	0.1%	$ 4,120	0.0%	$ 1,030	0.1%	$ 5,150	0.1%	$ 4,244	0.0%	$ 1,061	0.1%	$ 5,305	0.1%
Training	$ 19,500	$ 20,000	0.3%	$ 5,000	0.5%	$ 25,000	0.3%	$ 20,600	0.2%	$ 5,150	0.5%	$ 25,750	0.3%	$ 21,218	0.2%	$ 5,305	0.5%	$ 26,523	0.3%
Other	$ -	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%
Payroll Taxes/Benefits	$ 59,174	$ 650,688	8.3%	$ 78,793	8.4%	$ 729,481	8.3%	$ 678,312	8.2%	$ 82,111	8.3%	$ 760,423	8.2%	$ 707,170	8.1%	$ 85,577	8.3%	$ 792,748	8.2%
Total Payroll	$ 250,674	$ 2,756,474	35.0%	$ 333,785	35.5%	$ 3,090,259	35.0%	$ 2,873,487	34.7%	$ 347,844	35.3%	$ 3,221,341	34.8%	$ 2,995,748	34.5%	$ 362,528	35.0%	$ 3,358,274	34.5%
Other Operating Expenses																			
Advertising	$ -	$ 100	0.0%	$ 25	0.0%	$ 125	0.0%	$ 103	0.0%	$ 26	0.0%	$ 129	0.0%	$ 106	0.0%	$ 27	0.0%	$ 133	0.0%
Alarm	$ -	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%
Armored Car Service	$ -	$ 4,000	0.1%	$ 1,000	0.1%	$ 5,000	0.1%	$ 4,120	0.0%	$ 1,030	0.1%	$ 5,150	0.1%	$ 4,244	0.0%	$ 1,061	0.1%	$ 5,305	0.1%
Audit Fees	$ -	$ 11,500	0.1%	$ 1,500	0.2%	$ 13,000	0.1%	$ 11,845	0.1%	$ 1,545	0.2%	$ 13,390	0.1%	$ 12,200	0.1%	$ 1,591	0.2%	$ 13,792	0.1%
Bank Charges	$ -	$ 1,500	0.0%	$ 500	0.1%	$ 2,000	0.0%	$ 1,545	0.0%	$ 515	0.1%	$ 2,060	0.0%	$ 1,591	0.0%	$ 530	0.1%	$ 2,122	0.0%
Bond Expense	$ -	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%
Brand Franchise/Royalty Fees	$ -	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%
Cleaning Supplies	$ -	$ 12,516	0.2%	$ 1,462	0.2%	$ 13,978	0.2%	$ 13,142	0.2%	$ 1,535	0.2%	$ 14,677	0.2%	$ 13,799	0.2%	$ 1,611	0.2%	$ 15,410	0.2%
Credit Card Fees	$ -	$ 50,064	0.6%	$ 5,847	0.6%	$ 55,911	0.6%	$ 52,568	0.6%	$ 6,139	0.6%	$ 58,706	0.6%	$ 55,196	0.6%	$ 6,446	0.6%	$ 61,642	0.6%
Dues/Subscriptions	$ -	$ 3,000	0.0%	$ 1,000	0.1%	$ 4,000	0.0%	$ 3,090	0.0%	$ 1,030	0.1%	$ 4,120	0.0%	$ 3,183	0.0%	$ 1,061	0.1%	$ 4,244	0.0%
Entertainment	$ -	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%
Equipment Rental	$ -	$ 12,516	0.2%	$ 1,462	0.2%	$ 13,978	0.2%	$ 13,142	0.2%	$ 1,535	0.2%	$ 14,677	0.2%	$ 13,799	0.2%	$ 1,611	0.2%	$ 15,410	0.2%
Flowers/Music	$ -	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%
Ice	$ -	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%
Insurance	$ -	$ 81,329	0.8%	$ 7,162	0.8%	$ 88,491	0.8%	$ 64,395	0.8%	$ 7,520	0.8%	$ 71,915	0.8%	$ 67,615	0.8%	$ 7,896	0.8%	$ 75,511	0.8%
Laundry/Linen	$ -	$ 37,548	0.5%	$ 4,385	0.5%	$ 41,933	0.5%	$ 39,426	0.5%	$ 4,604	0.5%	$ 44,030	0.5%	$ 41,397	0.5%	$ 4,834	0.5%	$ 46,231	0.5%
Marketing	$ -	$ 500	0.0%	$ 250	0.0%	$ 750	0.0%	$ 515	0.0%	$ 258	0.0%	$ 773	0.0%	$ 530	0.0%	$ 265	0.0%	$ 796	0.0%
Menus	$ -	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%
Office Expenses	$ -	$ 12,500	0.2%	$ 1,500	0.2%	$ 14,000	0.2%	$ 12,875	0.2%	$ 1,545	0.2%	$ 14,420	0.2%	$ 13,261	0.2%	$ 1,591	0.2%	$ 14,853	0.2%
Other	$ -	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%
Overages/Shortages	$ -	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%

AUSTIN CONVENTION CENTER
PALMER EVENTS CENTER

EXHIBIT D
OPERATING PROFORMA

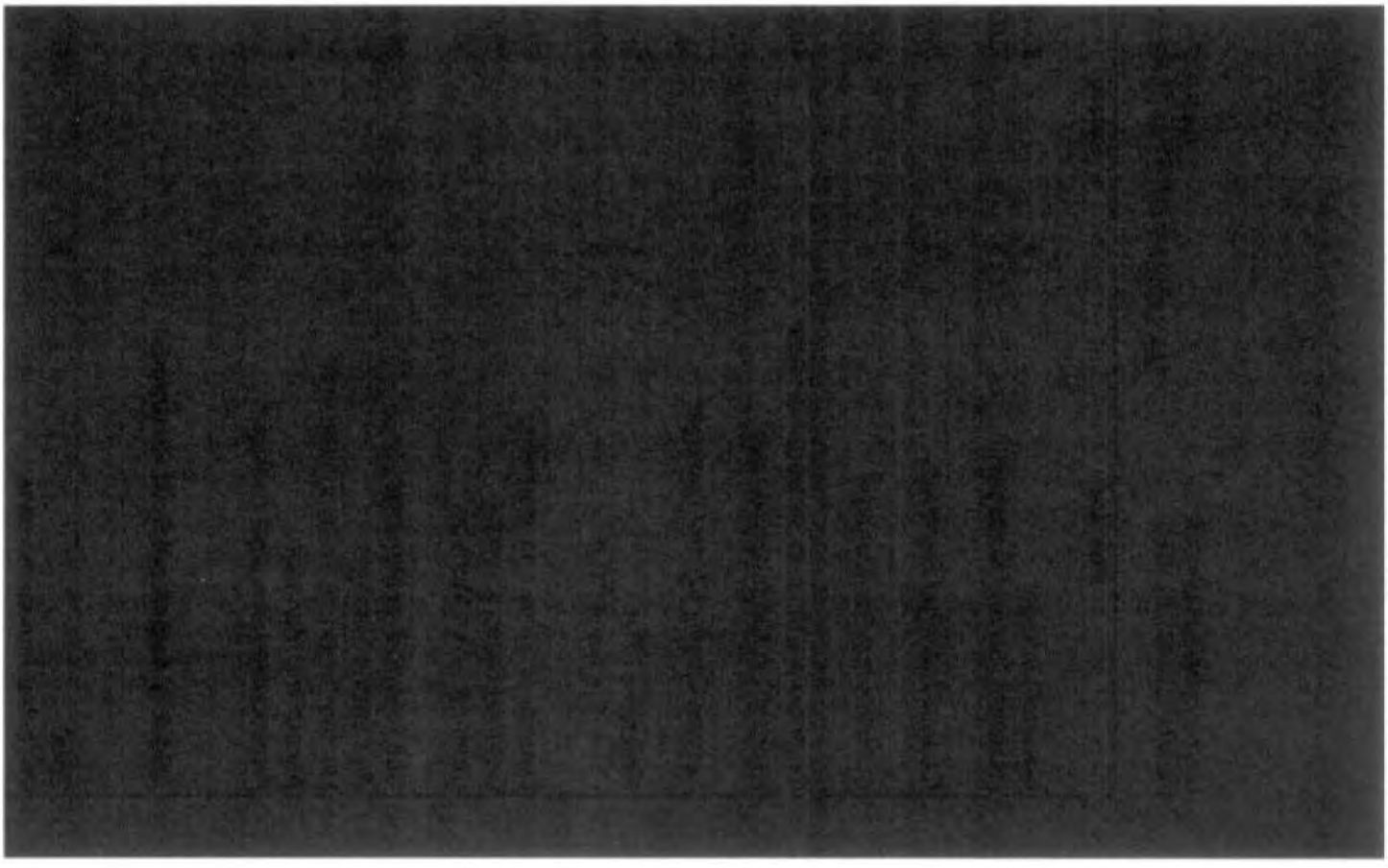
PROPOSERS NAME: Levy Restaurants

	Pre-Opening	2012						2013						2014					
		ACC		PEC		TOTAL		ACC		PEC		TOTAL		ACC		PEC		TOTAL	
	$	$	%	$	%	$	%	$	%	$	%	$	%	$	%	$	%	$	%
Paper Supplies	$ -	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%
Pest Control	$ -	$ 4,000	0.1%	$ 1,000	0.1%	$ 5,000	0.1%	$ 4,120	0.0%	$ 1,030	0.1%	$ 5,150	0.1%	$ 4,244	0.0%	$ 1,061	0.1%	$ 5,305	0.1%
Postage/Freight	$ -	$ 500	0.0%	$ 125	0.0%	$ 625	0.0%	$ 515	0.0%	$ 129	0.0%	$ 644	0.0%	$ 530	0.0%	$ 133	0.0%	$ 663	0.0%
Printing	$ 15,000	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%
Professional Fees	$ -	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%
Recruiting Expense	$ -	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%
Repairs and Maintenance	$ -	$ 35,000	0.4%	$ 5,000	0.5%	$ 40,000	0.5%	$ 36,050	0.4%	$ 5,150	0.5%	$ 41,200	0.4%	$ 37,132	0.4%	$ 5,305	0.5%	$ 42,436	0.4%
Replacements	$ -	$ 7,881	0.1%	$ 940	0.1%	$ 8,821	0.1%	$ 8,275	0.1%	$ 987	0.1%	$ 9,262	0.1%	$ 8,689	0.1%	$ 1,036	0.1%	$ 9,725	0.1%
TABC Tax	$ -	$ 50,426	0.6%	$ 44,507	4.7%	$ 94,933	1.1%	$ 52,948	0.6%	$ 46,733	4.7%	$ 99,680	1.1%	$ 55,595	0.6%	$ 49,069	4.7%	$ 104,664	1.1%
Taxes and Licenses	$ -	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%
Telephone	$ -	$ 20,000	0.3%	$ 2,500	0.3%	$ 22,500	0.3%	$ 20,600	0.2%	$ 2,575	0.3%	$ 23,175	0.3%	$ 21,218	0.2%	$ 2,652	0.3%	$ 23,870	0.2%
Trash Removal	$ -	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%
Travel and Meals	$ 29,300	$ 20,000	0.3%	$ 2,500	0.3%	$ 22,500	0.3%	$ 20,600	0.2%	$ 2,575	0.3%	$ 23,175	0.3%	$ 21,218	0.2%	$ 2,652	0.3%	$ 23,870	0.2%
Uniforms	$ 29,044	$ 2,500	0.0%	$ 500	0.1%	$ 3,000	0.0%	$ 2,575	0.0%	$ 515	0.1%	$ 3,090	0.0%	$ 2,652	0.0%	$ 530	0.1%	$ 3,183	0.0%
Utilities	$ -	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%
Vehicle Expense	$ -	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%
Total Operating Expenses	$ 73,344	$ 347,381	4.4%	$ 83,164	8.8%	$ 430,646	4.9%	$ 362,448	4.4%	$ 86,974	8.8%	$ 449,422	4.9%	$ 376,199	4.4%	$ 90,964	8.8%	$ 469,163	4.8%
OPERATING PROFIT	$ (333,018)	$ 3,402,155	43.2%	$ 355,373	37.8%	$ 3,757,528	42.6%	$ 3,595,365	43.4%	$ 376,120	38.1%	$ 3,971,485	42.9%	$ 3,798,928	43.7%	$ 397,994	38.4%	$ 4,196,923	43.2%
Amortization	$ -	$ 134,019	1.7%	$ 15,981	1.7%	$ 150,000	1.7%	$ 134,019	1.6%	$ 15,981	1.6%	$ 150,000	1.6%	$ 134,019	1.5%	$ 15,981	1.5%	$ 150,000	1.5%
Food and Beverage Manager's Compensation																			
Catering Manager Periodic Fixed Fee	$ -	$ 178,692	2.3%	$ 21,308	2.3%	$ 200,000	2.3%	$ 178,692	2.2%	$ 178,692	18.1%	$ 357,384	3.9%	$ 178,692	2.1%	$ 178,692	17.2%	$ 357,384	3.7%
Catering Manager Annual Productivity Reward	$ -	$ 44,673	0.6%	$ 5,327	0.6%	$ 50,000	0.6%	$ 44,673	0.5%	$ 44,673	4.5%	$ 89,346	1.0%	$ 44,673	0.5%	$ 44,673	4.3%	$ 89,346	0.9%
Total Concessionaire's Compensation	$ -	$ 223,366	2.8%	$ 26,635	2.8%	$ 250,000	2.6%	$ 223,366	2.7%	$ 223,366	22.6%	$ 446,730	4.8%	$ 223,365	2.6%	$ 223,366	21.6%	$ 446,730	4.6%
NET PROFIT TO CITY	$ (333,018)	$ 3,044,771	38.6%	$ 312,756	33.3%	$ 3,357,528	38.1%	$ 3,237,981	39.1%	$ 136,774	13.8%	$ 3,374,755	36.4%	$ 3,441,544	39.5%	$ 158,648	16.3%	$ 3,600,193	37.0%

Levy Restaurants

EXHIBIT E

MANAGEMENT STAFFING



Levy Restaurants

AUSTIN CONVENTION CENTER
PALMER EVENTS CENTER

EXHIBIT E
MANAGEMENT STAFFING AND SALARIES

Position		Salary
General Manager	$	85,000
Assistant General Manager	$	70,000
General Manager Banquets	$	**55,000**
Concessions/Bar Manager	$	**55,000**
Commissary/Kitchen Steward Manager	$	**45,000**
Assistant Warehouse Manager	$	-
Service/Quality Control Manager	**$**	-
Executive Chef	**$**	**75,000**
Executive Sous Chef	**$**	**60,000**
Director of Sales and Marketing	$	65,000
Catering Sales Manager	**$**	**55,000**
Catering Sales Manager	**$**	**55,000**
Controller/Office Manager	**$**	**50,000**
Purchasing Manager	**$**	45,000
Human Resource/Training Manager	**$**	50,000
Accounting Manager	**$**	**40,000**
Receptionist/Executive Assistant	**$**	**35,000**
Add Any Additional Staff Required		
Total	**$**	**840,000**
Projected Annual Increase		3.0%

EXHIBIT F

HISTORIC SALES AND ATTENDANCE

Levy Restaurants has reviewed the provided Historic Sales and Attendance.

EXHIBITS G & H

HISTORICAL P&L'S

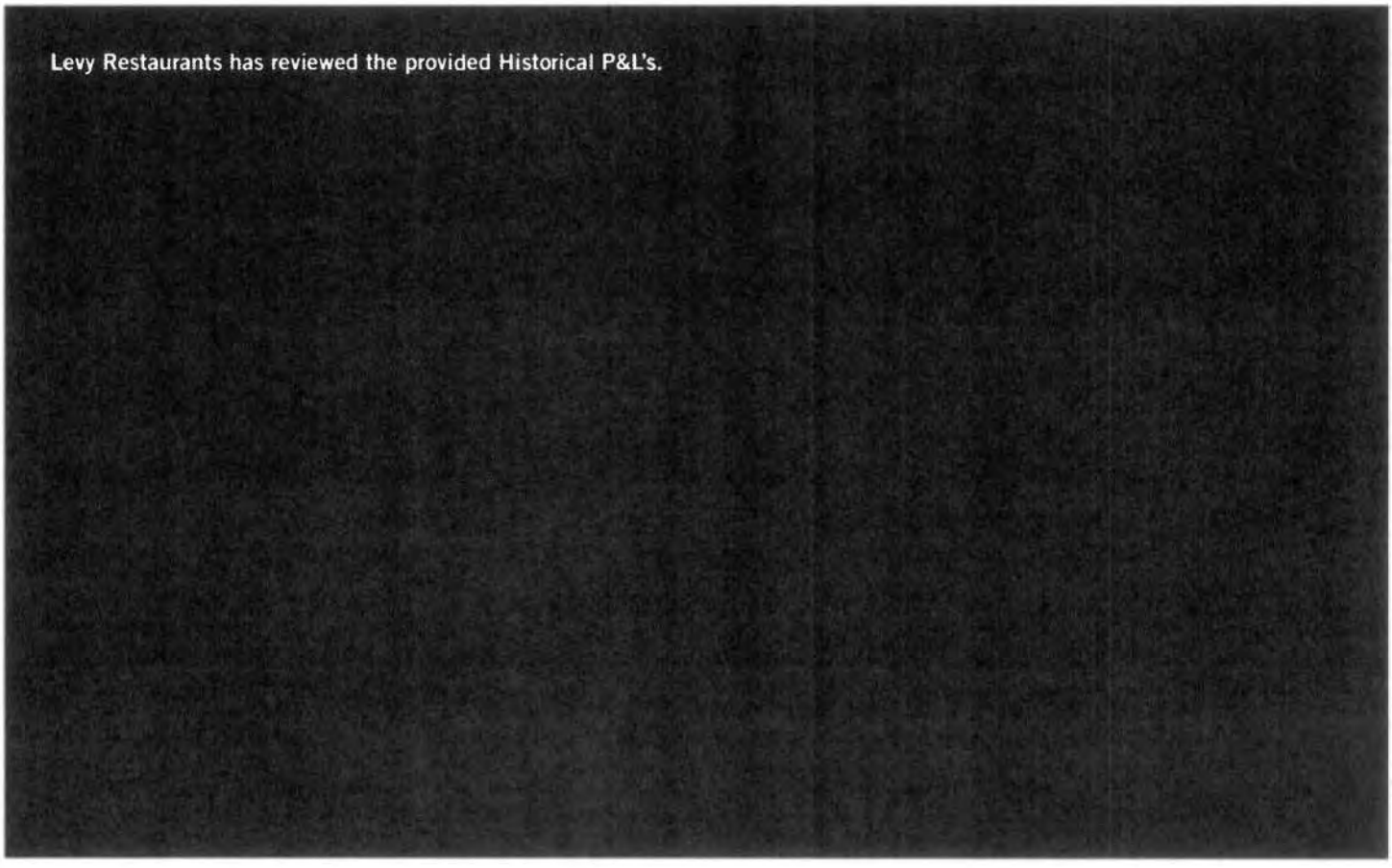


EXHIBIT I

CURRENT MENU PRICING

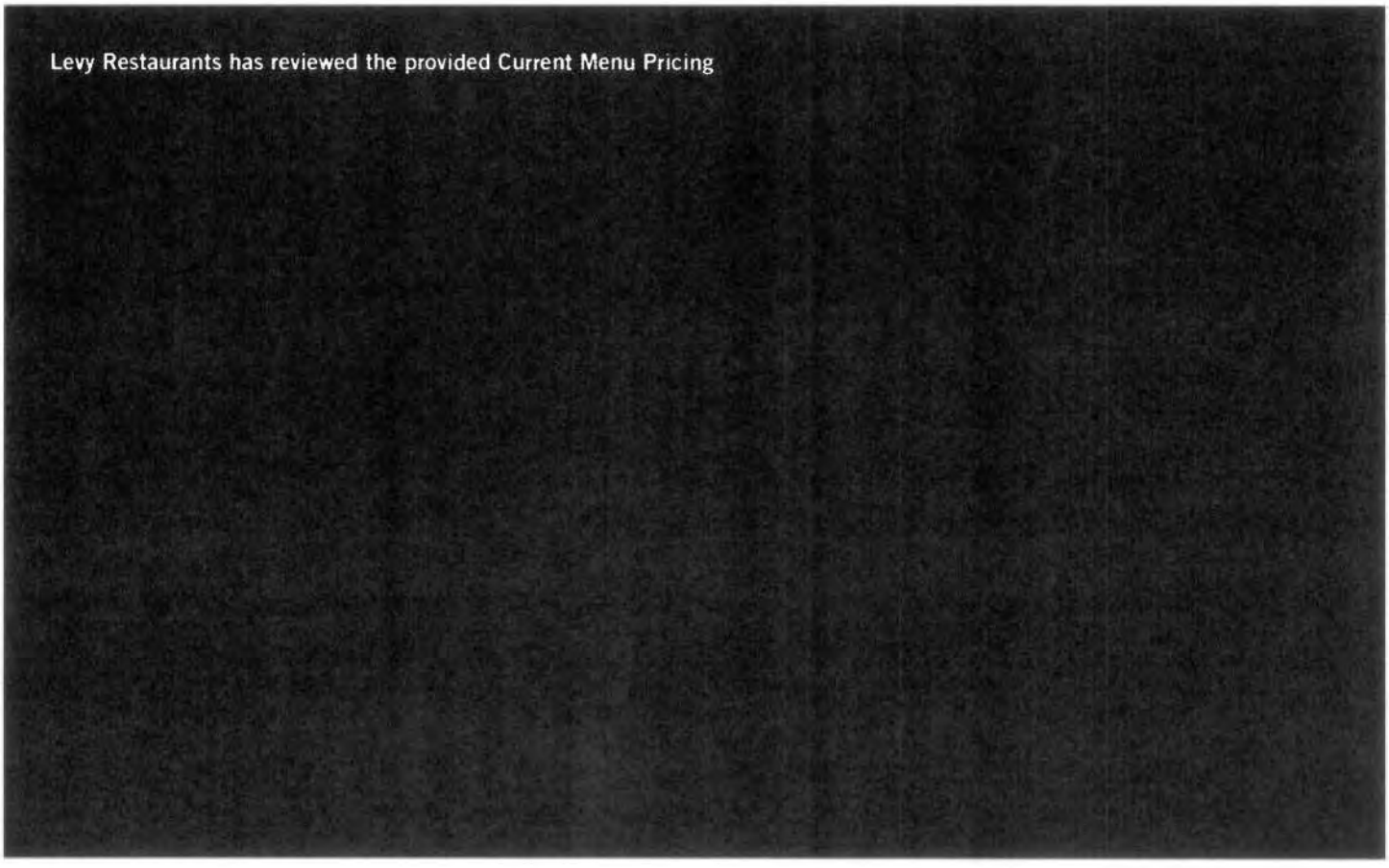


EXHIBIT J

EQUIPMENT LIST

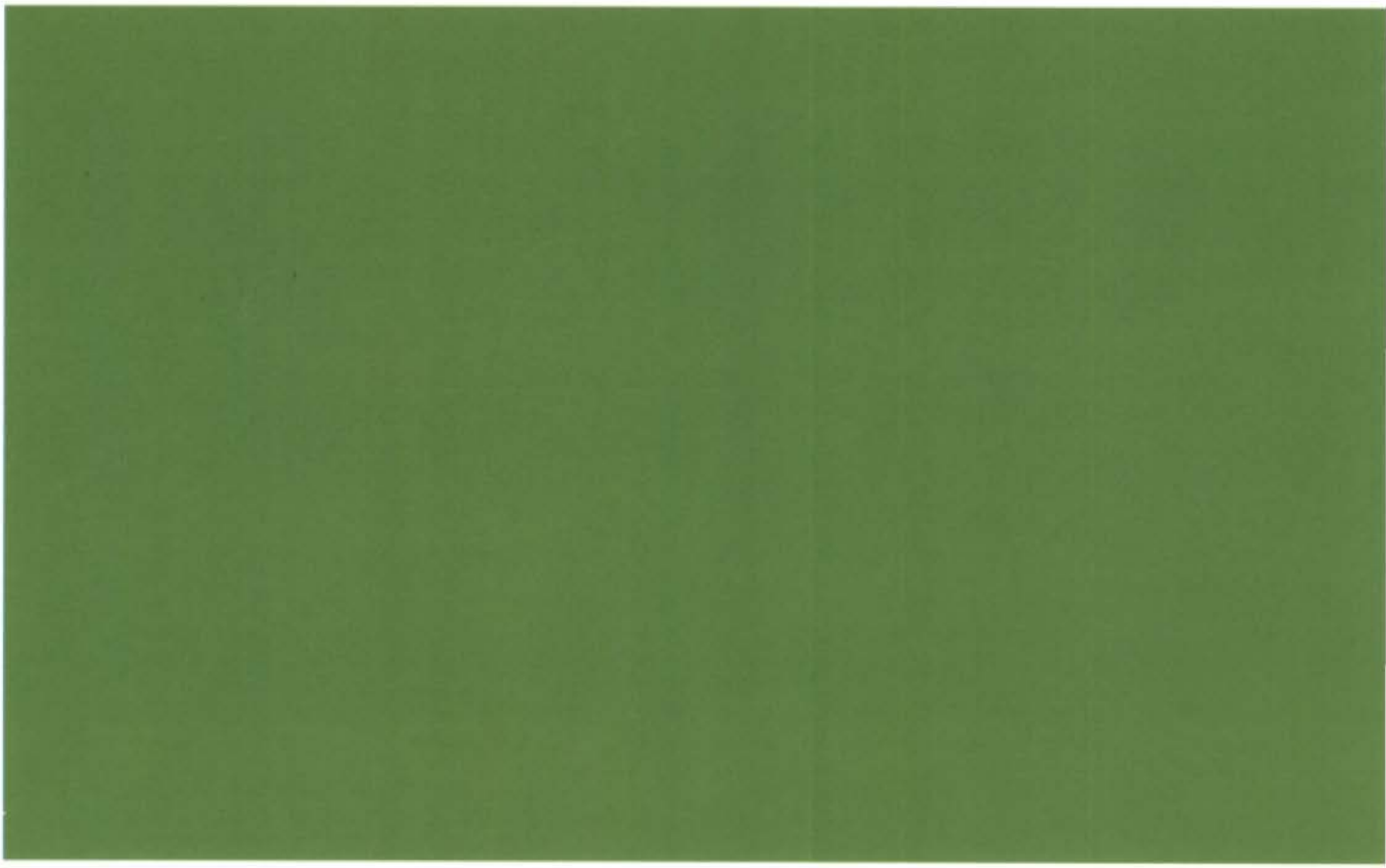
Levy Restaurants has reviewed the provided Equipment List.

EXHIBIT K

SMALLWARES INVENTORY

Levy Restaurants has reviewed the provided Smallwares Inventory.

D: EXPERIENCE REQUIREMENTS



Levy Restaurants

MINIMUM EXPERIENCE REQUIREMNTS

SECTION 5.1

Levy Restaurants

4 MINIMUM EXPERIENCE REQUIREMENTS

5.1.1

PROPOSER'S BUSINESS SHALL HAVE BEEN IN BUSINESS FOR AT LEAST 10 YEARS PROVIDING CATERING AND CONCESSION SERVICES. PROVIDE AN OVERVIEW OF YOUR CURRENT FOODSERVICE PRACTICE, CAPABILITIES, AND EXPERIENCE AND INDICATE IF THE FACILITY IS PUBLICLY OR PRIVATELY OWNED.

THE STORY OF WHAT MAKES US GREAT PARTNERS:

Ask any family member in our Company, and they'll be happy – and proud – to share the story about the birth of Levy Restaurants and how we all grew up with the unique values that make us who we are today. Who are we? We are: Partners, Family and Restaurateurs. We are also Innovative and Financially Strong with Deep Resources. Here's how these qualities make us great partners...

WE ARE PARTNERS:

It's our belief that the firm handshake that seals a partnership creates adynamic far greater than the individuals that comprise the alliance. That's because we know that at the heart of every strong and successful partnership there's a shared set of values, common interests and an enthusiasm for life and the same end results.

Every partner embraces the desired goals to stimulate growth, improve efficiencies, lock in loyalty and elevate every guest's experience. That's what good partners do, and it's what comes naturally to us.

As a family of passionate restaurateurs, we welcome our partners like family. We believe that win-win outcomes start with open and honest dialogue, sharing each other's best practices to mutual benefit. We then monitor the process to ensure that we're on the right track.

Because we bring a true proprietor mindset to the table, we know that guests like to customize their own experiences, carve out their own niches, and that– to them – convenience reigns supreme. We also understand the importance of operating efficiencies, how the return on every dollar spent needs to bring value.

And that's how it all comes together: every partner working together diligently to turn challenges into opportunities; opportunities into successful solutions.

WE ARE FAMILY

Think about your favorite family gatherings. How delicious the food was, how the heartwarming hospitality felt, how uplifting those events were. That's what two brothers, Larry and Mark Levy, and their devoted mom, Eadie, set out to create in 1978 with a delicatessen in Chicago.

At D.B. Kaplan's Larry, Mark and Eadie treated every guest in their restaurant like a guest in their home. They passionately served up family recipes with pride and heartfelt hospitality to create memorable experiences for all. Today, these same family values inspire every member of our extended family of passionate restaurateurs. We all roll up our sleeves and greet each day by honoring this tradition, and embracing change. pride and heartfelt hospitality to create memorable experiences for all. Today, these same family values inspire every member of our extended family of passionate restaurateurs. We all roll up our sleeves and greet each day by honoring this tradition, and embracing change.

Change? We have to change, to evolve with the marketplace. But at our core we always remain passionate proprietors, fine tuning everything our guests smell, taste, see, hear and touch. This dedication creates "The Levy Difference," and it defines our Company and guides us in all we do. We live it, because it's the only way we know how to create great restaurant experiences wherever our innovative approach might take us.

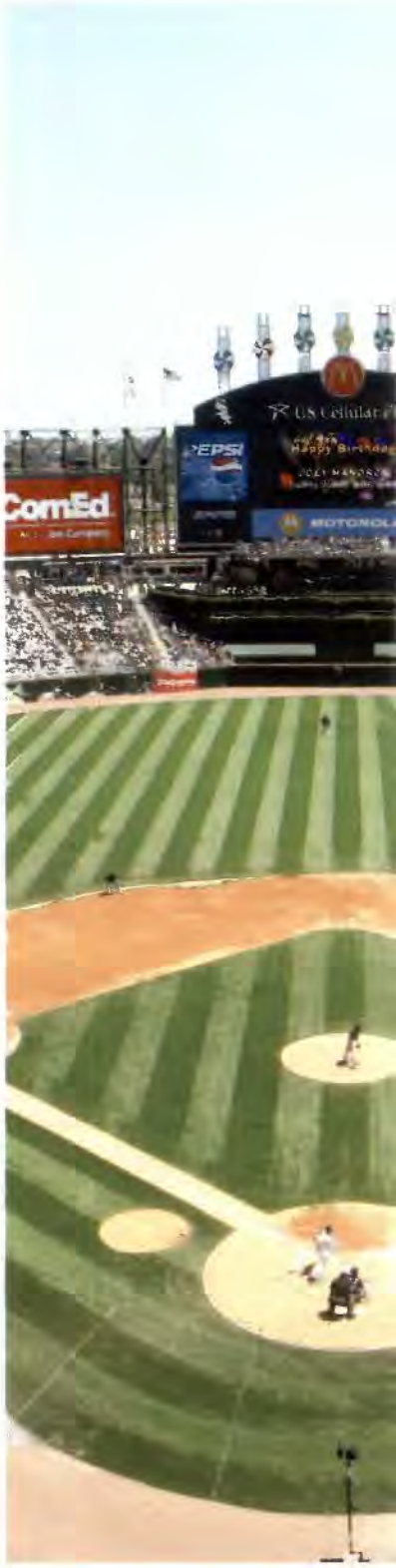
Since our entrepreneurial founding, our Company has grown from a single Chicago deli to an industry leading food experience organization, always delivering the same "The Levy Difference" in every one of our ventures. Built on our strong restaurant roots, love of food, attention to our guests and an encompassing desire to become better every day, we work hard to maintain our leadership position in customized food and hospitality experiences at sports and entertainment venues.

Levy Restaurants began as a family, and that's what we are today: an extended family that still values all of our guests, and shares in the desire to make their every Levy experience an unforgettable one.

WE ARE RESTAURATEURS:

We know that detail management can transform the ordinary into the extraordinary. That's why we're obsessed with details, so obsessed that we coined Thousand Detail Dining™. We made it a foundation of every meal prepared, each team member trained and all events planned.

Our restaurateur roots and our belief that good food is always a cause for celebration distinguishes us from other companies in the foodservice industry. We understand the



importance of customization, recognition and convenience. With our roots, we also rely on our individualized and collective restaurant-quality dining expertise to create and serve memorable experiences that exceed our guests' expectations.

We were the pioneers who brought "fine dining" to sports and entertainment venues, and we continue to think and operate like pathfinders, always striving to deliver more value and better results for our partners. The inspiration for our innovative approach to dining and hospitality in these settings is provided by our award-winning restaurants, like Spiaggia in Chicago.

One of America's original fine dining Italian restaurants, Spiaggia opened in 1984 under the guidance of James Beard-recognized and Top Chef Masters contestant Chef Tony Mantuano. The four-star rating Spiaggia earned in 1999 has been awarded ever since. In 1989, we were honored as the first firm selected by the Walt Disney Company to create, own and operate restaurants at Walt Disney World® Resort in Orlando. The results were Portobello, consistently voted the best Italian restaurant in Orlando, and Fulton's Crab House, one of the top ten restaurants in the U.S. by sales volume. A few years later, we became the first company to earn back-to-back Ivy Awards.

To deliver incredible guest experiences in sports and entertainment venues, we apply our passion for and expertise in traditional restaurant settings.The only missing element is a partner organization that shares that same fervor for making memories and welcoming guests like family. And that's how we come to the table together.

WE ARE INNOVATIVE:

In 1982, we pioneered "fine dining" in stadiums and arenas by catering Chicago's first skyboxes at old Comiskey Park (home of the Chicago White Sox). Three years later, we expanded into Wrigley Field (home of the Cubs), and not ten years after that we ventured beyond Chicago for the first time. Today, we deliver "The Levy Difference" to premier sporting venues from Los Angeles to New York, Miami to Montreal, and in the United Kingdom. We have partners in every major professional sports league, providing their fans with unforgettable dining experiences. Luxury suites, private clubs, inseat service, mini-restaurants, general concessions, private event catering, Levy Restaurants does it all.

As innovative restaurateurs, we push ourselves to create new ways to wow our guests at every arena, ballpark, convention center, restaurant and venue where we provide our services. This commitment to exceed expectations is what drove us to forever change the food game for sports fans everywhere, like when we served lobster tail at the New Comiskey Park in the early 1990s. That's the "The Levy Difference:" the willingness to think and act beyond what's expected. Fast Company Magazine recognized this defining trait, naming Levy Restaurants one of the ten most innovative companies in sports, along side companies like Nike, Speedo, AEG, ESPN, HOK Sport and NHL.com. Very flattering, especially when you consider that among them we're the only one, strictly speaking, not in the sports industry.

It's the members of our Innovations Team that keeps us on the cutting edge of the industry. They're strategic design thinkers focused on elevating the guest experience by embracing the latest trends in service, technology, and food and beverage. In our Innovations Kitchen, a "lab" and bustling epicenter of culinary creation, our chefs from near and far experiment and perfect their ideas for our partners. That's because it's always "show time" somewhere. Maybe you've heard of some of them.

Levy Restaurants caters the most high-profile events in the world: the Super Bowl, the U.S. Open, the NBA and NHL All-Star Games, the Final Four, the World Series, the Grammy Awards and the most exciting two minutes in sports, the Kentucky Derby. We also rev up the food experience at major racetracks, including Lowe's Motor Speedway in Charlotte and Texas Motor Speedway. Guests can also enjoy our "unconventional good" philosophy at some of the largest convention centers in North America, such as Chicago's McCormick Place, Atlanta's Georgia World Congress Center, Boston Convention and Exposition Center and Pittsburgh's David L. Lawrence Convention Center, the world's largest "green" building. Our partners also include American Airlines Arena in Miami, Philips Arena in Atlanta, iconic Lambeau Field in Green Bay, Ford Field in Detroit, STAPLES Center and Dodger Stadium in Los Angeles and CenturyLink Field in Seattle.

Innovation, inspired by "The Levy Difference" and all it encompasses, is what makes the success of all these ventures with our partners possible.

WE ARE FINANCIALLY STRONG:

That means we're here to stay. We've been in the business since we all but invented it in 1978, and we're growing stronger every day. Our financial stability is further strengthened by our affiliation with the Compass Group. Their worldwide reach and our combined reputation allows us to provide longterm supplier and sponsorship relationships, and give us the ability to invest in our partners' the future.

Levy Restaurants parent company, Compass Group, is publicly held.

WE HAVE DEEP RESOURCES:

Wherever our partnerships take us, the power of Compass Group comes with.Compass Group is the world's largest foodservice company with industry expertise in a broad range of sectors: hospitals; schools at every level, kindergarten through higher education; workplaces, from offices to heavy industry; and sports and entertainment. Through the relationships we've together developed with suppliers, we have tremendous purchasing power, allowing us to streamline costs while maximizing quality and cash flow. We also share best practices worldwide, and can tap additional manpower in every market. While it's said that too many cooks spoil the broth, we beto differ. When our chefs, from the four corners of the globe, gather in our Innovations Kitchen, they bring a world of knowledge in flavor profiles and presentations, the very things that will define the next food craze.

CONVENTION CENTERS

5.1.2

DESCRIBE SPECIFIC EXPERIENCE THE PROPOSER HAS HAD WORKING AT CONVENTION CENTERS, MAJOR HOTELS, RESTAURANTS, STADIUMS/ARENAS AND OTHER FACILITIES. INDICATE THE EXPERIENCE THE PROPOSER HAS HAD IN PROVIDING THE TYPE OF PROFESSIONAL FOODSERVICES AND CATERING DESCRIBED IN THIS RFP.

Each of our convention locations boast fabulous, award-winning fare and an exceptional hospitality staff at your side. Levy stands head and shoulders above the rest, providing access to notable landmarks for your convention needs. We invite you to consider something unCONVENTIONally great!

America's Center
1995 - Present

701 Convention Center Plaza
St. Louis, Missouri 63101

Kathleen Ratcliffe
President
St. Louis Convention & Visitors Commission
(314) 992-0600

- All dining services provided

Boston Convention & Exhibition Center
2010 - Present

415 Summer Street
Boston, Massachusetts 02210

Kenneth Sinkiewicz
Deputy Director
Massachusetts Convention Center Authority
(617) 954-2175

- All dining services provided

CenturyLink Center OMAHA
2003 - Present

455 North 10th Street
Omaha, Nebraska 68102

Roger Dixon
President & Chief Executive Officer
Metropolitan Entertainment & Convention Authority
(402) 341-1500

- All dining services provided

Dallas Market Center
2009 - Present

2100 North Stemmons Freeway
Dallas, Texas 75207

Bill Winsor
President & Chief Executive Officer
Dallas Market Center
(214) 655-7615

- All dining services provided

David L. Lawrence Convention Center
2008 - Present

1000 Fort Duquesne Boulevard
Pittsburgh, Pennsylvania 15222

Mary Conturo
Executive Director
Sports & Exhibition Authority
(412) 393-7117

- All dining services provided

Frontier Airlines Center
2003 - Present

400 West Wisconsin Avenue
Milwaukee, Wisconsin 53203

Richard Geyer
President & Chief Executive Officer
Wisconsin Center District
(414) 908-6050

- All dining services provided

Georgia World Congress Center
2002 - Present

285 Andrew Young International Boulevard
Atlanta, Georgia 30313

Mark Zimmerman
General Manager
Georgia World Congress Center
(404) 223-4000

- All dining services provided

John B. Hynes Veterans Memorial Convention Center
2010 - Present

415 Summer Street
Boston, Massachusetts 02210

Kenneth Sinkiewicz
Deputy Director
Massachusetts Convention Center Authority
(617) 954-2175

- All dining services provided

Whether we have 80 seats or 80,000, we obsess about every detail of the guest experience to make sure it is the best it can be. That's because our restaurant roots helped us pioneer the idea of premium dining at sports and entertainment venues.

American Airlines Arena
Home of the Miami Heat
1999 - Present

601 Biscayne Boulevard
Miami, Florida 33132

Eric Woolworth
President of Business Operations Miami Heat
(786) 777-4007

• All dining services provided

American Airlines Center
Home of the Dallas Mavericks
and Dallas Stars
2006 - Present

2500 Victory Way
Dallas, Texas 75219

Brad Mayne
President & Chief Executive Officer
American Airlines Center
(214) 665-4220

• All dining services provided

Amway Center
Home of the Orlando Magic
1999 - Present

400 West Church Street
Orlando, Florida 32801

Allen Johnson
Executive Director
Orlando Centroplex
(407) 849-2050

• All dining services provided

AT&T Center
Home of the San Antonio Spurs
2000 - Present

One AT&T Center Parkway
San Antonio, Texas 78219

Rick Pych
President of Business Operations
AT&T Center
(210) 444-5512

• Premium services provided

Barclays Center
Future Home of the Brooklyn Nets
Opening 2012

Brooklyn, New York

Brett Yormark
President & Chief Executive Officer
Nets Sports and Entertainment, LLC
(201) 635-3109

• All dining services provided

Bell Centre
Home of the Montreal Canadiens
2001 - Present

1909 avenue des Canadiens-de-Montreal
Montreal, Quebec, Canada H4B-5G0

Pierre Boivin
President
Montreal Canadiens
(514) 989-2801

• Premium services provided

Bradley Center
Home of the Milwaukee Bucks
2005 - Present

1001 North Fourth Street
Milwaukee, Wisconsin 53203

Stephen Costello
President & Chief Executive Officer
Bradley Center Sports and Entertainment
(414) 227-0409

• All dining services provided

Bridgestone Arena
Home of the Nashville Predators
1998 - Present

501 Broadway Avenue
Nashville, Tennessee 37203

Sean Henry
Chief Operating Officer
Nashville Predators
(615) 770-2349

• Premium services provided

Chesapeake Energy Arena
Home of the Oklahoma City Thunder
2009 - Present

100 West Reno Avenue
Oklahoma City, Oklahoma 73102

Danny Barth
Executive Vice President &
Chief Financial Officer
(405) 208-4648

• Premium services provided

ARENAS

Conseco Fieldhouse
Home of the Indiana Pacers
1999 - Present

125 South Pennsylvania Street
Indianapolis, Indiana 46204

W.F. Rick Fuson
Chief Operating Officer
Conseco Fieldhouse
(317) 917-2701

- All dining services provided

FedEx Forum
Home of the Memphis Grizzlies
2004 - Present

191 Beale Street
Memphis, Tennessee 38103

Greg Campbell
President, Business Operations
Memphis Grizzlies
(901) 205-1420

- All dining services provided

Oracle Arena
Home of the Golden State Warriors
1997 - Present

7000 Coliseum Way
Oakland, California 94621

Rick Welts
President
Golden State Warriors
(510) 986-5300

- All dining services provided

The Palace of Auburn Hills
Home of the Detroit Pistons
2009 - Present

5 Championship Drive
Auburn Hills, Michigan 48326

Mario Etemad
Executive Vice President
Palace Sports & Entertainment
(248) 377-8618

- All dining services provided

Pepsi Center
Home of the Denver Nuggets
and Colorado Avalanche
1999 - Present

1000 Chopper Circle
Denver, Colorado 80204

Jim Martin
President & Chief Financial Officer
(303) 405-1161

- Premium services provided

Philips Arena
Home of the Atlanta Hawks
and Thrashers
1999 - Present

One Philip Drive
Atlanta, Georgia 30303

Robert Williams
President
Philips Arena
(404) 827-3826

- All dining services provided

Power Balance Pavilion
Home of the Sacramento Kings
2010 - Present

One Sports Parkway
Sacramento, California 95834

John Rinehart
Senior Vice President, Business Operations
Maloof Sports & Entertainment
(916) 928-3636

- All dining services provided

Scottrade Center
Home of the St. Louis Blues
2008 - Present

1401 Clark Avenue at Brett Hull Way
St. Louis, Missouri 63103

Mike McCarthy
Vice Chairman & Chief Executive Officer
St. Louis Blues Enterprises

(314) 622-2552

- All dining services provided

STAPLES Center
Home of the LA Lakers, Clippers
and Kings
2000 - Present

1111 South Figueroa
Los Angeles, California 90015

Timothy Leiweke
Chief Executive Officer & President
Anschutz Entertainment Group
(213) 742-7101

- All dining services provided

TIME WARNER CABLE ARENA

Time Warner Cable Arena
Home of the Charlotte Bobcats
2005 - Present

333 East Trade Street
Charlotte, North Carolina 28202

Fred Whitfield
President & Chief Executive Officer
Charlotte Basketball Organization
(704) 688-8880

- All dining services provided

TOYOTA CENTER

Home of the Houston Rockets
2003 - Present

1510 Polk Street
Houston, Texas 77002

Thaddeus Brown
Chief Executive Officer
Houston Rockets
(713) 758-7336

- All dining services provided

UNITED CENTER

United Center
Home of the Chicago Bulls &
Chicago Blackhawks
2009 - Present

1901 West Madison Street
Chicago, Illinois 60612

Stephen Schanwald
Executive Vice President,
Business Operations
Chicago Bulls
(312) 455-4110

- All dining services provided

US AIRWAYS CENTER

U.S. Airways Center
Home of the Phoenix Suns
2001 - Present

201 East Jefferson
Phoenix, Arizona 85004

Ralph Marchetta
Vice President & General Manager
U.S. Airways Center
(602) 379-2049

- All dining services provided

verizon Center

Verizon Center
Home of the Washington Wizards
and Capitals
1997 - Present

601 F Street NorthWest
Washington, D.C. 20004

Ted Leonsis
Owner
Washington Capitals and Wizards
(202) 661-5000

- Premium services provided

Xcel Energy Center

Xcel Energy Center
Home of the Minnesota Wild
2009 - Present

199 West Kellogg Boulevard
St. Paul, Minnesota 55102

Matt Majka
Chief Operating Officer
Minnesota Wild
(651) 602-6007

- All dining services provided

CITIZENS BUSINESS BANK ARENA

Citizens Business Bank Arena
2007 - Present

4000 East Ontario Center Parkway
Ontario, California 91764

Timothy Leiweke
Chief Executive Officer & President
Anschutz Entertainment Group
(213) 742-7101

- All dining services provided

KeyArena at Seattle Center

Key Arena
2010 - Present

305 Harrison Street
Seattle, Washington 98109

Jay Cooper
Regional Vice President
Anschutz Entertainment Group
(503) 963-3864

- All dining services provided

The O2

The O2 Arena
2007 - Present

Peninsula Square
London, England

Jay Marciano
President & Chief Executive Officer
Anshutz Entertainment Group, Europe
011-44-207-536-2610

- All dining services provided

MINIMUM EXPERIENCE REQUIREMENTS

Sears Centre Arena
2006 - Present

5333 Prairie Stone Parkway
Hoffman Estates, Illinois 60192

Ben Gibbs
General Manager
Managed by Global Spectrum
(847) 649-2201

- All dining services provided

Sprint Center
2007 - Present

1407 Grand Boulevard
Kansas City, Missouri 64106

Brenda Tinnen
Senior Vice President &
General Manager
Sprint Center
(816) 283-7310

- All dining services provided

U.S. Cellular Arena
2003 - Present

400 West Kilbourn Avenue
Milwaukee, Wisconsin 53203

Richard Geyer
President & Chief Executive Officer
Wisconsin Center District
(414) 908-6050

- Premium services provided

ARROWHEAD STADIUM

Arrowhead Stadium
Home of the Kansas City Chiefs
1994 - Present

One Arrowhead Drive
Kansas City, Missouri 64129

Mark Donovan
President
Kansas City Chiefs
(816) 920-4405

- Premium services provided

Cleveland Browns Stadium
Home of the Cleveland Browns
2006 - Present

1085 West Third Street
Cleveland, Ohio 44114

Brian Wiedmeier
Executive Vice President,
Business Operations
Cleveland Browns
(440) 891-5150

- Premium services provided

EverBank

EverBank Field
Home of the Jacksonville Jaguars
2003 - Present

One EverBank Field Drive
Jacksonville, Florida 32202

William Prescott
Senior Vice President &
Chief Financial Officer
Jacksonville Jaguars
(904) 633-6509

- Premium services provided

CENTURYLINK FIELD

CenturyLink Field
Home of the Seattle Seahawks
2006 - Present

800 Occidental Avenue
Seattle, Washington 98134

Peter McLoughlin
President
Seattle Seahawks and Sounders
(425) 203-8005

- All dining services provided

DODGER STADIUM

Dodger Stadium
Home of the Los Angeles Dodgers
2000 - Present

1000 Elysian Park Avenue
Los Angeles, California 90012

Peter Wilhelm
Chief Financial Officer
Los Angeles Dodgers
(323) 224-1555

- All dining services provided

Ford FORD FIELD

Ford Field
Home of the Detroit Lions
2002 - Present

2000 Brush Street
Detroit, Michigan 48226

Thomas Lewand
President
Detroit Lions
(313) 262-2288

- All dining services provided

CHASE FIELD

Chase Field
Home of the Arizona Diamondbacks
2001 - Present

401 East Jefferson
Phoenix, Arizona 85004

Derrick Hall
President & Chief Executive Officer
Arizona Diamondbacks
(602) 462-6444

- All dining services provided

Edward Jones Dome

Edward Jones Dome
Home of the St. Louis Rams
1995 - Present

701 Convention Center Plaza
St. Louis, Missouri 63101

Bob Reif
Executive Vice President of Sales &
Marketing / Chief Marketing Officer
St. Louis Rams
(314) 516-8742

- All dining services provided

GEORGIA DOME

Georgia Dome
Home of the Atlanta Falcons
2002 - Present

One Georgia Dome Drive
Atlanta, Georgia 30313

Carl Adkins
General Manager
Georgia Dome
(404) 223-9200

- All dining services provided

STADIUMS

Lambeau Field
Home of the Green Bay Packers
2002 - Present

1201 Lombardi Avenue
Green Bay, Wisconsin 54304

Mark Murphy
President & Chief Executive Officer
Green Bay Packers
(920) 569-7500

- All dining services provided

Miami Marlin's Ballpark
Future Home of the Florida Marlins
Opening 2012

Claude Delorme
Senior Vice President,
Stadium Development
Florida Marlins
(305) 626-7401

- All dining services provided

Nationals Park
Home of the Washington Nationals
2009 - Present

1500 South Capitol Street SouthEast
Washington, D.C. 20003

Andrew Feffer
Chief Operating Officer
Washington Nationals Baseball Club
(202) 640-7300

- All dining services provided

PNC Park
Home of the Pittsburgh Pirates
2001 - Present

115 Federal Street
Pittsburgh, Pennsylvania 15212

Frank Coonley
President
Pittsburgh Pirates
(412) 323-5000

- Premium services provided

Raymond James Stadium
Home of the Tampa Bay Buccaneers
2005 - Present

4116 North Himes Avenue
Tampa, Florida 33607

Brian Ford
Vice President of Business Administration
Tampa Bay Buccaneers
(813) 998-3820

- All dining services provided

Rio Tinto Stadium
Home of Real Salt Lake
2008 - Present

9256 South State Street
Sandy, Utah 84070

Bill Manning
President
Real Salt Lake
(801) 727-2710

- All dining services provided

Toyota Park
Home of the Chicago Fire
2006 - Present

7000 South Harlem Avenue
Bridgeview, Illinois 60455

Debra Augle
General Manager
Toyota Park
(708) 496-6721

- Premium services provided

U.S. Cellular Field
Home of the Chicago White Sox
1982 - Present

333 West 35th Street
Chicago, Illinois 60616

Howard Pizer
Executive Vice President
Chicago White Sox
(312) 674-5501

- Premium services provided

Wrigley Field
Home of the Chicago Cubs
1986 - Present

1060 West Addison
Chicago, Illinois 60613

Crane Kenney
Vice President
Chicago Cubs
(773) 404-4068

- All dining services provided

Aces Ballpark
Home of the Reno Aces
2009 – Present

250 Evans Street
Reno, Nevada 89501

Stuart Katzoff
President & Managing Partner
Reno Aces
(212) 888-1299

- All dining services provided

Florida Citrus Bowl
Home of University of Florida's Golden Knights
1995 - Present

1610 West Church Street
Orlando, Florida 32805

Allen Johnson
Director
Orlando Centroplex
(407) 849-2050

- All dining services provided

Haymarket Park
Home of the Lincoln Saltdogs
2001 - Present

403 Line Drive Circle
Lincoln, Nebraska 68508

Charlie Meyer
President
Lincoln Saltdogs
(402) 434-1758

- All dining services provided

Home Depot Center
2004 - Present

18400 Avalon Boulevard
Carson, California 90746

Timothy Leiweke
Chief Executive Officer & President
Anschutz Entertainment Group
(213) 742-7101

- All dining services provided

Ripken Stadium
Home of the Aberdeen Ironbirds
2002 - Present

873 Long Drive
Aberdeen, Maryland 21001

Jeff Eiseman
Vice President
Aberdeen Iron Birds
(410) 297-9292

- All dining services provided

Silver Cross Field
Home of the Joliet Slammers
2011 - Present

1 Mayor Art Schultz Drive
Joliet, Illinois 60432

John Dittrich
General Manager & President
Joliet Slammers
(815) 722-2287

- All dining services provided

TD Ameritrade Park
2011 - Present

1200 Mike Fahey Street
Omaha, Nebraska 68102

Roger Dixon
President & Chief Executive Officer
Metrpolitan Entertainment and
Convention Authority
(402) 341-1500

- All dining services provided

ENTERTAINMENT DESTINATIONS

Billie Jean King National
Tennis Center
2006 - Present

Flushing Meadows Park
Flushing, New York 11368

Danny Zausner
Managing Director
Billie Jean King National
Tennis Center
(718) 760-6200

• All dining services provided

Bob Carr Performing Arts Centre
2001 - Present

401 West Livingston Street
Orlando, Florida 32801

Allen Johnson
Director
Orlando Centroplex
(407) 849-2050

• All dining services provided

Centennial Olympic Park
2005 - Present

285 International Boulevard Northwest
Atlanta, Georgia 30313

Mark Banta
General Manager
Georgia World Congress Center
(404) 223-4000

• All dining services provided

Cathedral of Our Lady of the Angels
2003 - Present

555 West Temple Street
Los Angeles, California 90012

Archbishop Jose Gomez
(213) 637-7288

• All dining services provided

Chicago Park District
2007 - Present

541 North Fairbanks
Chicago, Illinois 60611

Tim Mitchell
General Superintendent &
Chief Executive Officer
(312) 742-4825

• All dining services provided

Comerica Theatre
2005 - Present

400 West Washington Street
Phoenix, Arizona 85004

Terry Burke
President of SW Region Live Nation
(602) 870-5300

• All dining services provided

DTE Energy Music Theatre
2009 - Present

7774 Sashabaw Road
Clarkston, Michigan 48348

Mario Etemad
Exectutive Vice President
Palace Sports & Entertainment
(248) 377-8618

• All dining services provided

Grand Piazza
2006 - Present

1431 West Taylor Street
Chicago, Illinois 60607

George Randazzo
Founder & Chairman
(312) 226-5566

Harley-Davidson Museum
2008 - Present

401 West Canal Street
Milwaukee, Wisconsin 53204

Eric McGraw
Museum Director
Harley-Davidson Museum
(414) 287-2826

Hershey's Chicago
2005 - Present

822 North Michigan Avenue
Chicago, Illinois 60611

Lael Moynihan
Director, Retail Attractions
(717) 534-7619

- Retail, Bake Shoppe and Café

Indian Wells Tennis Garden
2008 - Present

78200 Miles Avenue
Los Angeles, California 92210

Steve Simon
Tournament Director &
Chief Operating Officer
Indian Wells Tennis Garden
(760) 200-8404

- All dining services provided

Lincoln Park Zoo
1998 - Present

2230 North Cannon Drive
Chicago, Illinois 60614

Kevin Bell
President & Chief Executive Officer
Lincoln Park Zoo
(312)742-2000

- All dining services provided

Meadow Brook Music Festival
2009 - Present

3554 Walton Boulevard
Rochester Hills, Michigan 48309

Mario Etemad
Executive Vice President
Palace Sports & Entertainment
(248) 377-8618

- All dining services provided

Milwaukee Theatre
2003 - Present

500 W. Kilbourne Avenue
Milaukee, Wisconsin 53203

Richard Geyer
President & Chief Executive Officer
Wisconsin Center District
(414) 908-6050

- All dining services provided

Nokia Theatre L.A. LIVE
2007 - Present

777 Chick Hearn Court
Los Angeles, California 90015

Timothy Leiweke
Chief Executive Officer & President
Anshutz Entertainment Group
(213) 742-7101

- All dining services provided

PGA of America
2006 - Present

100 Avenue of the Champions
Palm Beach Garden, Florida 33410

Kerry Haigh
Managing Director of Tournaments
PGA of America
(561) 624-8429

- All dining services provided

Ravinia Music Festival
1982 - Present

418 Sheridan Road
Highland Park, Illinois 60035

Welz Kauffman
President & Chief Executive Officer
Ravinia Music Festival
(847) 432-7550

- All dining services provided

WaMu Theater
2006 - Present

800 Occidental Avenue
Seattle, Washington 98134

Peter McLoughlin
President
Seattle Seahawks and Sounders
(425) 203-8005

- All dining services provided

ENTERTAINMENT DESTINATIONS

WELLS FARGO
CHAMPIONSHIP

Wells Fargo Championship
2006 - Present

3700 Glen Eagles Road
Charlotte, North Carolina 28210

Kym Hougham
Tournament Executive Director
Wells Fargo Championship
(704) 552-1800

- All dining services provided

ARLINGTON PARK
A Churchill Downs Company

Arlington Park
1999 - Present

2200 Euclid Avenue
Arlington Heights, Illinois 60006

Tony Petrillo
General Manager
Arlington Park
(847) 385-7753

- All dining services provided

TRACKSIDE

Arlington Park Trackside
1999 - Present

2200 Euclid Avenue
Arlington Heights, Illinois 60006

Tony Petrillo
General Manager
Arlington Park
(847) 385-7753

- All dining services provided

CHURCHILL DOWNS

Churchill Downs
Home of the Kentucky Derby
2001 - Present

700 Central Avenue
Louisville, Kentucky 40208

Kevin Flanery
President
Churchill Downs
(502) 636-4859

- All dining services provided

MOTOR SPEEDWAYS

Atlanta Motor Speedway
2002 - Present

1500 Tara Place
Hampton, Georgia 30228

Ed Clark
President & General Manager
Atlanta Motor Speedway
(770) 946-3921

- All dining services provided

Bristol Motor Speedway
2002 - Present

151 Speedway Boulevard
Bristol, Tennessee 37620

Jerry Caldwell
Executive Vice President &
General Manager
Bristol Motor Speedway
(423) 989-6947

- All dining services provided

Chicagoland Speedway
2006 - Present

500 Speedway Boulevard
Joliet, Illinois 60433

Scott Paddock
President
Chicagoland Speedway & Route 66 Raceway
(815) 722-5500

- All dining services provided

Charlotte Motor Speedway
2001 - Present

5555 Concord Parkway South
Concord, North Carolina 28027

Marcus Smith
President & Chief Executive Officer
SMI
(704) 455-4369

- All dining services provided

Infineon Raceway
2002 - Present

29355 Arnold Drive
Sonoma, California 95476

Steve Page
President & General Manager
Infineon Raceway
(707) 938-8448

- All dining services provided

Kentucky Speedway
2009 – Present

1 Speedway Drive
Sparta, Kentucky 41086

Marcus Smith
President & Chief Executive Officer
SMI
(704) 455-4369

- All dining services provided

Las Vegas Motor Speedway
2002 - Present

7000 Las Vegas Boulevard
Las Vegas, Nevada 89115

Chris Powell
Executive Vice President &
General Manager
Las Vegas Motor Speedway
(702) 632-8232

- All dining services provided

New Hampshire Motor Speedway
2010 - Present

1122 Route 106 North
Loudon, New Hampshire 03307

Jerry Gappens
Executive Vice President &
General Manager
(603) 513-5703

- All dining services provided

Route 66 Raceway
2003 - Present

500 Speedway Boulevard
Joliet, Illinois 60433

Scott Paddock
President
Chicagoland Speedway &
Route 66 Raceway
(815) 722-5500

- All dining services provided

TEXAS MOTOR SPEEDWAY

Texas Motor Speedway
2002 - Present

3545 Lone Star Circle
Fort Worth, Texas 76177

Eddie Gossage
President & General Manager
Texas Motor Speedway
(817) 215-8580

- All dining services provided

MINIMUM EXPERIENCE REQUIREMENTS

COLLEGES & UNIVERSITIES

Iowa State University
Home of the Cyclones
2010 - Present

Ames, Iowa

Jamie Pollard
Director of Athletics
Iowa State University
(515) 294-0123

- All dining services provided

Purdue University
Home of the Boilermakers
2010 - Present

West Lafayette, Indiana

Glenn Tompkins
Senior Associate Athletic Director
Purdue University
(765) 494-3189

- All dining services provided

University of Missouri
Home of the Tigers
2010 - Present

Columbia, Missouri

Michael Alden
Director of Athletics
Mizzou Athletics
(573) 882-2055

- All dining services provided

5.1.3

DESCRIBE HOW YOUR FIRM HAS A COMPETITIVE ADVANTAGE OVER OTHER FIRMS OFFERING THE SAME SERVICES AND HOW THOSE SERVICES WOULD BE UNIQUE TO THE ACCD.

Every partner we work with is truly unique, offering exciting challenges, from serving world leaders at the G20 Summit at the David L. Lawrence Convention Center, to wining and dining the stars walking the red carpet at the Kentucky Derby, to welcoming the 50,000 attendees attending the Egg and Poultry Show annually at the George World Congress Center. The complexity and spontaneity found in all our relationships leads us to find new and creative ways to respond to the challenges we face each day and that is part of what we love so much about our business.

We believe that one of our most complex clients is our relationship with the Wisconsin Center District (WCD). The WCD facility is a multifaceted property that includes an historical theater, with space for up to 350 guests in the Grand Rotunda; the US Cellular Arena, that can host special events and sporting events for up to 1500 in the arena bowl; and the Frontier Airlines Convention Center that can accommodate up to for 2,500 in the ballroom.

The Wisconsin Center District is unique and complex in that it serves a wide and diverse user group from Broadway Shows to consumer shows to convention attendees. Within the facility is a historical theater where we host events for 350 guests for a Gala in the Grand Rotunda, the US Cellular Arena that hosts sporting events in the arena up to 1500 in the bowl, and the Frontier Airline Convention Center with 188,000 square feet of exhibit space.

5.1.4

DESCRIBE THE SERVICES YOU PROVIDE TO YOUR MOST COMPLEX CLIENT AND WHY YOU CONSIDER THIS ACCOUNT TO BE COMPLEX.

We believe that one of our most complex clients is our relationship with the Wisconsin Center District (WCD). The WCD facility is a multifaceted property that includes an historical theater, with space for up to 350 guests in the Grand Rotunda; the US Cellular Arena, that can host special events and sporting events for up to 1500 in the arena bowl; and the Frontier Airlines Convention Center that can accommodate up to for 2,500 in the ballroom.

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At the heart of our success with Wisconsin Center District is simply "Partnership" in every sense of the word. Supporting our partner, Dick Geyer, President of the Wisconsin Center District and his entire organization at all levels with all of our resources and assets from purchasing, to human resources, to marketing and public relations, has created a deeply successful relationship. We also take the same approach in partnership with our show managers in that we understand their event is the most important thing to them. We diligently take the time to understand their needs inside and out and ensure that every possible resource is at their disposal, providing the right level of support in order to create a seamless event.

At the end of the day, what has made us extremely successful is that we pay attention to the one thousand details which is what sets us apart from all others. We care deeply about everything our guests taste, touch, see and experience and it is that zeal for great food and warm hospitality that creates the Levy Difference.

5.1.5

DESCRIBE ANY EXPERIENCE THE PROPOSER HAS HAD WITHIN THE PAST FIVE YEARS OF MANAGING MORE THAN ONE VENUE IN THE SAME CITY OR COUNTY (I.E. A CONVENTION CENTER, MAJOR HOTEL, RESTAURANTS, STADIUM/ARENAS AND OTHER FACILITIES).

Levy Restaurants has a vast amount of experience with in the past five years operating more than one venue or county. For example in;

CURRENTLY IN MILWAUKEE – we operate the Frontier Airlines Convention Center, the US Cellular Arena, the Milwaukee Theater, and the Bradley Center

CURRENTLY IN OMAHA – we operate the Century Link Arena, the Century Link Convention Center, TD Ameritrade Park and Portovino Restaurants for Mutual of Omaha

CURRENTLY IN ORLANDO – we operate several restaurants for at Walt Disney World as well as the Amway Center

CURRENTLY IN ATLANTA – we operate the Georgia World Congress Center, the Georgia Dome, Philips Arena, Googie Burger Restaurants, and Centennial Olympic Park

These are just a few examples of our experience operating more than one venue in the same city or county. In all cases, we are able to leverage our resources and staffing delivering incredible operating efficiencies for our partners.

5.1.6

INDICATE ANY OTHER EXPERIENCE THAT DETAILS THE QUALIFICATIONS OF THE PROPOSER FOR THE PERFORMANCE OF THE POTENTIAL CONTRACT.

It all starts at Levy Innovations, where an in-house team focuses on responsible business development, creativity and strategic design thinking. When these elements are combined correctly, they bring trends and well thought out guest experiences to life – all with a sustainable point of difference.

Our guiding belief is that "nobody is as smart as everybody," and it's put into practice when team members from every discipline "gather 'round the table." Such a diverse team ensures that our ideas work from guest, culinary, design, event, operational and financial points of view. As strategic design thinkers, culinary gurus and trend watchers (and trend makers) we work diligently to solve food and food-related challenges, connecting the dots that define distinct differences in cuisine, décor, ambiance and overall guest experiences. To maximize innovation in the guest experiences we create, the Levy Innovations team fully engages with our partners' teams, working collaboratively to define unique solutions that fit their needs and their guests' preferences.

MINIMUM EXPERIENCE REQUIREMENTS

OUR PROCESS :

To create each partner's signature experiences, we first conduct a collaborative Visioning Session with the team to define a shared strategy based on partner needs and local points of difference. We bring genuine value to the table by putting guests' needs and ultimate satisfaction at the heart of every decision we make with our partners.

From this shared strategy, we then create the partner's unique Guest Experience DNA. On this strategic platform, we build premium experiences based on the insights of trade customers, designers and key influencers. By using the DNA as a filter, we can ensure that these experiences all share the same "voice," resulting in desired interactions, behaviors and outcomes. To further impress our partners' guests and evoke a special sense of place, we develop signature concepts, defining elements and connecting sensory touch points that represent each venue's Innovative Points of Distinction. The results are winning experiences that instantly engage and transport our partners' guests, from their first impressions to the lasting ones they take home with them.

Once a shared vision, unique Guest Experience DNA and Innovative Points of Distinction have been defined and established, we consistently develop and deliver memorable experiences that fulfill our partners' objectives by engaging their guests through original approaches that showcase branded solutions.

OUR EXPERIENCE & RESOURCES:

Here at Levy Innovations, we offer the best of the best in all categories to make your experience more incredible. We look forward to using all of our talents and resources, noted below, to brainstorm conceptual ideas with you.

OUR DEVELOPMENT PLAYGROUND

Our Innovations Kitchen is fired up daily, as chefs work collaboratively to develop signature items based on trends, regional preferences and seasonality. Our partners take part in lively interactive cooking, and then gather 'round the table in the Tasting Room to enjoy their creations.

Our Innovations Tasting Room, located adjacent to the kitchen, comfortably seats 22 people and incorporates state-o-the-art technology. It's ideal for presentations and group tastings, and for hosting brainstorming sessions.

As a hardworking, fun-spirited team, Levy Innovations creates unique guest experiences based on 360° thinking, robust ideation sessions and the collective desire to deliver business solutions.

5.1.7

DESCRIBE EXPERIENCE WORKING IN A PUBLICLY OWNED FACILITY UNDER A MANAGEMENT FEE ARRANGEMENT.

Levy Restaurants works with many management fee arrangements. Those that we work with that are publicly owned are as follows:

- America's Center Convention Center – St. Louis, Missouri
- Boston Convention Center – Boston, Massachusetts
- Bradley Center – Milwaukee, Wisconsin
- CenturyLink Center OMAHA – Omaha, Nebraska
- Chicago Park District – Chicago, Illinois
- Frontier Airlines Center – Milwaukee, Wisconsin
- Georgia World Congress Center – Atlanta, Georgia
- Lincoln Park Zoo – Chicago, Illinois
- Milwaukee Theatre – Milwaukee, Wisconsin
- TD Ameritrade Park – Omaha, Nebraska
- U.S. Cellular Arena – Milwaukee, Wisconsin

5.1.8

SHELTER EXPERIENCE

When Hurricane Ike hit the gulf coast of Texas on Sept. 13, 2008, its 110-mile-per-hour hurricane-force winds mowed down 50-foot-tall trees and flooded coastal areas and caused major electricity outages. The impact on Houston - the fourth-largest city in the nation, was huge. Damage was estimated at $54 billion, which would make Ike one of the costliest U.S. storms ever.

During the course of the storm the Toyota Center became a shelter for families, including their pets. The building used suites as a hotel room and checked the families into their "rooms" so that we could track everyone's location. For 4 days the Levy team prepared breakfast, lunch and dinner for hundreds of people. The biggest challenge with this was managing product and keeping everything secure. Levy secured all equipment and supplies from the event level which is 30 feet below ground. This included breaking down all of our servers and moving our entire food product from the event level to the Club level. Levy setup service headquarters on the Club level with food and water secured so that we could support feeding on average 150 people per meal. In addition to working with the building staff, Levy provided ice for employees who were without electricity at their homes.

The menu we provided for was a simple fare, but one we were able to provide at no charge, given it was menu items originally prepped for an upcoming concert that was cancelled as a result of the Hurricane moving into the area.

- Fajitas
- Fruit and Cheese Platter
- Chicken Tenders
- Hot Dogs
- Deli Meats
- Rosemary Garlic Chicken
- Cookies

The Toyota Center also provided gas for the employees due to service stations being closed with no electricity and had an option to get their prescriptions filled if their pharmacies were closed.

5.1.9

MANY OF THE EVENTS AT THE ACCD ARE CATERED AND INVOLVE THE CREATION OF SPECIAL MENUS. DETAIL YOUR FIRM'S CATERING EXPERIENCE AT OTHER FACILITIES. INCLUDE SAMPLE MENUS AND PRICES. PLEASE DESCRIBE HOW YOU PROPOSE TO WORK WITH EVENT SPONSORS TO CREATE SPECIALTY EVENT CATERING.

Levy Restaurants overall approach to the catering experience combines our culinary expertise, major event experience and industry-leading innovation to create a truly collaborative partnership with our event sponsors. Because we live the restaurant business every day, we are able to advise our guests on the most creative menu options so they may fondly remember their event long after they have departed.

It is Levy Restaurants philosophy that great events take careful consideration and planning, with that in mind, our discussions begin as early as possible with our event clients. The dialogue begins with the client's objective of the event and how we can collaborate to achieve their vision. Our experience has shown us the following topics are key discussion points when creating a menu:

- Event Sponsor Budget
- Flavors including regional, seasonal, exotic, ethnic, thematic
- Service Style – Family style, Chef Table, Plated or Stations
- Group Demographic – Men, Women, Children, International, Age Group
- Dietary Requirements - Kosher, Vegetarian, Halal, Vegan , Gluten Free
- Course Selections- Hors D'oeuvres, Soup, Fruit and Cheese, Appetizer, Salad, Pasta, Entrée ,Dessert
- Logistics and Seating Design
- Program Timing
- Alcohol Requirements : Full Bar, Specialty Wine with Dinner, Specialty cocktails

MINIMUM EXPERIENCE REQUIREMENTS

Upon completion of a successful event sponsor meeting the "Chef Tastings" are a key ingredient to the sales process and building a relationship with the event clients. Levy's team of chefs enjoy engaging the client in

tastings to showcase their wide variety of options and ensure successful preparation for each event. In partnership with event sponsors and our team, we are committed to creating the perfect menu, tailored to each distinctive event.

SPECIFIC EXAMPLES INCLUDE:

As the largest world leader summit ever held in the US, the G-20 Summit hosted 22 countries, 11 International organizations, 25 heads of state and an attendance of 5500. Levy Restaurants drew on our multifaceted culinary talent to provide unique menus for 100 world leaders, 20 spouses, 700 delegates, 75 interpreters, 3,800 media personnel, 250 US media members as well as many support show staff. Local and sustainable products were of significance to show organizers. As a result, we utilized our "Farm to Fork" campaign with every element represented from our roof top garden produce and products to local farms/suppliers and compostable serviceware. An assortment of service styles were utilized from plated service, our own Chef Table concept and unique bento boxes.

LEADER'S DINING ROOM & LOUNGE

VIP MEAL: Olive Oil Poached Alaskan Halibut Succotash, German Butter Ball Potatoes

BENTO BOX: Mixed Baby Lettuce, Kalamata Olives, Haricot Vert, Boiled Cage Free Eggs, French Fingerlings, Sliced Tuscan Chicken Breast, Red and Yellow Tear Drop Tomatoes, Champagne Vinaigrette, Key Lime Tart

DELEGATION CATERING: Locally Baked Breads and Rolls Naan and Whole-Grain Flatbreads, Seasonal Fruit, Barley, Pears, Chicken and Walnut Salad, Drizzled with light ginger-honey vinaigrette, Grilled Peach and Local Goat Cheese Salad, White balsamic vinaigrette, Chef Carved New York Strip Loin, Horseradish sauce, red onion jam, lemon tarragon aioli, Oven Roasted Turkey Breast, Cranberry, apricot chutney, Dijonaise, herb mayonnaise, Seared Halibut with Ginger, Lemon and Garam Masala, Grilled Breast of Chicken, Tomato basil relish, Potatoes Dauphinoise, Steamed Basmati Rice, Broccolini, Succotash, Red Velvet Cake, White Chocolate Raspberry Cheesecake, Key Lime Pie

G-20 SUMMIT
SEPTEMBER, 2009
5500 GUESTS
DAVID L LAWRENCE CONVENTION CENTER, PITTSBURGH, PA

VIP MENU

PLATED MEAL FEATURING OUR FARM TO FORK CONCEPT

Local Garden Salad with Truffle Vinaigrette

OLIVE OIL POACHED ALASKAN HALIBUT

with Succotash and German Butter Ball Potatoes

- AND -

ROULADE OF PARK FARMS FREE RANGE CHICKEN

With Roof top Vegetables and Pommes Fondant

LAVENDER BUTTERMILK PANNA COTTA

With Apple Crumble and Spiced Caramel

DEPUTY FINANCE MINISTER MENU

Served in Bento Boxes

MIXED BABY LETTUCE

With Kalamata Olives, Haricot Vert, Boiled Cage Free Eggs, French Fingerling Potatoes, Sliced Tuscan Chicken Breast, Red and yellow Tear drop Tomatoes and Champagne Vinaigrette

KEY LIME TART

DELEGATION CATERING CHEF TABLE STYLE

SEASONAL FRUIT

BARLEY, PEARS, CHICKEN AND WALNUT SALAD

Drizzled with light ginger-honey vinaigrette

GRILLED PEACH AND LOCAL GOAT CHEESE SALAD

White balsamic vinaigrette

LOCALLY BAKED BREADS AND ROLLS

Naan and Whole-Grain Flatbreads

CHEF CARVED NEW YORK STRIP LOIN

Horseradish sauce, red onion jam, lemon tarragon aioli

OVEN ROASTED TURKEY BREAST, CRANBERRY

Apricot chutney, Dijonaise, herb mayonnaise

SEARED HALIBUT

with Ginger, Lemon and Garam Masala

GRILLED BREAST OF CHICKEN

Tomato basil relish

ACCOMPANIMENTS

Potatoes Dauphinoise
Steamed Basmati Rice
Broccolini
Succotash

DESSERTS

Red Velvet Cake
White Chocolate Raspberry Cheesecake
Key Lime Pie

Ascension Health Care recently held their National Director's Meeting Opening Reception at America's Center and wanted to "WOW" their guests with a taste of St Louis. After several creative meetings with the group, Levy Restaurants was inspired to create a menu reflecting four distinct St Louis neighborhood cultures. The Levy team of chefs enjoyed engaging the client in one on one chef tastings to showcase their wide variety of options. Individual facades of each neighborhood were built to mirror each food item to further complement the menu items.

ASCENSION HEALTH CARE
OCTOBER 12, 2010
1000 GUESTS
AMERICA'S CENTER – ST. LOUIS, MO
PRICE: 50.95 PER PERSON PLUS SERVICE CHARGE AND TAX

RECEPTION MENU

"ON THE HILL"

CARAMELIZED ONION WITH TALEGGIO BRUSCHETTA

PROSCIUTTO AND MASCARPONE BRUSCHETTA

TASTE OF THE MEDITERRANEAN

Marinated artichokes, prosciutto ham, olives, feta cheese, roasted peppers, tomatoes, romaine and hummus with focaccia and pita bread

PASSED:

ST. LOUIS FAMOUS TOASTED RAVIOLI

With marinara sauce

ST. LOUIS FAMOUS TOASTED CANNELLONI

With marinara Sauce

CAPRESE SKEWERS

With Balsamic Reduction

"SOULARD FARMERS MARKET"

FRESH DIPS & SPREADS

Roasted garlic and artichoke, white bean and blue cheese spread, sun dried tomato mascarpone, served with flat breads, crostini and pita

CHEF'S GARDEN FRESH SALAD

With Parmesan Peppercorn Dressing

CHEF'S CHOP SALAD

With Red Wine Vinaigrette

ARTISAN CHEESE AND FRUIT BOAR

Chef's selection domestic and imported cheeses, with dried cherries, clover honey, apricots, lavosh, assorted crackers and gourmet flat bread

SPRING VEGETABLE CRUDITÉS

Seasonal vegetable with chili lime crema and ranch dipping sauce

"CENTRAL WEST END MERGING CULTURES"

WINGS SAMPLER

Barbeque, Buffalo & Teriyaki

VEGETABLE SPRING ROLLS

Served with Ginger Soy Dipping Sauce

ANDOUILLE SAUSAGE EN CROUTE

Spicy sausage and pommery mustard in puff pastry

PORTOBELLO MUSHROOM SKEWER

Sweet peppers, pesto and balsamic vinegar

SALMON SATAY

Ginger Soy Dipping Sauce

"THE DELMAR LOOP"

MINI CHEESEBURGERS

Cheddar cheese with our own secret sauce with bakery fresh Rolls

MINI HOT DOGS

Onions, relish, mustard and ketchup with bakery fresh Rolls

BBQ PORK SLIDERS & PULLED BBQ CHICKEN SLIDERS

Bakery fresh roll, creamy slaw and pickle chip

Boston Convention and Exposition Center was recently host to Choice Hotels International's Annual Franchise Holders Gathering. The attendees assembled from all over the world in Boston. Over 50 percent of the group were internationally based and therefore had unique dietary requirements. The event spanned two days with breakfast, lunch, dinner and break service. As an example of Levy Restaurants constant planning, preparation and flexibility we were able to serve 4500 guests including 900 specialty Indian cuisine, 1250 specialty Vegetarian Indian cuisine, 6 gluten free, 4 vegetarian, 9 no red meat/fish, 2 dairy free, 3 diabetic , 8 no spices or nuts ,1 no citrus and 5 kosher. Highlighted below is the gala reception and dinner service.

CHOICE HOTELS
MAY 19, 2011
4500 GUESTS
BOSTON CONVENTION AND EXPOSITION CENTER – BOSTON, MA

RECEPTION PRICE: 3.75- 5.50 PER PIECE
PASSED: 5.00-8.00 PER PERSON STATIONS PLUS SERVICE CHARGE TAX
PLATED DINNER PRICE: 110.00 PER PERSON PLUS SERVICE CHARGE AND TAX

BUTLER PASSED - RECEPTION MENU

1 HOUR RECEPTION 6:15PM-7:15PM

CARAMELIZED ONION AND PHYLLO
Walnut and blue cheese 3.75 per piece

MINT PESTO LAMB MEATBALL
Glazed carrot 4.50 per piece

POTATO WRAPPED SHRIMP
4.50 per piece

ROASTED CHICKEN SALTIMBOCCA
Lemon garlic sauce 4.00 per piece

PEPPERED MELON
Goat cheese, pistachio, prosciutto 4.00 per piece

FIG AND CARAMELIZED ONION TARTLET
Maytag bleu cheese 4.00 per piece

"PULLED" DUCK CONFIT
Gingered peach, crisp rice noodle 5.50 per piece

STATIONS - DISPLAYS

ARTISAN CHEESE DISPLAY

Local specialty and imported cheeses served with honey and chutney, accompanied by crackers and flatbreads 8.00 per person

FARMERS MARKET VEGETABLES AND DIPS

Fresh, crisp vegetables to dip into buttermilk ranch and chili-lime crème 5.00 per person

PLATED DINNER MENU

TABBOULEH SALAD

Topped with pickled daikon wrapped greens with fire-roasted vegetables, "popcorn" falafel croutons, tzatziki dressing

LEMON-GARLIC CHICKEN "OSCAR" AND CHIANTI BRAISED BONELESS BEEF SHORT RIB

Seared chicken topped with our signature crab cake and grilled jumbo asparagus, slow-cooked beef short rib with polenta cake, spring vegetables

DARK CHOCOLATE "SOLO"

Raspberry compote and almond tuille

5.1.10

PROVIDE A SUCCINCT DESCRIPTION OF WHY YOUR COMPANY IS THE BEST-QUALIFIED CHOICE TO MANAGE THE FOODSERVICE OPERATIONS AT ACCD. INDICATE SPECIFIC SERVICES, PRODUCTS OR RELATIONSHIPS WITH OTHER PARTNERS THAT WOULD ADD VALUE TO THE ACCD OPERATION.

We believe Levy Restaurants is the most qualified choice to manage the food service operations at the Austin Convention Center and Palmer Event center because of our:

PEOPLE – At Levy Restaurants, our people are our most important ingredient. Larry Levy refers to them as "our special sauce". All of our people are deeply committed to the professional and personal growth of each of our team members. A culture of learning promotes excitement and engagement, and consistently challenges us to a higher level of performance. Levy Restaurants' custom training experience for each property directly connects the local culture to the values of "The Levy Difference" and is designed to ensure every team member can exceed the guest expectations of the food experience by clearly defining it and thoroughly training it. Our People are passionate about what they do, and they are hired and trained to show that passion to everyone, everyday, everywhere.

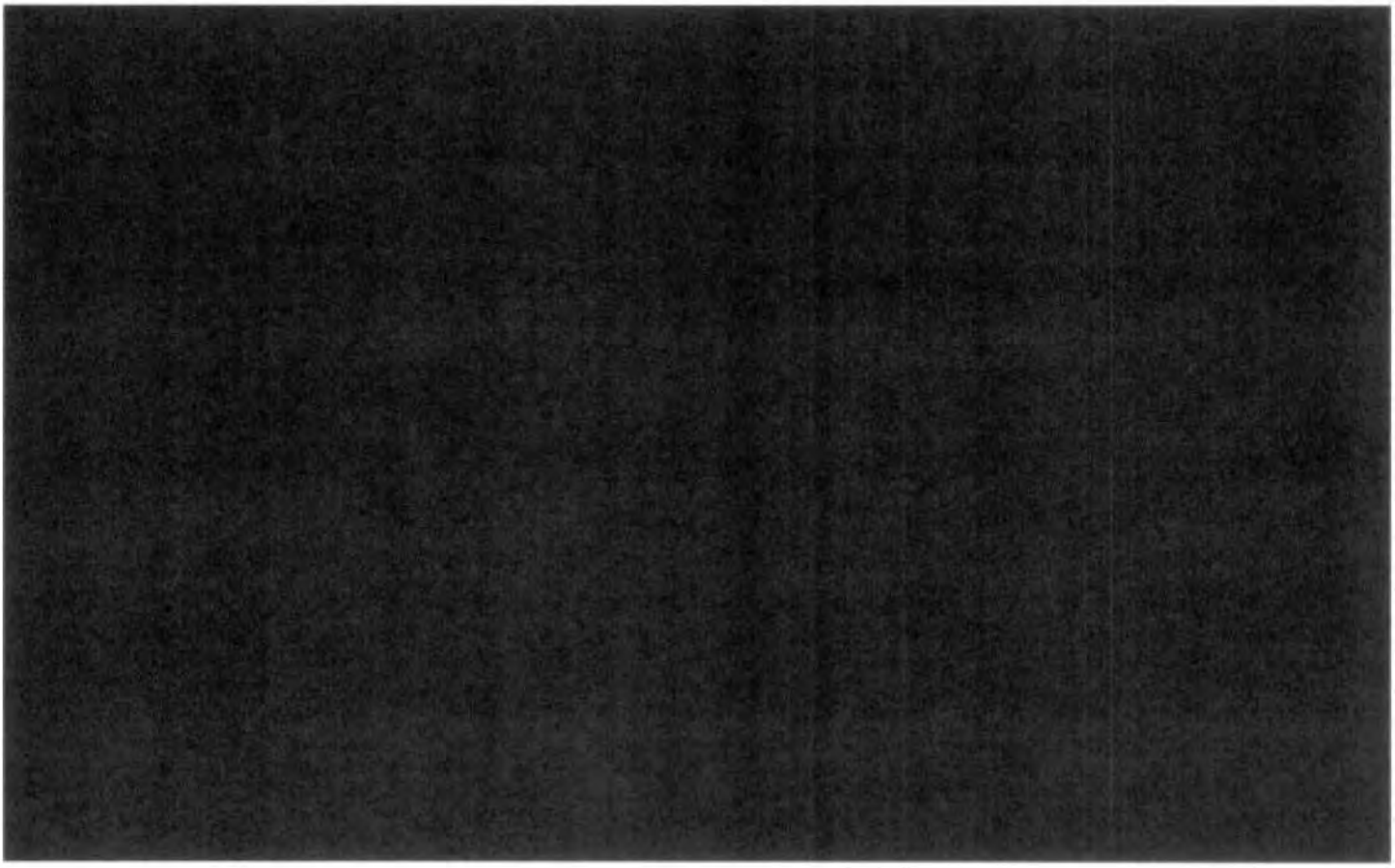
CULTURE – "We hire only nice people." Our culture is build around this hiring practice. It is perpetuated and embraced through our fundamental training creed that "Yes is the answer. What is the question?" Every team members believes that we are in the business of taking care of our guests. It is ingrained in our culture to make sure that every guest experience is the best it can be, and that is the hospitality that we will bring to the Austin Convention Center.

RESTAURATEUR BACKGROUND – At Levy Restaurants, we are a family of passionate restaurateurs. This collective

mindset is what sets us apart. We will collaborate with the Austin Convention Center team and show managers as true restaurant partners, not as food service providers. As restaurateurs, we always focus on providing sensory engaging food interactions and regardless of the event size, we will continually contemplate the thousand details that create customized food and beverage experiences that exceed the desires of show managers and their attendees.

COMPASS PARTNERSHIP – We are the restaurant, entertainment and convention center experts of the world's largest foodservice company that provides our partners with the most financially strong partner in the industry. In addition, Compass has vast operations in the Austin market that can readily be called upon to support our local team with both resources and staffing needs. Compass also will become a great resource for sales leads including the booking of their own events. For example, at the Boston Convention Center, they recently booked space for the Compass Community Council meetings.

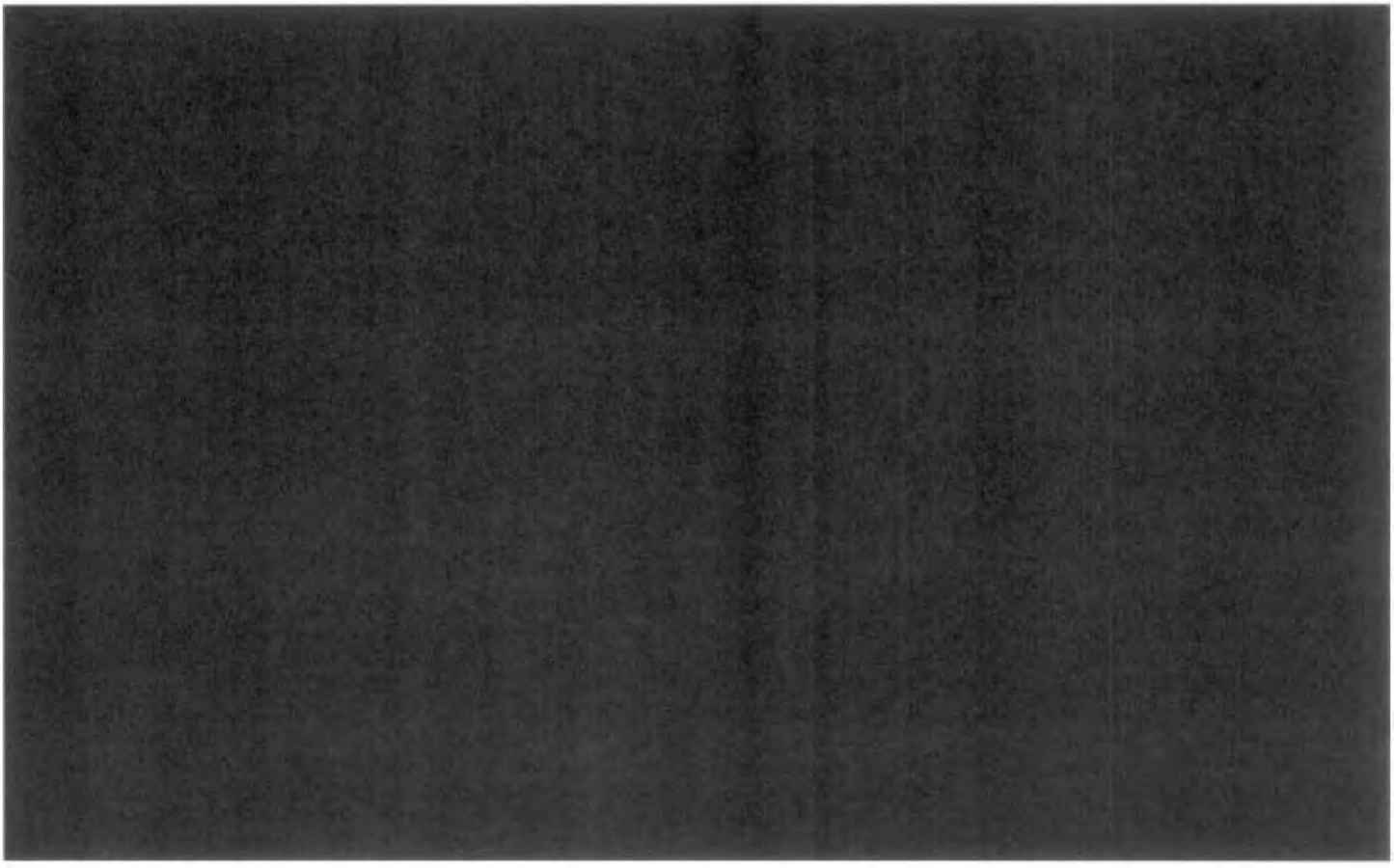
E: REFERENCE REQUIREMENTS



Levy Restaurants

REFERENCE REQUIREMENTS

SECTION 5.2



Levy Restaurants

4 REFERENCE REQUIREMENTS

5.2.1

PROVIDE REFERENCES ON SECTION 0700, REFERENCE SHEET, FROM A MINIMUM OF FIVE CURRENT CLIENTS WHOSE OPERATIONS ARE SIMILAR IN SIZE, SCOPE AND BUSINESS ENVIRONMENT TO ACCD THAT CAN BE CONTACTED REGARDING YOUR SERVICE ABILITIES. THREE OF YOUR REFERENCES SHOULD BE SPECIFIC TO CONVENTION CENTER OPERATIONS OUTSIDE OF THE AUSTIN METROPOLITAN AREA. INDICATE WHAT SERVICES, I.E. CAFETERIAS, CATERING, CONCESSIONS, RESTAURANTS, ETC., THAT YOU PROVIDE.

CITY OF AUSTIN
PURCHASING OFFICE
REFERENCE SHEET
Please Complete and Return This Form with the Offer

Solicitation Number: RFP 8200 PAX0105

Offeror's Name: Levy Premium Foodservice, L.L.C Date: Nov 30, 2011

The Offeror shall furnish, with the Offer, the following information, for at least 5 recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

To add additional references to this form, click the Add Reference Button. ========> Add Reference

Company's Name	Boston Convention & Exhibition Center				
Name of Contact	Kenneth Sinkiewicz	Contact Title	Deputy Director		
Present Address	415 Summer Street				
City	Boston	State	Massachusetts	Zip Code	02210
Telephone Number	(617) 954-2175	FAX Number	(617) 954-2299		
Email Address	ksinkiewicz@massconvention.com				

Company's Name	CenturyLink Center OMAHA				
Name of Contact	Roger Dixon	Contact Title	President & CEO of MECA		
Present Address	455 North 10th Street				
City	Omaha	State	Nebraska	Zip Code	68102
Telephone Number	(402) 341-1500	FAX Number	(402) 599-6988		
Email Address	rdixon@omahameca.com				

Company's Name	Dallas Market Center				
Name of Contact	Bill Winsor	Contact Title	President & CEO		
Present Address	2100 Stemmons Freeway, MS80				
City	Dallas	State	Texas	Zip Code	75207
Telephone Number	(214) 655-7615	FAX Number	(214) 655-7628		
Email Address	bwinsor@dmcmail.com				

6 REFERENCE REQUIREMENTS

Company's Name	Frontier Airlines Center				
Name of Contact	Richard Geyer	Contact Title	Pres & CEO - Wisconsin Cntr District		
Present Address	400 West Wisconsin Avenue				
City	Milwaukee	State	Wisconsin	Zip Code	53203
Telephone Number	(414) 908-6050	FAX Number	(414) 908-6010		
Email Address	rgeyer@wcd.com				

Company's Name	Georgia World Congress Center				
Name of Contact	Frank Poe	Contact Title	Executive Director		
Present Address	285 Andrew Young International Boulevard, NW				
City	Atlanta	State	Georgia	Zip Code	30313
Telephone Number	(404) 849-3600	FAX Number	(404) 223-4011		
Email Address	fpoe@gwcc.com				

City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

SOLICITATION NO RFP 8200 PAX0105

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4, Discrimination in Employment by City Contractors

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

(B) (1) Not to engage in any discriminatory employment practice defined in this chapter.

(2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.

(3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.

(4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.

(5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.

(6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

(7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.**

Sanctions:
Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:
The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 30th day of November 20 11

CONTRACTOR Levy Premium Foodservice, L.L.C.

Authorized Signature

Title Executive Vice President of Development

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION

SOLICITATION NO. RFP 8200 PAX0105

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of $25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:	Levy Premium Foodservice, L.L.C.		
Signature of Officer or Authorized Representative:		Date:	Nov 30, 2011
Printed Name:	Jeffry S. Wineman, Jr.		
Title:	Executive Vice President of Developement, Levy Restaurants		

CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT
SOLICITATION NO. RFP 8200 PAX0105
FOR

Catering and Concession Services for the Austin Convention Center

State of Texas

County of Travis

The undersigned "Affiant" is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:

The term **"Offeror"**, as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:

   a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
   b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.

2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.

5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.

6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:

   a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income.

CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT

b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than $250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror

c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

http://www.ci.austin.tx.us/cityclerk/coi.htm

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

Offeror's Explanation:	

7. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a member of the City Council, a member of a City Board, or any other official, employee or agent of the City, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Contractor's Name:	Levy Premium Foodservice, L.L.C
Printed Name:	Jeffry S. Wineman, Jr.
Title:	Executive Vice President of Development, Levy Restaurants

Signature of Offeror or Authorized Representative:

Subscribed and sworn to before me this 30th day of November, 20 11

Notary Public

My Commission Expires 08/01/15

OFFICIAL SEAL
KATHRYN MCNELIS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/01/15

Michael T. Perlberg
Senior Vice President
General Counsel

November 28, 2011

Ms. Sharon Patterson
Senior Buyer
City of Austin
124 W. 8th Street, Suite 308
Austin, TX 78701

Re: Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit

Dear Ms. Patterson:

Although we believe we can execute the above-referenced affidavit without any explanation and believe that there is no conflict with Chapter 176 of the Texas Local Government Code, in the interest of full disclosure, we understand that someone who works for the City of Austin is married to someone who works for a sister company of Levy Premium Foodservice, LLC, and was a part of assembling the RFP. We understand that this person is no longer involved in the RFP process and was never involved in the selection or evaluation process. We have never had any conversations with this person about the RFP, but wanted to disclose this distant connection in the spirit of total transparency.

Please contact me at (312) 335-5040 if you have any questions. Thank you.

Sincerely,

Michael T. Perlberg
Secretary

Levy Restaurants

980 North Michigan Avenue Chicago, Illinois 60611 (312) 335-5040 FAX (312) 280-2739 mperlberg@levyrestaurants.com

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION
(Please duplicate as needed)

SOLICITATION NO. RFP 8200 PAX0105

Pursuant to the Living Wages and Benefits provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than $11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract:

(1) are compensated at wage rates equal to or greater than $11.00 per hour; and

(2) are offered a health care plan with optional family coverage.

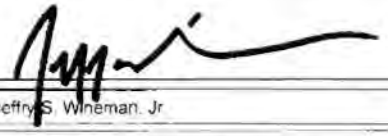
(To add additional employees to this page, click the Add Button.)

	Employee Name	Employee Job Title
Add Delete	No current employees yet assigned for this contract.	

(3) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than $11.00 per hour and offered a health care plan with optional family coverage.

(4) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment.

Contractor's Name:	Levy Premium Foodservice, L.L.C.		
Signature of Officer or Authorized Representative:		Date:	Nov 30, 2011
Printed Name:	Jeffry S. Wineman, Jr.		
Title:	Executive Vice President of Development, Levy Restaurants		

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION

* Employees not yet hired for project.

Contract Number:	
Description of Services:	Catering and Concession Services for the Austin Convention Center
Contractor Name:	Levy Premium Foodservice, L.L.C.

Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than $11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

(1) compensated at wage rates equal to or greater than $11.00 per hour; and
(2) offered a health care plan with optional family coverage.

Employee's Title:			
Signature of Employee:		Date:	
Employee's Printed Name:			

(Witness Signature)

(Printed Name)

City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS
SOLICITATION NO. RFP 8200 PAX0105

A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended.

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "Non-resident Bidder"?

(•) Texas Resident Bidder - A Bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

( ) Non-resident Bidder

Bidder's Name:	Levy Premium Foodservice, L.L.C.		
Signature of Officer or Authorized Representative:		Date:	Nov 30, 2011
Printed Name:	Jeffry J. Wineman, Jr.		
Title:	Executive Vice President of Development, Levy Restaurants		

5.2.2

FOR EACH ACCOUNT, INDICATE THE NUMBER OF YEARS YOU HAVE OPERATED THE ACCOUNT. PROPOSER SHALL INCLUDE NAME, ADDRESS, TELEPHONE NUMBER, YEARS IN BUSINESS, CLIENT'S NAME AND PERMISSION TO CONTACT. PLEASE ENSURE THAT YOUR CLIENT IS WILLING TO ACT AS YOUR REFERENCE.

BOSTON CONVENTION & EXHIBITION CENTER

Designed with input from association and corporate meeting planners as well as trade show producers worldwide, the Boston Convention & Exhibition Center (BCEC) delivers more customer-focused features, greater flexibility, and more state-of-the-art services than any other convention center.

Flexible, easily configured spaces make the BCEC the perfect choice for both large and small-scale events. Exhibitors, presenters, and attendees enjoy the latest high-end support technologies and utilities, plus superior event management - one-stop shopping, with personalized, first-class service, from set up to move out.

LEVY OPERATED: 2010 – PRESENT

All Dining Services Provided

415 Summer Street
Boston, Massachusetts 02210

KENNETH SINKIEWICZ
Deputy Director
Massachusetts Convention Center Authority
Phone: (617) 954-2175
Please contact for a reference.

CENTURYLINK CENTER OMAHA

Since opening in 2003, CenturyLink Center Omaha has elevated the city as a leading Midwest convention destination. The convention center features 194,000 square feet of contiguous exhibition space, more than 63,000 square feet of flexible meeting space and an additional 42,500 square feet of pre-function space.

LEVY OPERATED: 2003 – PRESENT

All Dining Services Provided

455 North 10th Street
Omaha, Nebraska 68102

ROGER DIXON
President & Chief Executive Officer
Metropolitan Entertainment & Convention Authority
Phone: (402) 341-1500
Please contact for a reference.

DALLAS MARKET CENTER

Dallas Market Center is home to approximately 50 trade events annually, many offering the opportunity to buy across product categories. It is a year-round resource, providing buyers access to showrooms and reps week in and week out. What's more, they have the widest range of products and services available to buyers and sellers in order to keep businesses humming.

LEVY OPERATED: 2009 – PRESENT

All Dining Services Provided

2100 North Stemmons Freeway
Dallas, Texas 75207

BILL WINSOR
President & Chief Executive Officer
Dallas Market Center
Phone: (214) 655-7615
Please contact for a reference.

FRONTIER AIRLINES CENTER

FRONTIER AIRLINES CENTER

Opened in 1998 and completed by the end of 1999, the Frontier Airlines Center has 188,695 square feet of contiguous, state-of-the-art exhibit space and a 37,506 square-foot ballroom with capacity for 3,150 diners and ample utilities for corporate theater. An additional 39,364 square feet of meeting space can be partitioned into as many as 28 meeting and breakout rooms equipped for satellite links, video teleconferencing, data transmission and other telecommunications and audio-visual technology.

LEVY OPERATED: 2003 – PRESENT

All Dining Services Provided

400 West Wisconsin Avenue
Milwaukee, Wisconsin 53203

RICHARD GEYER
President & Chief Executive Officer
Wisconsin Center District
Phone: (414) 908-6050
Please contact for a reference.

GEORGIA WORLD CONGRESS CENTER

GEORGIA WORLD CONGRESS CENTER

Located in the heart of downtown Atlanta, the Georgia World Congress Center is one of the world's convention, sports and entertainment venues. The campus consists of 1.4 million square feet of prime exhibit space, 106 meeting rooms, 3 auditoriums and 2 grand ballrooms.

The GWCC opened its doors in 1976 with a total of 750,000 square feet, 350,000 of which were exhibit space. It was expanded in 1985 when 1.1 million square feet were added. With the addition of Phase III in 1992, the facility consisted of 2.5 million square feet. In 2002, the Phase IV expansion added another 420,000 square feet of exhibit space, 29 additional meeting rooms and a new ballroom overlooking a 3.6-acre landscaped plaza, bringing the total amount of prime exhibit space to 1.4 million square feet.

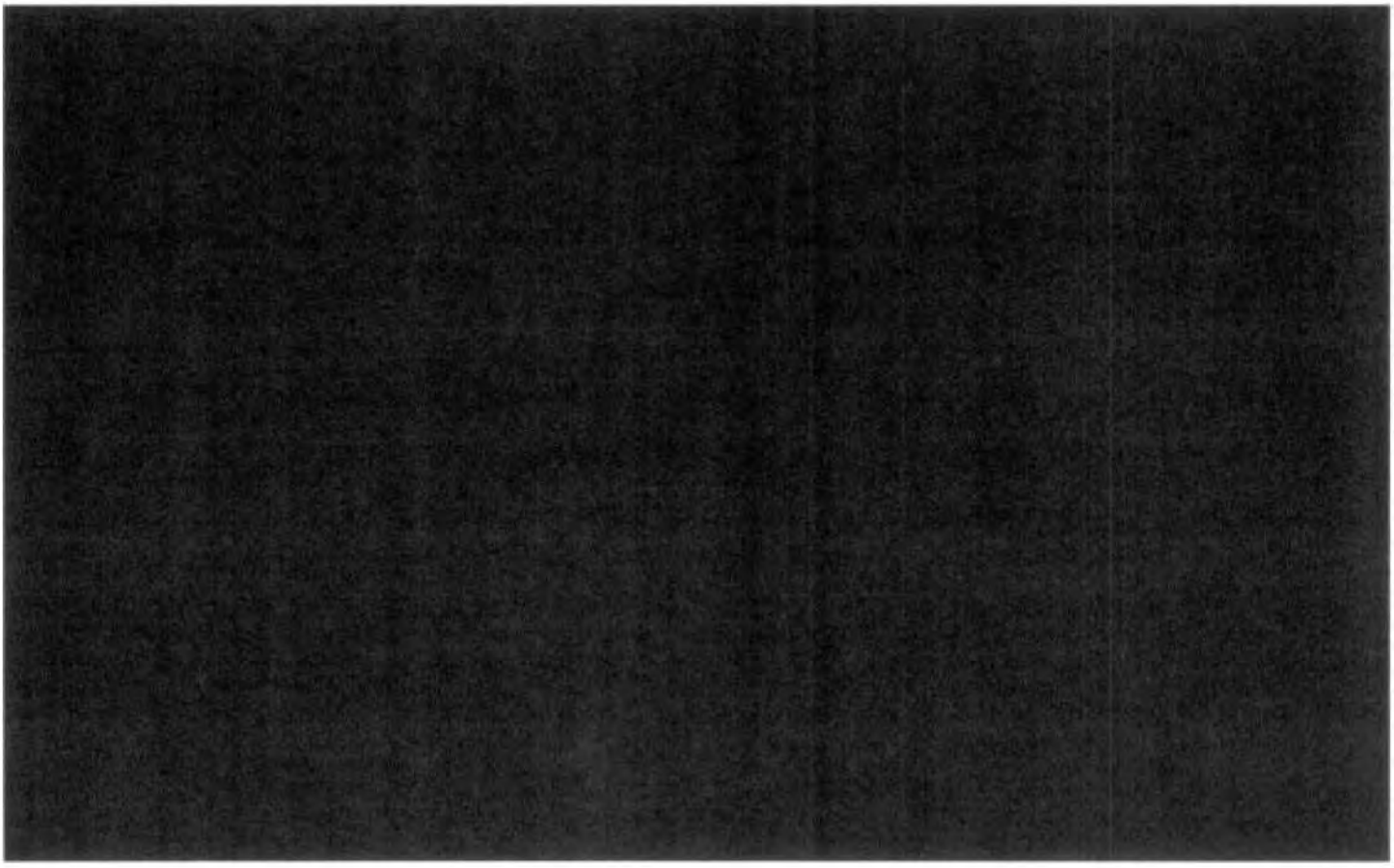
LEVY OPERATED: 2002 – PRESENT

All Dining Services Provided

285 Andrew Young International Boulevard
Atlanta, Georgia 30313

FRANK POE
Executive Director
Georgia World Congress Center
Phone: (404) 849-3600
Please contact for a reference.

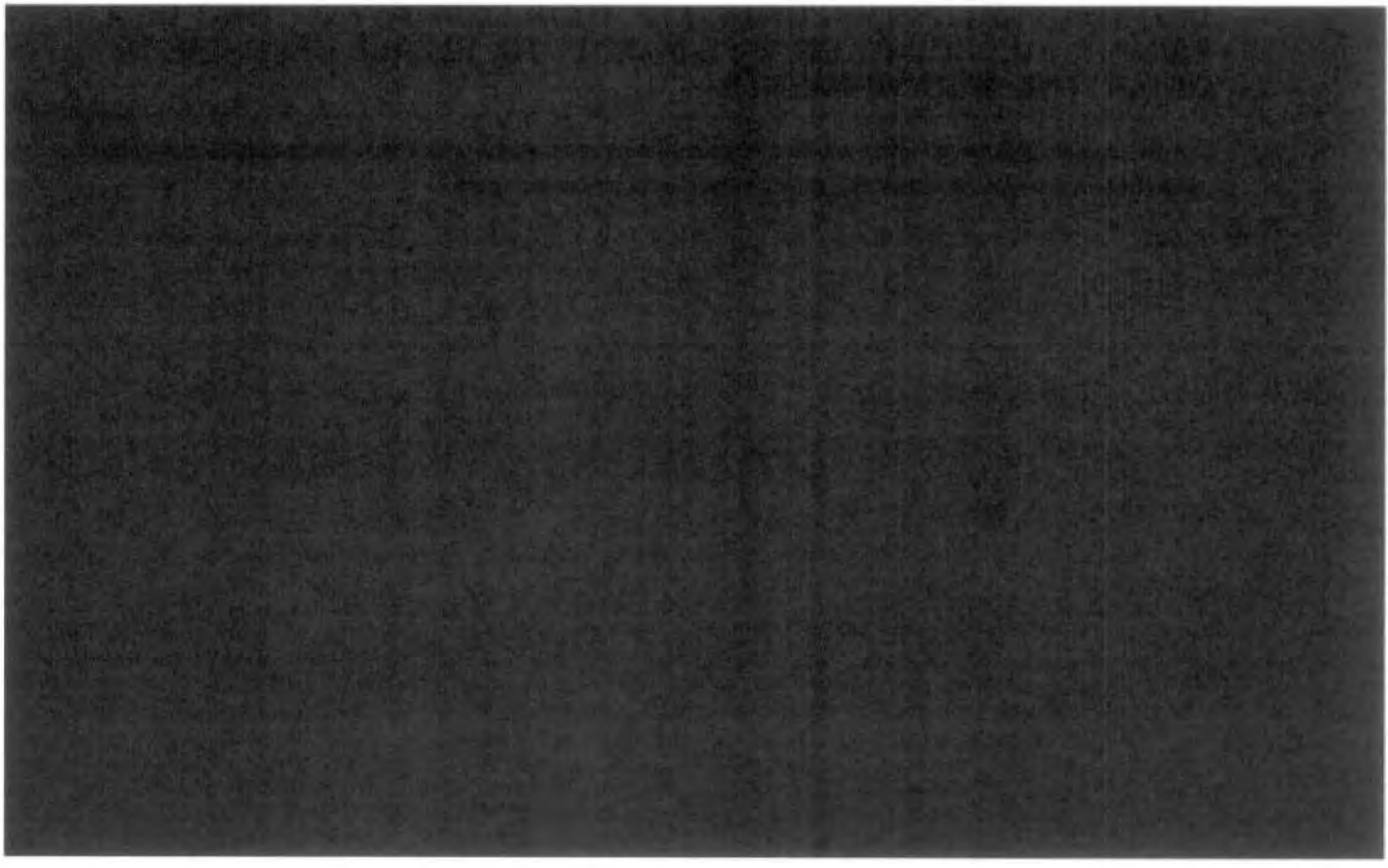
F: LEGAL ORGANIZATION



Levy Restaurants

LEGAL ORGANIZATION

SECTION 5.3



Levy Restaurants

4 LEGAL ORGANIZATION

5.3.1

DESCRIBE THE LEGAL ORGANIZATION OF THE PROPOSER, INCLUDING THE FORM OF ENTITY, STATE OF INCORPORATION OR ORGANIZATION, AND NAME AND STATE OF ORGANIZATION OR PARENT COMPANY(S), IF ANY.

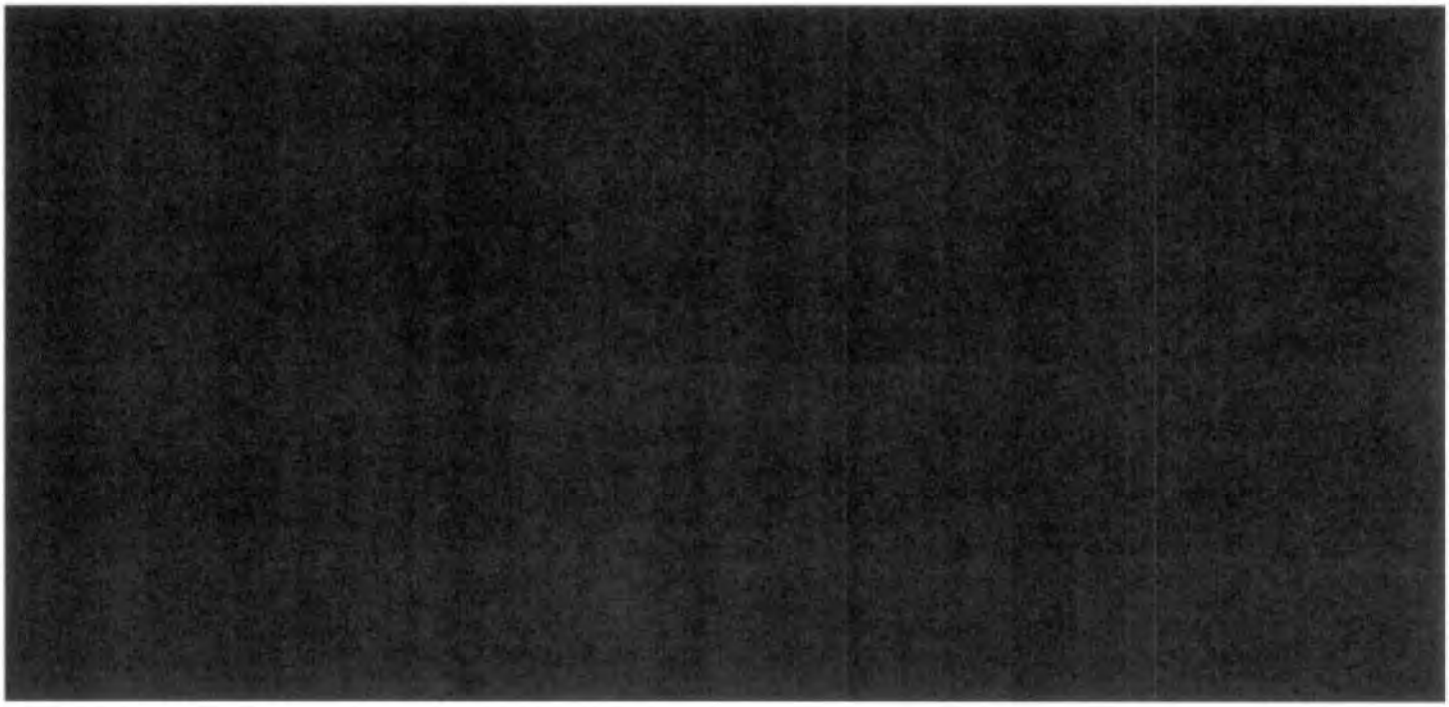
The legal entity of Levy Restaurants is Levy Premium Foodservice, L.L.C., a Texas limited liability company that operates all of Levy Restaurants' business in Texas. The members of the proposing entity are Levy GP Corporation, an Illinois corporation and Levy Restaurant Limited Partnership ("LRLP"), an Illinois limited partnership. Compass Group USA, Inc., a Delaware corporation, is a limited partner of LRLP and the parent company of Levy Restaurants.

5.3.2

ARE ANY FOOD, AND/OR SUPPLIES OR PROPOSER'S PRODUCTS, PURCHASED FROM A COMMISSARY, PRODUCTION CENTER OR DISTRIBUTION CENTER OWNED BY YOUR COMPANY OR THAT OF A PARENT, SUBSIDIARY OR AFFILIATE? IF SO, PLEASE DESCRIBE IN DETAIL THE ARRANGEMENTS.

Levy Restaurants does not purchase any food products from a commissary, production center or distribution center owned by Levy Restaurants or that of a parent, subsidiary or affiliate company.

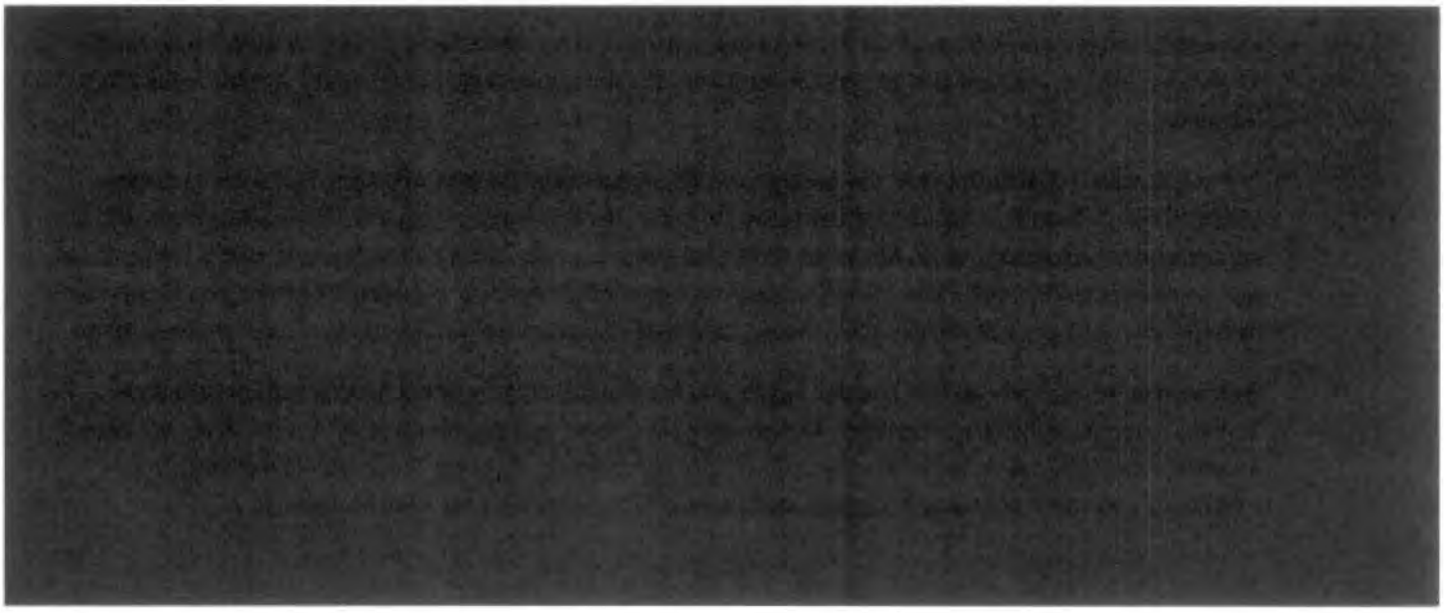
G: FINANCIAL STRENGTH AND GENERAL REPORTING REQUIREMENTS



Levy Restaurants

FINANCIAL STRENGTH AND GENERAL REPORTING REQUIREMENTS

SECTION 5.4



Levy Restaurants

FINANCIAL STRENGTH AND GENERAL REPORTING REQUIREMENTS

5.4.1

THE PROPOSER'S PRINCIPAL FIRM, PARTNERSHIP, OR CORPORATION IS REQUIRED TO SUBMIT EXTERNALLY AUDITED FINANCIAL REPORTS AND NOTES PREPARED BY AN INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT IN ACCORDANCE WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES FOR THE PRECEDING FIVE YEARS, INCLUDING PROFIT AND LOSS, BALANCE SHEET, AND CASH FLOW STATEMENTS. IF THE PROPOSER IS A SUBSIDIARY, THE FINANCIAL REPORT SHOULD SHOW FINANCIAL INFORMATION FOR THE SUBSIDIARY AS WELL AS THE PARENT COMPANY. IN REGARDS TO THE PROPOSER'S CONCESSION/CATERING ENTITY, PROVIDE A HISTORY OF YOUR OVERALL GROSS REVENUES AND NET PROFIT/ LOSS FOR THE LAST FIVE YEARS.

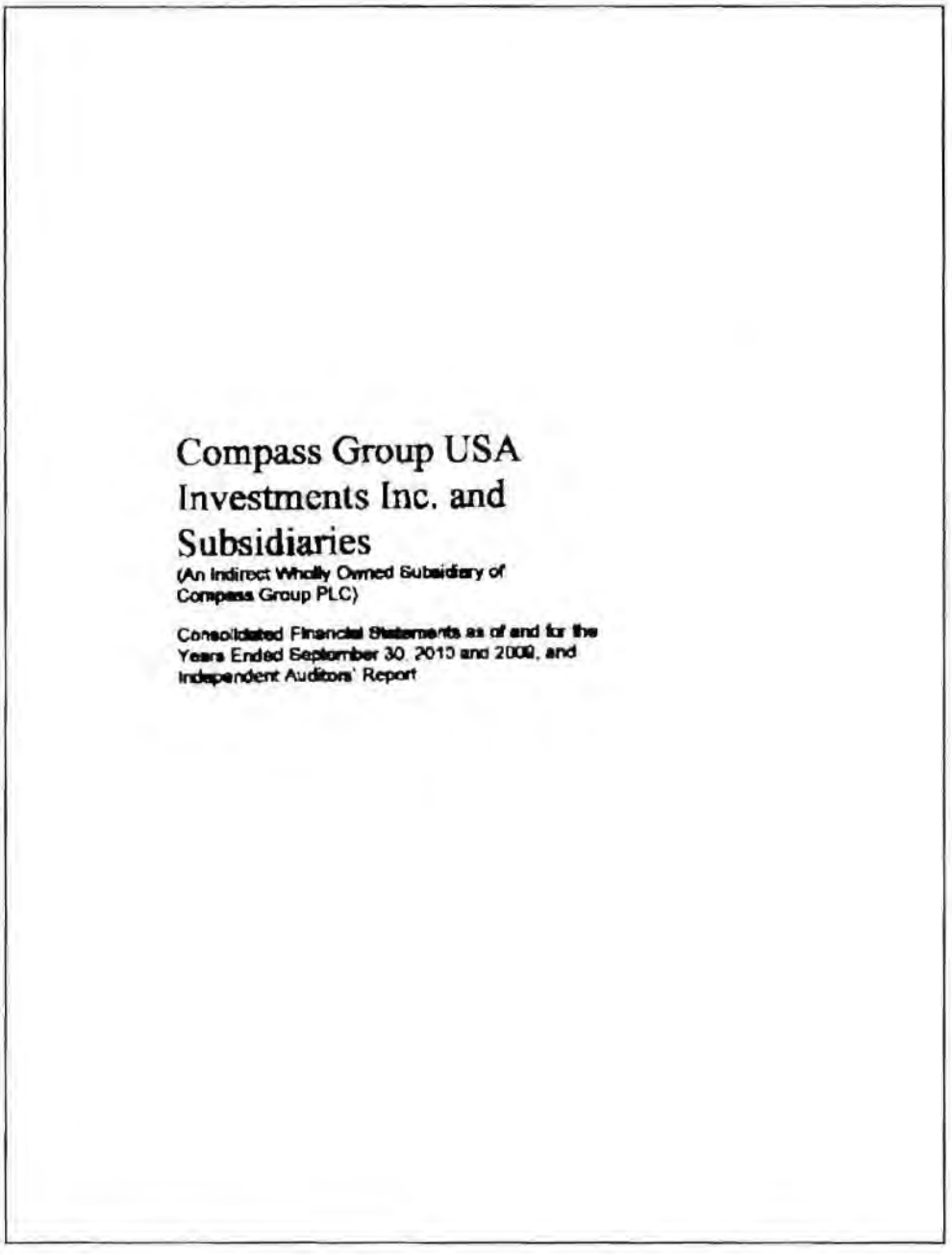
OUR APPROACH:

Compass Group USA, Inc. is a wholly owned subsidiary of Compass Group PLC (CGP), the global leader for contract catering services. Compass Group USA, Inc. is the legal entity representing United States operations and is the parent company of Levy Restaurants, Flik International Corp., Crothall Services Group, Trinity Management Services, Restaurant Associates, Morrison Management Specialists, Inc., Lackmann Culinary Services, Bon Appetit Management Company, Eurest Services, Inc., and Wolfgang Puck Catering & Events, LLC. Divisions of Compass Group USA, Inc. include Chartwells, Canteen, and Eurest.

Through a series of acquisitions and organic growth, Compass Group has become the market leader in North America with annual revenues in 2010 of US $9.9 billion and operating cash flow of US $875 million. Compass Group North America's revenues represent 45% of the CGP worldwide total and are expected to exceed $10.5 billion in the 2011 fiscal year.

CGP was formed in 1987 to facilitate the management led buyout of the Grand Metropolitan, PLC Catering division. During its twenty-three year history, CGP has grown more than fifty-fold from a revenue and value perspective, with a current market capitalization of US $17 billion. CPG trades on the London Stock Exchange under symbol CPG.L and is represented in the FTSE 100 Index. While Compass has experienced phenomenal growth, it remains a conservatively managed company and has maintained an industry best BBB+ Standard & Poor's credit rating for over eleven years.

Enclosed are the externally audited financial reports and notes prepared by Deloitte & Touche LLP, an independent Certified Public Accountant in accordance with generally accepted accounting principals for the preceding five years, including Profit and Loss, Balance Sheet, and Cash Flow Statements for Compass Group USA Investments, Inc. ("CGUSA"). CGUSA is proposing through its wholly owned Texas entity, Levy Premium Foodservice, LLC.



Compass Group USA Investments Inc. and Subsidiaries

(An Indirect Wholly Owned Subsidiary of Compass Group PLC)

Consolidated Financial Statements as of and for the Years Ended September 30, 2010 and 2009, and Independent Auditors' Report

FINANCIAL STRENGTH AND GENERAL REPORTING REQUIREMENTS

Deloitte.

Deloitte & Touche LLP
[illegible]
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www.deloitte.com

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Compass Group USA Investments Inc. and
Subsidiaries

We have audited the accompanying consolidated balance sheets of Compass Group USA Investments Inc. and Subsidiaries (the "Company"), an indirect wholly owned subsidiary of Compass Group PLC, as of September 30, 2010 and 2009, and the related consolidated statements of operations, equity, and cash flows for the years then ended. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the consolidated financial position of the Company as of September 30, 2010 and 2009, and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

As discussed in Notes 1 and 7 to the consolidated financial statements, beginning October 1, 2009, the Company changed its method for measuring and recognizing income tax benefits associated with uncertain tax positions.

As discussed in Note 1 to the consolidated financial statements, the Company adopted new authoritative guidance for noncontrolling interests.

As discussed in Notes 1 and 6 to the consolidated financial statements, because of significant transactions with related parties, the accompanying consolidated financial statements may not be indicative of the consolidated financial position, cash flows, or results of operations of the Company had it operated without such affiliations.

Deloitte & Touche LLP

December 20, 2010

[illegible]

COMPASS GROUP USA INVESTMENTS INC. AND SUBSIDIARIES
(An Indirect Wholly Owned Subsidiary of Compass Group PLC)

CONSOLIDATED BALANCE SHEETS
AS OF SEPTEMBER 30, 2010 AND 2009
(In thousands)

	2010	2009
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 81,851	$ 25,851
Accounts and notes receivable — net of allowance for doubtful accounts of $14,568 and $9,214 in 2010 and 2009, respectively	784,790	858,125
Merchandise and supply inventories	161,589	165,838
Income tax receivable	12,977	-
Deferred tax assets	116,076	67,932
Other current assets	41,804	51,450
Total current assets	1,198,287	1,088,396
PROPERTY AND EQUIPMENT:		
Land	7,385	7,305
Buildings and leasehold improvements	159,644	148,833
Merchandising equipment and other related assets	420,346	391,829
Vehicles and other equipment	301,279	271,736
Total	888,654	818,903
Less accumulated depreciation	576,507	523,260
Property and equipment — net	312,147	287,643
Property held under capital leases	107,644	116,307
Less accumulated depreciation	84,021	83,168
Property held under capital leases — net	23,623	33,139
Total property and equipment — net	335,770	320,782
OTHER LONG-TERM ASSETS:		
Goodwill	2,660,861	2,557,527
Intangible assets — net	648,451	608,773
Due from affiliates	482,903	368,304
Other	254,855	223,295
Total other long-term assets	4,047,070	3,757,899
TOTAL	$5,581,107	$5,087,077

(Continued)

FINANCIAL STRENGTH AND GENERAL REPORTING REQUIREMENTS

COMPASS GROUP USA INVESTMENTS INC. AND SUBSIDIARIES
(An Indirect Wholly Owned Subsidiary of Compass Group PLC)

CONSOLIDATED BALANCE SHEETS
AS OF SEPTEMBER 30, 2010 AND 2009
(In thousands)

LIABILITIES AND EQUITY	2010	2009
CURRENT LIABILITIES:		
Accounts payable	$ 557,458	$ 463,965
Accrued salaries and vacation	290,062	236,942
Self-insured claims	119,825	106,887
Accrued taxes	53,592	37,489
Short-term debt payable	227	2,640
Current maturities of capital lease obligations	7,699	9,973
Deferred income	156,447	152,063
Other accrued expenses	276,698	222,551
Total current liabilities	1,462,008	1,232,510
LONG-TERM LIABILITIES:		
Debt payable primarily to related parties — less current maturities	3,181,189	3,181,241
Capital lease obligations — less current maturities	12,953	20,938
Self-insured claims	124,120	121,681
Income tax payable	20,193	-
Deferred tax liabilities	122,919	133,187
Other long term liabilities	341,237	285,839
Total long-term liabilities	3,802,611	3,742,886
COMMITMENTS AND CONTINGENCIES		
EQUITY:		
Common stock ($0.01 par value; 200 authorized; 100 issued and outstanding at September 30, 2010 and 2009)	1	1
Additional paid-in capital	58,544	-
Accumulated equity (deficit)	33,039	(125,623)
Accumulated other comprehensive loss	(73,138)	(43,447)
Total shareholder's equity (deficit)	18,446	(169,069)
Noncontrolling interests	298,042	280,750
Total equity	316,488	111,681
TOTAL	$5,581,107	$5,087,077

See notes to consolidated financial statements. (Concluded)

COMPASS GROUP USA INVESTMENTS INC. AND SUBSIDIARIES
(An Indirect Wholly Owned Subsidiary of Compass Group PLC)

CONSOLIDATED STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED SEPTEMBER 30, 2010 AND 2009
(In thousands)

	2010	2009
OPERATING REVENUES	$8,939,580	$8,275,014
OPERATING EXPENSES:		
Product costs	2,807,863	2,671,587
Payroll and benefits	3,797,869	3,482,315
Other	1,777,174	1,619,443
Total operating expenses	8,382,906	7,773,345
OPERATING INCOME	556,592	501,669
OTHER INCOME, NET	2,718	4,609
INTEREST EXPENSE	(273,291)	(270,370)
INCOME BEFORE INCOME TAXES	286,019	235,908
PROVISION FOR INCOME TAXES	(82,080)	(75,032)
NET INCOME	203,939	160,876
LESS NET INCOME ATTRIBUTABLE TO THE NONCONTROLLING INTERESTS	29,887	30,487
NET INCOME ATTRIBUTABLE TO COMPASS GROUP USA INVESTMENTS INC. AND SUBSIDIARIES SHAREHOLDER	$ 174,052	$ 130,389

See notes to consolidated financial statements.

COMPASS GROUP USA INVESTMENTS INC. AND SUBSIDIARIES
(An Indirect Wholly Owned Subsidiary of Compass Group PLC)

CONSOLIDATED STATEMENTS OF EQUITY
FOR THE YEARS ENDED SEPTEMBER 30, 2010 AND 2009
(In thousands)

	Common Stock	Additional Paid-In Capital	Accumulated (Deficit) Equity	Accumulated Other Comprehensive Loss	Noncontrolling Interests	Total Equity
BALANCE — September 30, 2008	$ 1	$	$(260,867)	$(21,484)	$287,803	$ 5,453
Stock compensation including tax benefits of $702			4,835			4,835
Purchase of shares from noncontrolling interests					(24,775)	(24,775)
Distributions paid to noncontrolling interests					(12,764)	(12,764)
Comprehensive income (loss):						
Net income			170,349		30,487	200,836
Pension plan adjustments — net of tax of $22,133				(33,785)		(33,785)
Foreign currency translation adjustment				11,954		11,954
Other				68		68
Total comprehensive income						178,113
BALANCE — September 30, 2009	1		(125,683)	(43,447)	280,750	111,661
Cumulative effect adjustment due to the adoption of ASC 740-10, *Accounting for Uncertainty in Income Taxes*			(8,805)			(8,805)
Stock compensation including tax benefits of $8,305		9,858				9,858
Distributions paid to noncontrolling interests					(12,595)	(12,595)
Tax benefits allocated from Compass Group PLC		19,999				19,999
Other adjustments		28,647	(6,387)	(17,170)		6,930
Comprehensive income (loss):						
Net income			174,033		29,847	203,919
Pension plan adjustments — net of tax of $8,430				(12,657)		(12,657)
Other				136		136
Total comprehensive income						191,418
BALANCE — September 30, 2010	$ 1	$38,504	$ 33,039	$(73,138)	$298,042	$316,448

See notes to consolidated financial statements

COMPASS GROUP USA INVESTMENTS INC. AND SUBSIDIARIES
(An Indirect Wholly Owned Subsidiary of Compass Group PLC)

CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED SEPTEMBER 30, 2010 AND 2009
(In thousands)

	2010	2009
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	$ 203,939	$ 160,876
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	105,617	153,760
Provision for deferred income taxes	(3,747)	10,980
Stock compensation expense	1,553	4,135
Changes in assets and liabilities which (used) provided cash — net of acquisitions:		
Receivables	(75,164)	70,473
Merchandise and supply inventories	5,494	6,987
Other current assets	(1,177)	(9,082)
Other assets	(130,044)	(153,187)
Accounts payable	82,274	77,175
Deferred income	4,303	3,711
Other current liabilities	70,845	(18,752)
Other long-term liabilities	17,243	22,288
Other	2,113	(3,786)
Net cash provided by operating activities	362,532	275,585
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of property and equipment	(95,134)	(82,894)
Proceeds from disposition of property and equipment	7,863	32,874
Proceeds from divestiture	6,440	134
Cash paid for acquisitions — net of cash acquired	(76,191)	(151,633)
Investment in deferred compensation rabbi trust plan	(23,793)	(24,362)
Sale of investment in deferred compensation rabbi trust plan	6,655	6,162
Investment in cash surrender value patients	(2,080)	-
Investment in marketable securities	(4,399)	-
Cash advances to affiliates — net	(93,085)	(71,959)
Net cash used in investing activities	(273,564)	(291,838)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Borrowings on revolving credit agreement	573,730	651,433
Repayments of amounts owed on revolving credit agreement	(576,217)	(648,836)
Principal payments on long-term debt	(51)	(535)
Principal payments on capital lease obligations	(9,890)	(12,223)
Tax benefits from stock options	8,305	
Distributions paid to noncontrolling interests	(12,595)	(12,764)
Deferred consideration paid for acquisitions	(16,250)	-
Net cash used in financing activities	(32,968)	(22,925)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	56,000	(39,158)
CASH AND CASH EQUIVALENTS:		
Beginning of year	25,851	65,049
End of year	$ 81,851	$ 25,851
SUPPLEMENTAL CASH FLOW INFORMATION:		
Income taxes paid	$ 113,408	$ 63,481
Interest paid	$ 272,135	$ 274,363
Noncash investing activities:		
Acquisitions financed with debt	$ 15,946	$ 1,019

See notes to consolidated financial statements

5.4.2

PROVIDE BOTH THE PER CAPITA REVENUE AND AVERAGE DOLLARS GENERATED PER SQUARE FOOT FOR THREE SIMILAR CENTERS IN WHICH YOU CURRENTLY OPERATE. ALSO PROVIDE PER CAPITA INFORMATION BY TYPE OF EVENT FOR SIMILAR FACILITIES.

SALES PER SQUARE FOOT:

Facility A - $28.40

Facility B - $29.24

Facility C - $14.46

SIMILAR FACILITIES:

FACILITY A

Conference/Meetings - $27.25

Consumer Shows - $2.25

Convention - $55.75

Food and Beverage - $52.50

Trade Show - $5.75

Other - $19.50

FACILITY B

Conference/Meetings - $26.45

Consumer Shows - $2.15

Convention - $57.75

Food and Beverage - $53.50

Trade Show - $6.50

Other - $19.25

FACILITY C

Conference/Meetings - $10.25

Consumer Shows - $1.75

Convention - $25.50

Food and Beverage - $35.50

Trade Show - $5.50

Other - $15.25

5.4.3.1

PROPOSER SHALL PROVIDE AN EXAMPLE OF THE ONSITE FINANCIAL SYSTEM (INCLUDING SOFTWARE) WHICH CONFORMS TO GAAP AND INCLUDES ANNUAL LINE ITEM BUDGETING FOR EXPENDITURES AND REVENUE ACCOUNTS, SEGREGATING AND IDENTIFYING ASSETS, LIABILITIES AND NET WORTH.

Levy Restaurants utilizes Oracle's industry leading financial package that includes: General Ledger, Accounts Payable, Accounts Receivable and Order Entry. Levy Restaurants posts costs, sales, assets, and statistical information to the Oracle system in accordance with GAAP. This information integrates with SAP's Business Planning and Consolidation software to provide annual line item budgeting for expenditures and revenue accounts (see exhibit 5.4.3.1.a) as well as segregating and identifying assets, liabilities and net worth (see exhibit 5.4.3.1.b).

LEVY RESTAURANTS

Exhibit 5.4.3.1.a

DETAIL INCOME STATEMENT - DECEMBER 2011

	2011 DEC ACTUAL	% Of Sales	2011 DEC BUDGET	% Of Sales	Act/Budg $$ Variance	2010 DEC ACTUAL	% Of Sales	Act/PY $$ Variance	Year to Date ACTUAL	% Of Sales	Year to Date BUDGET	% Of Sales	Act/Budg $$ Variance	PYTD ACTUAL	% Of Sales	Act/PY $$ Variance
REVENUE																
SALES																
FOOD SALES	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
BEVERAGE SALES	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
MISC OTHER INCOME	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
TOTAL SALES	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-
COST OF SALES																
FOOD COST OF SALES	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
BEVERAGE COST OF SALES	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
TOTAL COST OF SALES	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-
GROSS PROFIT	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-
SUBCONTRACTOR REVENUE	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
SUBCONTRACTOR EXPENSE	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
TOTAL OTHER INCOME	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-
PAYROLL																
BACK OF HOUSE																
CONTRACT LABOR - BOH	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
OTHER - BOH SALARIES	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-
STEWARD / WAREHOUSE	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
WAREHOUSE - BOH SALARIES	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-
KITCHEN LINE	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
OTHER - BOH	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
CULINARY - BOH SALARIES	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-
OPERATIONAL - BOH SALARIES	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-
TOTAL BACK OF HOUSE SALARIES	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-
FRONT OF HOUSE																
COUNTER	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
SERVER	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
OTHER - FOH	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
BARTENDER	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
OPERATIONAL - FOH SALARIES	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-
CONTRACT LABOR - FOH	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
OTHER - FOH SALARIES	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-
TOTAL FRONT OF HOUSE SALARIES	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-
TOTAL VARIABLE SALARIES	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-
OTHER SALARIES																
MANAGEMENT	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
OFFICE	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
SECURITY	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
TOTAL OTHER SALARIES	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-
OTHER PAYROLL RELATED																
PROV FOR INCENTIVE BONUS	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
PROV FOR VACATION PAY	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
OTHER PAYROLL RELATED	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-
GROSS PAYROLL BEFORE SC	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-
SERVICE CHARGE	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
NET PAYROLL EXPENSE	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-

LEVY RESTAURANTS

Exhibit 5.4.3.1.a

DETAIL INCOME STATEMENT - DECEMBER 2011

	2011 DEC ACTUAL	% Of Sales	2011 DEC BUDGET	% Of Sales	Act/Budg $$ Variance	2010 DEC ACTUAL	% Of Sales	Act/PY $$ Variance	Year to Date ACTUAL	% Of Sales	Year to Date BUDGET	% Of Sales	Act/Budg $$ Variance	PYTD ACTUAL	% Of Sales	Act/PY $$ Variance
TAXES AND BENEFITS																
PAYROLL TAX EXPENSE	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
BENEFITS AND OTHER EMPLOYEE COSTS																
UNION HEALTH INSURANCE	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
UNION FEES	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
UNION PENSION	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
BENEFITS	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
INSURANCE-WORKMEN'S COMP	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
BENEFITS & OTHER EMPLOYEE COSTS	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-
TOTAL PAYROLL EXPENSE	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-
DIRECT OPERATING EXPENSE																
SUPPLIES																
SMALLWARES	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
LINEN	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
PAPER SUPPLIES	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
CLEANING SUPPLIES	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
TOTAL SUPPLIES	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-
TOTAL CREDIT CARD CHARGES	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
CUSTOMER DRY CLEANING	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
DELIVERY EXPENSE	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
EMPLOYEE UNIFORMS	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
EQUIPMENT RENTAL	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
F&B COMPS	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
FLOWERS & PLANTS	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
MENUS & GUEST CHECKS	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
TOTAL DIRECT OPERATING EXPENSES	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-
OCCUPANCY-EXCLUDING RENT																
OTHER OCCUPANCY																
BUSINESS INSURANCE	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
ALARM & SECURITY SERVICE	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
TOTAL OTHER OCCUPANCY	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-
UTILITIES																
OTHER UTILITIES	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
TOTAL UTILITIES	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-
REPAIR & MAINTENANCE																
REPAIR & MAINTENANCE	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
CONTRACT MAINTENANCE	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
SCAVENGER	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
TOTAL REPAIRS & MAINTENANCE	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-
OCCUPANCY (excluding rent)	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-
MARKETING																
ADVERTISING	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
PUBLIC RELATIONS	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
RESEARCH	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
LOYALTY PROGRAMS/PROMO COMPS	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
TOTAL MARKETING	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-
INDIRECT EXPENSE																
ARMOR CAR SERVICE	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-

LEVY RESTAURANTS Exhibit 5.4.3.1.a

DETAIL INCOME STATEMENT - DECEMBER 2011

	2011 DEC ACTUAL	% Of Sales	2011 DEC BUDGET	% Of Sales	Act/Budg $$ Variance	2010 DEC ACTUAL	% Of Sales	Act/PY $$ Variance	Year to Date ACTUAL	% Of Sales	Year to Date BUDGET	% Of Sales	Act/Budg $$ Variance	PYTD ACTUAL	% Of Sales	Act/PY $$ Variance
BAD DEBT EXPENSE	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
CASH OVER/ SHORT	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
BANK CHARGES	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
BUSINESS MEALS	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
BUSINESS TRAVEL	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
COMPUTER SERVICES	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
COMPUTER SOFTWARE/SUPPLIES	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
DUES AND SUBSCRIPTIONS	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
EQUIPMENT LEASE EXPENSE	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
LEGAL SERVICES	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
LICENSES	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
MESSENGER	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
OFFICE SUPPLIES	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
POSTAGE	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
PRINTING	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
RECORDS RETENTION	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
PROFESSIONAL FEES	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
TELEPHONE	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
PAYROLL PROCESSING FEES	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
MANAGERS DRY CLEANING	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
TOTAL INDIRECT EXPENSES	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-
PBITDAR	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-
RENT																
PERCENTAGE RENT	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
CAPITAL RESERVES	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
COMMISSIONS/LICENSE FEES	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
TOTAL RENT	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-
OPERATING INCOME/PBITDA	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-
INTEREST EXPENSE	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
TOTAL OTHER INCOME/EXPENSES	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-
AMORTON INVESTMENT	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
NET INCOME OPERATING	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-
MINORITY PARTICIPATION	-	0.0%	-	0.0%	-	-	0.0%	-	-	0.0%	-	0.0%	-	-	0.0%	-
LEVY NET INCOME	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-	-	**0.0%**	-	**0.0%**	-	-	**0.0%**	-
FLOWTHROUGH				***NA***			***NA***					***NA***			***NA***	

LEVY RESTAURANTS **Exhibit 5.4.3.1.b**

DETAIL COMPARATIVE BALANCE SHEET - OCTOBER 2011

	OCTOBER 2011	PRIOR MONTH SEPTEMBER 2011	$$ CHANGE	% CHANGE	PRIOR YEAR OCTOBER 2010	$$ CHANGE	% CHANGE	PRIOR FISCAL YEAR END SEPTEMBER 2011	$$ CHANGE	% CHANGE
ASSETS										
CASH										
CASH - DEPOSITORY				0.0%			0.0%			0.0%
CHANGE FUND				0.0%			0.0%			0.0%
CASH- CONCENTRATION				0.0%			0.0%			0.0%
PETTY CASH				0.0%			0.0%			0.0%
TOTAL CASH				**0.0%**			**0.0%**			**0.0%**
ACCOUNTS RECEIVABLE										
ACCOUNTS RECEIVABLE				0.0%			0.0%			0.0%
A/R- CREDIT CARDS				0.0%			0.0%			0.0%
A/R- DEVELOPMENT				0.0%			0.0%			0.0%
WAGE ASSIGNMENT				0.0%			0.0%			0.0%
TOTAL ACCOUNTS RECEIVABLE				**0.0%**			**0.0%**			**0.0%**
INVENTORY										
FOOD INVENTORY				0.0%			0.0%			0.0%
BEVERAGE INVENTORY				0.0%			0.0%			0.0%
RETAIL INVENTORY				0.0%			0.0%			0.0%
TOTAL INVENTORY				**0.0%**			**0.0%**			**0.0%**
PREPAID EXPENSES										
PREPAID LICENSE				0.0%			0.0%			0.0%
PREPAID MAINTENANCE				0.0%			0.0%			0.0%
TOTAL PREPAID EXPENSES				**0.0%**			**0.0%**			**0.0%**
TOTAL CURRENT ASSETS				**0.0%**			**0.0%**			**0.0%**
FIXED ASSETS										
DEFERRED EXPENSES										
PRE-OPEN EXPENSES				0.0%			0.0%			0.0%
NET PRE OPEN EXPENSES				**0.0%**			**0.0%**			**0.0%**
TOTAL DEFFERED EXPENSES				**0.0%**			**0.0%**			**0.0%**
INVESTMENTS										
NOTES RECEIVABLE										
TOTAL ASSETS				**0.0%**			**0.0%**			**0.0%**
LIABILITIES										
ACCOUNTS PAYABLE										
INTERCOMPANY				0.0%			0.0%			0.0%
LOCATION GIFT CERTIFICATES				0.0%			0.0%			0.0%
SALES TAX PAYABLE				0.0%			0.0%			0.0%
SERVICE CHARGE PAYABLE				0.0%			0.0%			0.0%
TOTAL PAYABLES				**0.0%**			**0.0%**			**0.0%**
TAXES & BENEFITS W/H										
UNION DUES				0.0%			0.0%			0.0%
TOTAL TAXES & BENEFITS W/H				**0.0%**			**0.0%**			**0.0%**
ACCRUED EXPENSES										
ACCRUED BONUS- INCENTIVE				0.0%			0.0%			0.0%
ACCRUED CREDIT CARD FEES				0.0%			0.0%			0.0%
ACCRUED HEAD TAX				0.0%			0.0%			0.0%
ACCRUED SALARIES				0.0%			0.0%			0.0%
ACCRUED VACATION				0.0%			0.0%			0.0%
OTHER ACCRUED EXPENSES				0.0%			0.0%			0.0%
ACCRUED OTHER - REVERSING				0.0%			0.0%			0.0%
ACCRUED PROFIT SHARING				0.0%			0.0%			0.0%
TOTAL ACCRUED EXPENSES				**0.0%**			**0.0%**			**0.0%**
TOTAL CURRENT LIABILITIES				**0.0%**			**0.0%**			**0.0%**
NOTES PAYABLE										

1/22/2011 7:54 PM DETAIL BALANCE SHEET Page 1

Levy Restaurants

FINANCIAL STRENGTH AND GENERAL REPORTING REQUIREMENTS

LEVY RESTAURANTS **Exhibit 5.4.3.1.b**

DETAIL COMPARATIVE BALANCE SHEET - OCTOBER 2011

	OCTOBER 2011	PRIOR MONTH SEPTEMBER 2011	$$ CHANGE	% CHANGE	PRIOR YEAR OCTOBER 2010	$$ CHANGE	% CHANGE	PRIOR FISCAL YEAR END SEPTEMBER 2011	$$ CHANGE	% CHANGE
TOTAL LIABILITIES	-	-	-	0.0%	-	-	0.0%	-	-	0.0%
EQUITY										
CONTRIBUTIONS- LEVY				0.0%			0.0%			0.0%
DISTRIBUTIONS- LEVY				0.0%			0.0%			0.0%
SYSTEM RETAINED EARNINGS				0.0%			0.0%			0.0%
TOTAL EQUITY	-	-	-	0.0%	-	-	0.0%	-	-	0.0%
TOTAL LIABILITIES & EQUITY	-	-	-	0.0%	-	-	0.0%	-	-	0.0%

5.4.3.2

PROPOSER SHALL PROVIDE AN EXAMPLE OF COMPLETE DOCUMENTATION SUPPORTING ALL ENTRIES INTO FINANCIAL ACCOUNTING SYSTEM TO INCLUDE ALL INVOICES, PAYROLL SUMMARIES, AND COPIES OF PAYROLL TAX RETURNS, REVENUE AND BANK DEPOSITS, RECEIPTS, BANK STATEMENTS, AND ALL OTHER SUCH RELATED DOCUMENTATION, COPIES OF WHICH ARE TO BE SUBMITTED MONTHLY THAT WILL ENSURE FINANCIAL TRANSPARENCY.

Levy Restaurants utilizes Radiant Systems' software product, ReMacs, as a back office tool for operations management including inventory management, purchasing and accounts payable. The Back Office System Solution (BOSS) provides complete documentation supporting all invoices and inventory entries made into the financial accounting system. BOSS is used by location management to generate purchase orders to be approved by the appropriate level of location management. Upon receipt, invoices are matched to their related purchase order and entered in to the system for payment. The accounts payable process is centrally managed from Levy Restaurants Home Office to provide additional control over the payment process. Only those vendors approved by the Home Office are able to be entered for payment by the location management. The set up of new vendors is restricted to Home Office personnel only.

Levy Restaurants utilizes Kronos, a fully integrated, standardized, electronic workforce management system to interface employee time records into ADP payroll management. ADP provides all payroll summaries and payroll tax returns for the locations. Both Kronos and ADP are centrally managed from Levy Restaurants Home Office in order to control access and provide global oversight.

Levy Restaurants utilizes its experienced team of Home Office professionals to manage and reconcile all bank deposits, receipts, and bank statements to ensure they are accurate to what is reported in the Oracle general ledger. Discrepancies are reported to the location management team from the Home Office who them work together to resolve them quickly and accurately.

5.4.3.3

PROPOSER SHALL PROVIDE AN EXAMPLE OF A COMPLETE INVENTORY CONTROL SYSTEM FOR CONCESSION AND CATERING EQUIPMENT AND OTHER ASSETS INCLUDING EXPENDABLE AND CONSUMABLE SUPPLIES MAINTAINED CONTINUOUSLY AT THE FACILITIES.

Levy Restaurants is pleased to provide the following examples of a complete inventory control system for concession and catering equipment and other assets including expendable and consumable supplies maintained continuously at the facilities.

Exhibit 5.4.3.3.a

F.F.E. Items and Budget Costs

Item Description	Quantity	Cost/Unit	Total Cost	Cost Adjustment	Adjusted Total	Notes
Portable Bar	-		-			
Banquet Cart	-	-	-	-		
Mobile Ice Bin		-		-	-	
Pan Rack	-	-		-	-	
Induction Cart	-	-	-	-	-	
Dessert Cart	-	-	-	-	-	
Total Cost			-	-		

5.4.3.4

PROPOSER SHALL PROVIDE AN EXAMPLE OF A COMPLETE INVENTORY CONTROL RECORDS SYSTEM BEFORE AND AFTER EACH EVENT, AND ACTUAL CASH COUNT OF EACH EVENTS SALES RECEIPTS.

Proposer provides this example of a complete inventory control records system before and after each event and actual cash count of each events sales receipts.

PLEASE SEE OUR EXAMPLES:

- Quest Stand Worksheet Opening (5.4.3.4a)
- Quest Stand Worksheet Closing (5.4.3.4b)
- Quest Cash Count Summary (Over/Short) (5.4.3.4c)

Levy Restaurants

Exhibit 5.4.3.4.a

Stand Worksheet Opening

Location: Lobby Kiosk #1
Event: 110726
Event Start: 10/13/2011 3:02:23 PM
Event End: 10/13/2011 11:00:00 PM
Filters: Chargeable: Chargeable Only; Stock Descriptions: Full

Posted By:
Posted Date:
Sheet Status: Opened
Unit Type: Base
Sort Type: Description

Meals & Adjustments: Show
Stock Counts: Show

PLU	CODE	Description	Base Unit	Begin Count	Pre Event In	Pre Event Out	Total Available	Mgr Open Count	During Event In	During Event Out	Meals (-)	Spoil (-)	Adjust (+)	Ending Count (-)	Unit Sales (=)	Unit Price (*)	Total Sales (=)
217	165040	CANDY STARBURST	Each	27.00	24.00	-	51.00	51.00			1.00	-	-	22.00	28.00	4.00	112.00
219	165070	CHIP POTATO REGUALAR 55	Each		-	-						-				-	-
168	590030	COFFEE CUP WHITE 12FZ	Each	-										-	-	-	
1099	165346	COOKIE	Each						-	-	-						
135	720000	CUP 20FZ	Each														
1008	590160	CUP SOUVENIR	Each	-	-	-											
305	590040	CUP PEPSI 16FZ	Each														
307	590050	CUP PEPSI 22FZ	Each	-													
308	590060	CUP PEPSI 32FZ	Each	-													
244	190130	CUP SOUFFLE 2FZ BLACK	Each														
832	190600	CUP SOUFFLE 4FZ BLACK	Each														
179	150080	DANISH ASSORTED IW	Each											-	-		
793	530050	JUICE APPLE CAPRI SUN	Each						-	-	-				-	-	-
1080	170190	MUFFIN BLUEBERRY IW	Each		-	-	-	-	-	-					-	-	
292	530030	WATER G2 FLAVORS	Each									-	-	-			
289	530000	WATER KINETICO	Each		-	-	-	-	-	-	-				-	-	

Levy Restaurants

Exhibit 5.4.3.4.b

Stand Worksheet Closing

Location	Lobby Kiosk #1			Physical Sales	-	Credit Total	-
Event	110726	Posted By	John Smith	Terminal Sales	-	Cash Count	-
Event Start	10/13/2011 3:02:23 PM	Posted Date	10/14/2011 12:02:37 AM	Phys/Term Diff	-	Other Count	-
Event End	10/14/2011 1:17:25 AM	Sheet Status	Closed	Cash/Phys Diff	-	CC Tips	-
Filters	Chargeable: Chargeable Only	Unit Type: Base		Cash/Term Diff	-	Cash Total	-
	Stock Descriptions: Full	Sort Type: Description					

PLU	CODE	Description	Total Avail	Pre Event Trans.	During Event Trans.	Meals	Spoil	Adjust	Ending Count	Unit Price	Disc.	Physical Qty	Physical Sales	Terminal Qty	Terminal Sales	Difference Qty	Difference Sales
217	165040	CANDY STARBURST	51.00	29.00	11.00	-	-		11.00	-	-	11.00	40.00	11.00	40.00		
219	165070	CHIP POTATO REGUALAR SS	-	-	-	-	-		-	-	-	-	-	-	-	-	-
168	590030	COFFEE CUP WHITE 12FZ	-									-	-				
1099	165346	COOKIE							-								
135	720000	CUP 20FZ					-		-	-					-		
1008	590160	CUP SOUVENIR					-		-	-	-						
303	590040	CUP PEPSI 16FZ		-	-	-	-		-	-							
307	590050	CUP PEPSI 22FZ		-	-	-											
308	590060	CUP PEPSI 32FZ	-	-										-	-		
244	190130	CUP SOUFFLE 2FZ BLACK			-	-	-			-					-		
832	190600	CUP SOUFFLE 4FZ BLACK	-	-											-		
179	150030	DANISH ASSORTED IW								-	-						
793	530050	JUICE APPLE CAPRI SUN	-	-						-	-						
1080	170190	MUFFIN BLUEBERRY IW		-					-	-	-						
292	530030	WATER G2 FLAVORS								-	-						
289	530000	WATER KINETICO							-	-	-						

Levy Restaurants

Exhibit 5.4.3.4.c

Sales Over/Short

Events	110726, Start Date: 10/13/2011 3:02:23 PM, End Date: 10/14/2011 1:17:25 AM				
Filters	Report Style	Normal	Report Type	By Location	
	Cash Source	Cashroom	Locations Filter	Standsheet Locations Only	
	Locations	<All Locations>			
	Organisations	<All Organisations>			

Location	Cash Sales	Credit Sales	Other Sales			Tips	Receipt Totals	Physical Sales	Terminal Sales	Receipt/ Physical	Receipt/ Terminal	Physical/ Terminal
			Cashroom	Terminal	Total							
Outlet 1	-	-	-	-	-	-	-	-	-	-	-	-
Outlet 2	-	-	-	-	-	-	-	-	-	-	-	-
Outlet 3	-	-	-	-	-	-	-	-	-	-	-	-
Outlet 4	-	-	-	-	-	-	-	-	-	-	-	-
Outlet 5	-	-	-	-	-	-	-	-	-	-	-	-
Outlet 6	-	-	-	-	-	-	-	-	-	-	-	-
Outlet 7	-	-	-	-	-	-	-	-	-	-	-	-
Outlet 8	-	-	-	-	-	-	-	-	-	-	-	-
Outlet 9	-	-	-	-	-	-	-	-	-	-	-	-
Outlet 10	-	-	-	-	-	-	-	-	-	-	-	-
Outlet 11	-	-	-	-	-	-	-	-	-	-	-	-
Outlet 12	-	-	-	-	-	-	-	-	-	-	-	-
Outlet 13	-	-	-	-	-	-	-	-	-	-	-	-
Outlet 14	-	-	-	-	-	-	-	-	-	-	-	-
Outlet 15	-	-	-	-	-	-	-	-	-	-	-	-
Outlet 16	-	-	-	-	-	-	-	-	-	-	-	-
Outlet 17	-	-	-	-	-	-	-	-	-	-	-	-
Outlet 18	-	-	-	-	-	-	-	-	-	-	-	-
Outlet 19	-	-	-	-	-	-	-	-	-	-	-	-
Outlet 20	-	-	-	-	-	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	-	-	-	-	-	-

5.4.3.5

PROVIDE SPECIFIC INFORMATION ON HOW PROPOSER PLANS TO BILL, COLLECT, AND RECORD ALL CATERING AND CONCESSION REVENUES IN A FORMAT ACCEPTABLE TO THE CITY. PLEASE DESCRIBE THE ELECTRONIC SOFTWARE TRACKING SYSTEM UTILIZED.

Levy Restaurants is pleased to provide this information on billing, collection and recording of all catering and concession revenues.

Exhibit 5.4.3.5.a

Levy Restaurants
Event Billing Summary
Sorted by Payment Details, Event Start Date
Tuesday, November 1, 2011 - Wednesday, November 30, 2011

Event Date	Payment Arrangements	Payment Details	Referral Type	Referral Name	Event Name	Event Type	# of Attendees	Total Charges	Billing Notes
11/1/2011	Final Estimated Balance Due 7 Business Days Prior to Event Date		Internal Meeting		Event 1	Discount	350	$ -	
11/1/2011	In-House Account		Internal Meeting		Event 2	Discount	45	$ -	
11/3/2011	Final Estimated Balance Due 7 Business Days Prior to Event Date		CVB		Event 3	Retail	1,000	$	
11/5/2011	Final Estimated Balance Due 7 Business Days Prior to Event Date				Event 4		600	$ -	
11/5/2011	Final Estimated Balance Due 7 Business Days Prior to Event Date				Event 5		2,750	$ -	

Exhibit 5.4.3.5.b

Levy Restaurants
Aging Report
Sorted by Salesperson
As of October 31, 2011

Event Name	Event #	Site	Slsprsn	Event Date	Contact Name	Day Phone	0-30	31-60	61-90	Over 90	Total
Meeting #1	CFIN1243S	Ballroom A	LS	10/11/2011	Jane Doe	123-456-7890				-	
Reception #1	CFIN12418	Ballroom B	LS	10/14/2011	John Smith	123-456-7890					
Luncheon #1	CFIN12400	Ballroom A,B,C	LS	10/19/2011	Jane Doe	123-456-7890	-				-
Dinner #1	CFIN12403	Room 101	LS	10/23/2011	John Smith	123-456-7890				-	
Meeting #2	CFIN12232	Room 203	LS	10/25/2011	Jane Doe	123-456-7890					
Reception #2	CFIN12399	Ballroom D	LS	10/30/2011	John Smith	123-456-7890				-	
Luncheon #2	CFIN12402	Room 104	DP	10/3/2011	Jane Doe	123-456-7890					
Dinner #2	CFIN12409	Ballroom A	DP	10/7/2011	John Smith	123-456-7890					
Meeting #3	CFIN12303	Room 101	DP	10/14/2011	Jane Doe	123-456-7890					
Reception #3	CFIN12392	Ballroom A Foyer	DP	10/17/2011	John Smith	123-456-7890				-	-
Luncheon #3	CFIN12479	Room 104	DP	10/24/2011	Jane Doe	123-456-7890		-			
Dinner #3	CFIN12316	Ballroom D	DP	10/29/2011	John Smith	123-456-7890	-				

5.4.4

PROVIDE AN OVERVIEW OF PROPOSER'S PROPOSED "POINT OF SALE" SYSTEM AND ANY OTHER TOOLS UTILIZED TO AUTOMATE FOODSERVICE PROCESSES. IT SHOULD BE NOTED THAT THE ACCD DOES NOT CURRENTLY HAVE AN ADEQUATE POINT OF SALE SYSTEM. THE CURRENT CASH REGISTER SYSTEM NEEDS TO BE REPLACED. DATA LINES ARE AVAILABLE THROUGHOUT THE BUILDING FOR A NEW POS SYSTEM.

OUR APPROACH:

When it comes to technology, systems, and the processing of information to run a better business, we're both current and passionate. We are committed to sourcing and understanding a complete range of technologies and systems so we can make the best possible decisions with you and your guests in mind. Specifically, our focus is on the next generation of products and integrated solutions that maximize each individual technology element and ensure the creation of an overall state of the art food and beverage systems for each of our partners, our guests and our on-site teams. With a range of end-to-end solutions, our sole focus can be on enhancing the guest experience and our operating efficiencies. And while our vision is for high tech, we never lose sight of the high touch aspects of the guest experience because when it comes down to it, we're restaurateurs at heart.

Guided by the balance of high tech and high touch, we have assembled a multitude of technologies that go beyond the traditional point of sale systems and focus on both the guest experience, what we call "front-of-the-house," and our operations, or "back-of-the-house." More specifically, the products that we consider:

- Speed transaction times
- Drive personalization and customization
- Engineer menus for optimal selling and profitability
- Focus on CRM
- Capture data and unique guest preferences
- Streamline ordering
- Schedule and maximize our workforces
- Maximize product sourcing and distribution

Simply said, we look at all aspects of the business and how to integrate technology without sacrificing what's at the core of a memorable dining experience.

BACK OF THE HOUSE

OPERATIONS FOCUSED PRODUCTS AND SYSTEMS

OPTIMIZING TRANSACTIONS, DATA CAPTURE AND REPORTING: POINT OF SALE

Based on our current understanding of your venue, we recommend Quest POS with Levy Back Office Systems. This system will provide state of the art equipment and software to maximize efficiency and speed of service, while at the same time capturing valuable data on guests and their purchasing habits for analysis. We will use this system in the concessions and portable POS locations. All POS systems will utilize credit card processing over the internet to achieve authorizations in less than 5 seconds for all non-cash tenders to speed up concessions lines. All portable terminals can be wireless and have the ability to run off of battery power for an entire event if necessary.

This system will also be able to accept payment via magnetic stripe, credit and gift cards at all permanent and portable locations. The ability to accept these three formats will meet guests' needs for flexibility and convenience, and it will give the convention venue almost guaranteed access to any and all future technologies for gift, and credit cards.

In addition to the hundreds of detailed reports that the system is already capable of reporting, the integration of the QUEST POS system will allow us to identify and track specific customer purchases, history and trends related to guests.

GIFT CARD REVENUE STREAMS:

A gift card program to use within the Austin Convention Center can provide your show presenters and their guests a number of benefits. Gift cards can be provided to guests for food and merchandise as a reward or alternative to providing box lunch or other amenities. The gift card program can be set up as a reusable system that reloads a set amount each day to provide guests the ability to use throughout a conference. The gift cards can be in the form of a magnetic stripe card or the point of sale can be outfitted with bar code readers that will allow conference guests to use their ID badges as loaded gift cards.

GUEST-CONTROLLED MOBILE DEVICE ORDERING:

We have identified powerful and flexible systems that allow the use of cell phones and handheld devices to place orders that can be delivered or picked up at a designated concessions stand or location. To use the system, guests will sign up for the service online, ahead of time or at the venue via kiosks. The pre-registration is necessary to provide billing and credit card information to ensure a secure payment for purchases.

Guests will order via an application that will be downloaded to their smart phone or order using the phone's internet browser. Customers who do not have a smart phone can also order via show staff with handheld devices. Once an order is placed, the systems give guests an anticipated delivery window based upon the numbers in the queue at the time. Guests can also be given the option to pre-order food for delivery at a designated time from the show floor.

The systems can function as a stand-alone POS systems, as well as integrating into an existing POS. It also gives the flexibility to make changes to the food offerings on the fly including re-routing of orders, 86ing an item, etc.

MENU ENGINEERING: DIGITAL MENU BOARDS & BOXES

We recommend utilizing digital menu boards to maximize operator flexibility, as well as add value to the guest experience. All of the digital menu board systems available today are capable of showing graphics, static images, animation and full motion video, and they can also link all screens together in a stand to feature one image or animation that spans all of the screens in a single facility.

A key benefit of the digital menu boards is our ability to engineer menu offers and pricing to the benefit of the business and guests. The digital menu board systems have their own proprietary content editing programs that allow changes to be made on the fly and new layouts designed and the content pushed to the media servers and then published and pre-programmed time(s). There also exists the possibility to introduce advertisements on menu board screens or dedicated advertising monitors. This can introduce a revenue stream for our partners that can help subsidize and even pay for the menu board system over time.

We have maximized returns and profitability by controlling and proactively modifying menu content at the Boston Convention Center and Georgia World Congress Center.

GROUP SALES MAXIMIZATION AND ADDITIONAL DATA CAPTURE

To manage and maximize catering and group sales events, we will deploy a catering and event management system. The catering and event management system enhances the process of prospecting, booking and managing catered events. A key feature of the software is its ability to auto update and generate correspondence, menus, pricing, equipment lists and staffing. This system is hosted in our data center and can be accessed from any PC with an internet connection making it a useful tool for both our Group Sales team members, as well as the operations team supporting the shows and events.

The system can also be expanded to also take reservations and manage tables in a restaurant or club. The reservations system allows us the ability to enter our guest's information into the database and keep track of their visits, contact information and preferences. The reservations system can link up with the POS system to combine guest purchases and preferences with their profile to provide personalized service and customized experiences.

OUR EXPERIENCE & RESOURCES

Our Information Systems team of experts, based at our Home Office in Chicago, has effectively utilized this approach to architect and implement full building solutions for a range of partners including: all major convention centers, music festivals, zoos and park districts, motorsports and thoroughbred racing. Additionally, our Information Systems experts have been entrusted to envision and implement the appropriate systems for the newly architected food experiences for major brands such as Harley-Davidson, American Girl, Walt Disney World Resorts and Hershey's.

Our experience indicates that a dedicated Technical Project Manager is necessary to oversee the entire process commencing with visioning and exploration of opportunities. Once decisions have been made on the level of integration and desired functionality, we will review the requirements with the vendors and our Technical Project Manager will

create an internal project plan, including regularly scheduled meetings with all parties involved. As the project nears completion, we will coordinate all system-wide testing to ensure everything is tested and ready for a go-live situation, including a support plan. Our Technical Project Manager will be fully engaged and responsible for ensuring the system is on time, on budget and performs as expected.

In addition to the development, implementation and support of a fully integrated food and beverage system, our Information Systems team will fully support all systems and technology related operations via our Home Office team. Knowing that support is always necessary, our on-site operating team can reach our Help Desk via phone and/or e-mail 24/7. This team of on-call specialists has remote access to all of our Levy Restaurants equipment and a fully working knowledge of our field systems to troubleshoot and quickly resolve issues.

5.4.5

PROVIDE SAMPLES OF KEY REPORTS REGARDING KEY STATISTICS (NUMBER OF TRANSACTIONS BY DAY, PER TIMEFRAME, SALES BY ITEM, ETC.).

Provided are food and beverage sales mix for catering sales, Catering Event Revenue Ledger. This tracks and shows the number of each individual menu item sold in a given time period.

For concessions, provided are concessions terminal sales and interval sales showing number of transactions and revenues by revenue center, by hour, or by day. Further Terminal Sales – Price level sales is an example of total concessions mix by revenue center - per day, week, month, or year.

Exhibit 5.4.5.a

Levy Restaurants

Food Sales Mix

Tuesday, November 1, 2011 - Wednesday, November 30, 2011

Count	Item Quantity	Revenue	Menu/Item
1			**Box Lunch**
1			**Break Menu**
1	30	$ -	Freshly Popped Popcorn - priced per basket (each basket serves approximately 12)
2		$ -	**Buffet Menu**
1	37	$ -	**Chef's Table - Smokehouse Sampler**
26	2,687	$ -	**Chef's Table Service**
1	180	$ -	Assortment of Warm Cookies - please platter by cookie type and lable
1	2	$ -	Bottomless Freshly Popped Popcorn - each order serves 12
1	4	$ -	Bottomless Snack Attack - Snack mix, pretzels, peanuts, kettle potato chips
1	1	$ -	Dry Snacks
1	300	$ -	Frilled Chicken Salad - mixed greens topped with a melange of fresh vegetables and marinated grilled chicken
1	6	$ -	Honey Roasted Peanuts - priced per basket
1	50	$ -	Market Fresh Fruit
1	300	$ -	Preset Dessert - Boston Cream Pie
1	6	$ -	Pretzels - priced per basket
1	6	$	Snack Mix
1		$ -	**Country Breakfast Table**
1	150	$ -	Adult Price
1	200	$ -	Holiday Cookie Decorating Station
1	50	$	Kids Under 12 price
1	-	$ -	**Fruit and Bagel Bar**
1	-	$ -	**Hors d'oeuvres**
1	50	$	Crostini Sampler (per person)
1	50	$ -	Levy Signature hors d'oeuvres (per person)
1	50	$ -	Retro Minis Sampler (per person)
1	50	$ -	Stuffed Mushroom Sampler (per person)
1	10	$ -	**Plated Dinner**
1	-	$	**Soup / Salad / Sandwiches**

Exhibit 5.4.5.b

Levy Restaurants

Terminal Sales - Interval Sales

Events 110726, Start Date: 10/13/2011 3:02:23 PM, End Date: 10/14/2011 1:17:25 AM

Filters						
	Report Type	By Location	Report Style	Show Transactions	Detail Type	Summary
	Sort Type	Description	Interval Period	1 Hour	Number of Intervals	5
	Locations	<All Locations>				
	Terminals	<All Terminals>				
	Clerks	<All Clerks>				
	Stock Items	<All Stock Items>				
	Departments	<All Departments>				
	Organisations	<All Organisations>				

	13/10/2011 18:00 13/10/2011 19:00		13/10/2011 19:00 13/10/2011 20:00		13/10/2011 20:00 13/10/2011 21:00		13/10/2011 21:00 13/10/2011 22:00		13/10/2011 22:00 13/10/2011 23:00		Total	
Location	Txn	Sales	Txn	Sales	Txn	Sales	Txn	Sales	Txn	Sales	Txn	Sales
Outlet 1	16.00	$ 150.00	85.00	$ 750.00	65.00	$ 650.00	30.00	$ 300.00			196.00	$ 1,850.00
Outlet 2	-	-	-	-	-	-	-	-	-	-	-	-
Outlet 3	-	-	-	-	-	-	-	-	-	-	-	-
Outlet 4	-	-	-	-	-	-	-	-	-	-	-	-
Outlet 5	-	-	-	-	-	-	-	-	-	-	-	-
Outlet 6	-	-	-	-	-	-	-	-	-	-	-	-
Outlet 7	-	-	-	-	-	-	-	-	-	-	-	-
Outlet 8	-	-	-	-	-	-	-	-	-	-	-	-
Outlet 9	-	-	-	-	-	-	-	-	-	-	-	-
Outlet 10	-	-	-	-	-	-	-	-	-	-	-	-
Outlet 11	-	-	-	-	-	-	-	-	-	-	-	-
Outlet 12	-	-	-	-	-	-	-	-	-	-	-	-
Outlet 13	-	-	-	-	-	-	-	-	-	-	-	-
Outlet 14	-	-	-	-	-	-	-	-	-	-	-	-
Outlet 15	-	-	-	-	-	-	-	-	-	-	-	-
Outlet 16	-	-	-	-	-	-	-	-	-	-	-	-
Outlet 17	-	-	-	-	-	-	-	-	-	-	-	-
Outlet 18	-	-	-	-	-	-	-	-	-	-	-	-
Outlet 19	-	-	-	-	-	-	-	-	-	-	-	-
Outlet 20	-	-	-	-	-	-	-	-	-	-	-	-
Total	16.00	$ 150.00	85.00	$ 750.00	65.00	$ 650.00	30.00	$ 300.00			196.00	$ 1,850.00

Exhibit 5.4.5 c

Levy Restaurants
Event Revenue Ledger
Sorted by Event Start Date - Monthly
Saturday, October 1, 2011 - Monday, October 31, 2011

Event Date	Event #	Contact #	Event Name	#	Food $	N/A Bev $	Alc. Bev $	S&S $	Labor $	Rental $	Discounts	Net Revenue	Svc Chg	Sales Tax	Total	Deposits	Amount Due
10/1/2011	CFIN12435	29200	Meeting #1	45	116.00	116.50						252.50	45.45	23.46	319.41	300.00	19.41
10/5/2011	CFIN12418	29200	Reception #1	350	5,250.00	694.50						5,944.50	1,070.01	505.28	7,519.79	6,500.00	1,019.79
10/7/2011	CFIN12400	29700	Luncheon #1	1000	-	-					-	-	-	-	-	-	-
10/9/2011	CFIN12403	29200	Dinner #1	600	-	-	-				-	-	-	-	-	-	-
10/13/2011	CFIN12232	29200	Meeting #2	2150		-	-	-				-					
10/14/2011	CFIN12399	29200	Reception #2	900													
10/17/2011	CFIN12402	29700	Luncheon #2	200													
10/19/2011	CFIN12409	29700	Dinner #2	400													
10/23/2012	CFIN12303	29200	Meeting #3	600		-											
10/25/2013	CFIN12392	29200	Reception #3	1000													
10/29/2011	CFIN12479	29700	Luncheon #3	800		-											
10/30/2011	CFIN12316	29200	Dinner #3	1000													

5.4.6

PROPOSER SHALL PROVIDE A PROPOSED OPERATIONAL BUDGET FOR ACCD CATERING AND CONCESSION OPERATIONS.

Our operating budget is as follows, which is also outlined as Exhibit D.

AUSTIN CONVENTION CENTER
PALMER EVENTS CENTER

EXHIBIT C
OPERATING PROFORMA

PROPOSERS NAME: Levy Restaurants

	Pre-Opening	2012						2013						2014					
		ACC		PEC		TOTAL		ACC		PEC		TOTAL		ACC		PEC		TOTAL	
	$	$	%	$	%	$	%	$	%	$	%	$	%	$	%	$	%	$	%
Sales																			
Concession Food Sales	$ -	$ 619,094	7.9%	$ 142,380	15.2%	$ 761,474	8.6%	$ 650,049	7.9%	$ 149,498	15.2%	$ 799,547	8.6%	$ 682,551	7.9%	$ 156,973	15.2%	$ 839,525	8.6%
Concession Liquor Sales	$ -	$ 66,072	0.8%	$ 153,067	16.3%	$ 219,139	2.5%	$ 69,375	0.8%	$ 160,720	16.3%	$ 230,096	2.5%	$ 72,844	0.8%	$ 168,756	16.3%	$ 241,600	2.5%
Catering Food Sales	$ -	$ 5,278,755	67.0%	$ 270,529	28.8%	$ 5,549,284	62.9%	$ 5,542,693	67.0%	$ 284,055	28.8%	$ 5,826,748	62.9%	$ 5,819,827	67.0%	$ 298,258	28.8%	$ 6,118,086	62.9%
Catering Liquor Sales	$ -	$ 294,116	3.7%	$ 164,842	17.5%	$ 458,958	5.2%	$ 308,821	3.7%	$ 173,084	17.5%	$ 481,905	5.2%	$ 324,262	3.7%	$ 181,736	17.5%	$ 506,001	5.2%
Total Sales	**$ -**	**$ 6,258,037**	79.4%	**$ 730,818**	77.8%	**$ 6,988,854**	79.2%	**$ 6,570,938**	79.4%	**$ 767,358**	77.8%	**$ 7,338,297**	79.2%	**$ 6,899,485**	79.4%	**$ 805,726**	77.8%	**$ 7,705,212**	79.2%
Other Income																			
Service Fee	$ -	$ 1,314,574	16.7%	$ 87,074	9.3%	$ 1,401,648	15.9%	$ 1,380,303	16.7%	$ 91,428	9.3%	$ 1,471,731	15.9%	$ 1,449,318	16.7%	$ 95,999	9.3%	$ 1,545,317	15.9%
Subcontract Income	$ -	$ 270,214	3.4%	$ 40,633	4.3%	$ 310,848	3.5%	$ 283,725	3.4%	$ 42,665	4.3%	$ 326,390	3.5%	$ 297,911	3.4%	$ 44,798	4.3%	$ 342,710	3.5%
Other Income	$ -	$ 38,376	0.5%	$ 81,266	8.6%	$ 119,642	1.4%	$ 40,295	0.5%	$ 85,330	8.6%	$ 125,625	1.4%	$ 42,310	0.5%	$ 89,596	8.6%	$ 131,906	1.4%
Outside Catering Fee	$ -	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%
Total Other Income	$	$ 1,623,165	**20.6%**	$ 208,974	**22.2%**	$ 1,832,138	**20.8%**	$ 1,704,323	**20.6%**	$ 219,422	**22.2%**	$ 1,923,745	**20.8%**	$ 1,789,539	**20.6%**	$ 230,394	**22.2%**	$ 2,019,933	**20.8%**
Total Gross Receipts	**$ -**	**$ 7,881,201**	**100.0%**	**$ 939,791**	**100.0%**	**$ 8,820,992**	**100.0%**	**$ 8,275,261**	**100.0%**	**$ 986,781**	**100.0%**	**$ 9,262,042**	**100.0%**	**$ 8,689,024**	**100.0%**	**$ 1,036,120**	**100.0%**	**$ 9,725,144**	**100.0%**
Product Cost																			
Concession Food	$ -	$ 123,819	1.6%	$ 28,476	3.0%	$ 152,295	20.0%	$ 130,010	1.6%	$ 29,900	3.0%	$ 159,909	20.0%	$ 136,510	1.6%	$ 31,395	3.0%	$ 167,905	20.0%
Concession Liquor	$ -	$ 16,518	0.2%	$ 38,267	4.1%	$ 54,785	25.0%	$ 17,344	0.2%	$ 40,180	4.1%	$ 57,524	25.0%	$ 18,211	0.2%	$ 42,189	4.1%	$ 60,400	25.0%
Catering Food	$ 9,000	$ 1,161,326	14.7%	$ 59,516	6.3%	$ 1,220,842	22.0%	$ 1,219,392	14.7%	$ 62,492	6.3%	$ 1,281,885	22.0%	$ 1,280,362	14.7%	$ 65,617	6.3%	$ 1,345,979	22.0%
Catering Liquor	$ -	$ 73,529	0.9%	$ 41,211	4.4%	$ 114,739	25.0%	$ 77,205	0.9%	$ 43,271	4.4%	$ 120,476	25.0%	$ 81,066	0.9%	$ 45,435	4.4%	$ 126,500	25.0%
Total Product Cost	**$ 9,000**	**$ 1,375,192**	**17.4%**	**$ 167,470**	**17.8%**	$ 1,542,661	**17.5%**	**$ 1,443,951**	**17.4%**	**$ 176,843**	**17.8%**	$ 1,619,794	**17.5%**	**$ 1,516,149**	**17.4%**	**$ 184,635**	**17.8%**	$ 1,700,784	**17.5%**
Payroll																			
Management	$ 144,000	$ 750,506	9.5%	$ 89,494	9.5%	$ 840,000	9.5%	$ 773,021	9.3%	$ 92,179	9.3%	$ 865,200	9.3%	$ 796,212	9.2%	$ 94,944	9.2%	$ 891,156	9.2%
Concession Food	$ -	$ 74,291	0.9%	$ 17,086	1.8%	$ 91,377	1.0%	$ 78,006	0.9%	$ 17,940	1.8%	$ 95,946	1.0%	$ 81,906	0.9%	$ 18,837	1.8%	$ 100,743	1.0%
Concession Liquor	$ -	$ 7,929	0.1%	$ 18,368	2.0%	$ 26,297	0.3%	$ 8,325	0.1%	$ 19,286	2.0%	$ 27,611	0.3%	$ 8,741	0.1%	$ 20,251	2.0%	$ 28,992	0.3%
Catering Food	$ 12,300	$ 791,813	10.0%	$ 40,579	4.3%	$ 832,393	9.4%	$ 831,404	10.0%	$ 42,608	4.3%	$ 874,012	9.4%	$ 872,974	10.0%	$ 44,739	4.3%	$ 917,713	9.4%
Catering Liquor	$ -	$ 61,764	0.8%	$ 34,617	3.7%	$ 96,381	1.1%	$ 64,852	0.8%	$ 36,348	3.7%	$ 101,200	1.1%	$ 68,095	0.8%	$ 38,165	3.7%	$ 106,260	1.1%
Office	$ -	$ 20,000	0.3%	$ 5,000	0.5%	$ 25,000	0.3%	$ 20,600	0.2%	$ 5,150	0.5%	$ 25,750	0.3%	$ 21,218	0.2%	$ 5,305	0.5%	$ 26,523	0.3%
Commissary/Kitchen	$ 16,000	$ 375,482	4.8%	$ 43,849	4.7%	$ 419,331	4.8%	$ 394,256	4.8%	$ 46,042	4.7%	$ 440,298	4.8%	$ 413,969	4.8%	$ 48,344	4.7%	$ 462,313	4.8%
Security	$ -	$ 4,000	0.1%	$ 1,000	0.1%	$ 5,000	0.1%	$ 4,120	0.0%	$ 1,030	0.1%	$ 5,150	0.1%	$ 4,244	0.0%	$ 1,061	0.1%	$ 5,305	0.1%
Training	$ 19,500	$ 20,000	0.3%	$ 5,000	0.5%	$ 25,000	0.3%	$ 20,600	0.2%	$ 5,150	0.5%	$ 25,750	0.3%	$ 21,218	0.2%	$ 5,305	0.5%	$ 26,523	0.3%
Other	$ -	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%
Payroll Taxes/Benefits	$ 59,174	$ 650,688	8.3%	$ 78,793	8.4%	$ 729,481	8.3%	$ 678,312	8.2%	$ 82,111	8.3%	$ 760,423	8.2%	$ 707,170	8.1%	$ 85,577	8.3%	$ 792,748	8.2%
Total Payroll	**$ 250,674**	**$ 2,756,474**	**35.0%**	**$ 333,785**	**35.5%**	**$ 3,090,259**	**35.0%**	**$ 2,873,497**	**34.7%**	**$ 347,844**	**35.3%**	**$ 3,221,341**	**34.8%**	**$ 2,995,748**	**34.5%**	**$ 362,526**	**35.0%**	**$ 3,358,274**	**34.5%**
Other Operating Expenses																			
Advertising	$ -	$ 100	0.0%	$ 25	0.0%	$ 125	0.0%	$ 103	0.0%	$ 26	0.0%	$ 129	0.0%	$ 106	0.0%	$ 27	0.0%	$ 133	0.0%
Alarm	$ -	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%
Armored Car Service	$ -	$ 4,000	0.1%	$ 1,000	0.1%	$ 5,000	0.1%	$ 4,120	0.0%	$ 1,030	0.1%	$ 5,150	0.1%	$ 4,244	0.0%	$ 1,061	0.1%	$ 5,305	0.1%
Audit Fees	$ -	$ 11,500	0.1%	$ 1,500	0.2%	$ 13,000	0.1%	$ 11,845	0.1%	$ 1,545	0.2%	$ 13,390	0.1%	$ 12,200	0.1%	$ 1,591	0.2%	$ 13,792	0.1%
Bank Charges	$ -	$ 1,500	0.0%	$ 500	0.1%	$ 2,000	0.0%	$ 1,545	0.0%	$ 515	0.1%	$ 2,060	0.0%	$ 1,591	0.0%	$ 530	0.1%	$ 2,122	0.0%
Bond Expense	$ -	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%
Brand Franchise/Royalty Fees	$ -	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%
Cleaning Supplies	$ -	$ 12,516	0.2%	$ 1,462	0.2%	$ 13,978	0.2%	$ 13,142	0.2%	$ 1,535	0.2%	$ 14,677	0.2%	$ 13,799	0.2%	$ 1,611	0.2%	$ 15,410	0.2%
Credit Card Fees	$ -	$ 50,064	0.6%	$ 5,847	0.6%	$ 55,911	0.6%	$ 52,568	0.6%	$ 6,139	0.6%	$ 58,706	0.6%	$ 55,196	0.6%	$ 6,446	0.6%	$ 61,642	0.6%
Dues/Subscriptions	$ -	$ 3,000	0.0%	$ 1,000	0.1%	$ 4,000	0.0%	$ 3,090	0.0%	$ 1,030	0.1%	$ 4,120	0.0%	$ 3,183	0.0%	$ 1,061	0.1%	$ 4,244	0.0%
Entertainment	$ -	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%
Equipment Rental	$ -	$ 12,516	0.2%	$ 1,462	0.2%	$ 13,978	0.2%	$ 13,142	0.2%	$ 1,535	0.2%	$ 14,677	0.2%	$ 13,799	0.2%	$ 1,611	0.2%	$ 15,410	0.2%
Flowers/Music	$ -	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%
Ice	$ -	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%
Insurance	$ -	$ 61,329	0.8%	$ 7,162	0.8%	$ 68,491	0.8%	$ 64,395	0.8%	$ 7,520	0.8%	$ 71,915	0.8%	$ 67,615	0.8%	$ 7,896	0.8%	$ 75,511	0.8%
Laundry/Linen	$ -	$ 37,548	0.5%	$ 4,385	0.5%	$ 41,933	0.5%	$ 39,426	0.5%	$ 4,604	0.5%	$ 44,030	0.5%	$ 41,397	0.5%	$ 4,834	0.5%	$ 46,231	0.5%
Marketing	$ -	$ 500	0.0%	$ 250	0.0%	$ 750	0.0%	$ 515	0.0%	$ 258	0.0%	$ 773	0.0%	$ 530	0.0%	$ 265	0.0%	$ 796	0.0%
Menus	$ -	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%
Office Expenses	$ -	$ 12,500	0.2%	$ 1,500	0.2%	$ 14,000	0.2%	$ 12,875	0.2%	$ 1,545	0.2%	$ 14,420	0.2%	$ 13,261	0.2%	$ 1,591	0.2%	$ 14,853	0.2%
Other	$ -	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%
Overages/Shortages	$ -	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%

5.4.7

PROVIDE SPECIFIC INFORMATION ON HOW PROPOSER INTENDS TO RECEIVE DELIVERY OF AND STORE ALL CONSUMABLES AND SUPPLIES NECESSARY FOR OPERATION AND INVENTORY CONTROL SYSTEMS AND SOFTWARE THAT WILL BE USED. A COMPUTERIZED INVENTORY CONTROL SYSTEM IS REQUIRED.

Levy Restaurants' receiving and storage procedures provide critical control points that ensure the quality, safety and financial criteria by which Levy Restaurants operates. All stewards are fully trained in HACCP procedures pertaining to the receiving and storage of all perishable and non-perishable products. In conjunction with the Purchasing team they utilize our Order Processing and Inventory Management computerized controls to support all financial obligations.

INVENTORY CONTROL SYSTEMS AND SOFTWARE

BOSS (Back Office Support System) is a multi-functional database system specifically designed for Levy Restaurants to perform the following functions: Purchase Order Processing, Invoice Receiving and Coding (by line item detail or general ledger account), a Recipe Database, Inventory Management and Inventory Costing. Utilizing BOSS, all Purchase Orders are communicated electronically to approved suppliers. The same data is then used to facilitate the receiving and storage procedures. Throughout the month Inventory Values are calculated using the last price received through the Invoice Receiving process. This system functions as the month end inventory data base for the Catering center. Lastly, it is utilized to generate reports relating to purchase history.

As Point of Sale (POS) systems, Tangent and Quest function in a similar capacity. They are linked to our back office data base (BOSS) that is utilized for warehousing and distribution of product in addition to producing inventory control data for the Concessions cost center. The systems are designed to align actual sales to inventory of all controllable items for month end reporting purposes.

5.4.8

PROVIDE SPECIFIC INFORMATION ON HOW PROPOSER PLANS TO MONITOR AND SUBMIT AN ANNUAL BUDGET FOR THE REPLACEMENT OR MODIFICATION OF THE CATERING AND CONCESSION EQUIPMENT AT BOTH FACILITIES (ACC AND PEC).

Specific to how we will monitor and submit an annual budget for the replacement and modification of the catering and concession equipment at both facilities is through regular scheduled inventory to ensure the existing inventory is managed and replacement equipment is scheduled through the budgeting process. For all equipment that requires modifications, we will submit annually proposed recommendations outlining the return on investment to City of Austin. Details on the process noted below.

FINANCIAL STRENGTH AND GENERAL REPORTING REQUIREMENTS

SMALLWARES:

As part of our standard operating procedures quarterly smallwares inventory is conducted in our venues to ensure proper inventory levels for upcoming business. In doing so, this not only ensures we have the proper levels, but ensures accountability for all team members utilizing equipment that it is accounted for and stored properly. This is critically important for smallwares given the equipment is moved not only throughout the building, but also would be between the two facilities.

We do this by confirming equipment level pars and storage locations that are then assigned to each department manager to maintain, so that all smallwares equipment that has been transferred out of bulk storage is the responsibility of the individual Department Managers for accounting for as part of their on-going business, as well as part of their quarterly inventory.

The bulk of the smallwares storage is managed by the Executive Steward who oversees all of the ware washing, along with providing the individual departments their equipment pulls for upcoming events. There is standard allowable erosion in the smallwares for breakage that can be accounted for based on the nature of the business, but anything outside of that norm would be considered abuse of equipment assigned to that department and would be addressed accordingly.

Annually, as it relates to smallwares the General Manager and Executive Chef would work with Levy Restaurants National Premium Director to review any changes in vehicles needed for the upcoming year based on menu changes and / or trends to keep things fresh. This would be conducted prior to budgets being finalized and is an expense outside the normal replacement of existing smallwares. Once finalized internally, we would partner with the Austin Convention Center and Palmer Event Center clients to do a presentation on any recommended new smallware purchases for the upcoming year for final approval of the budget.

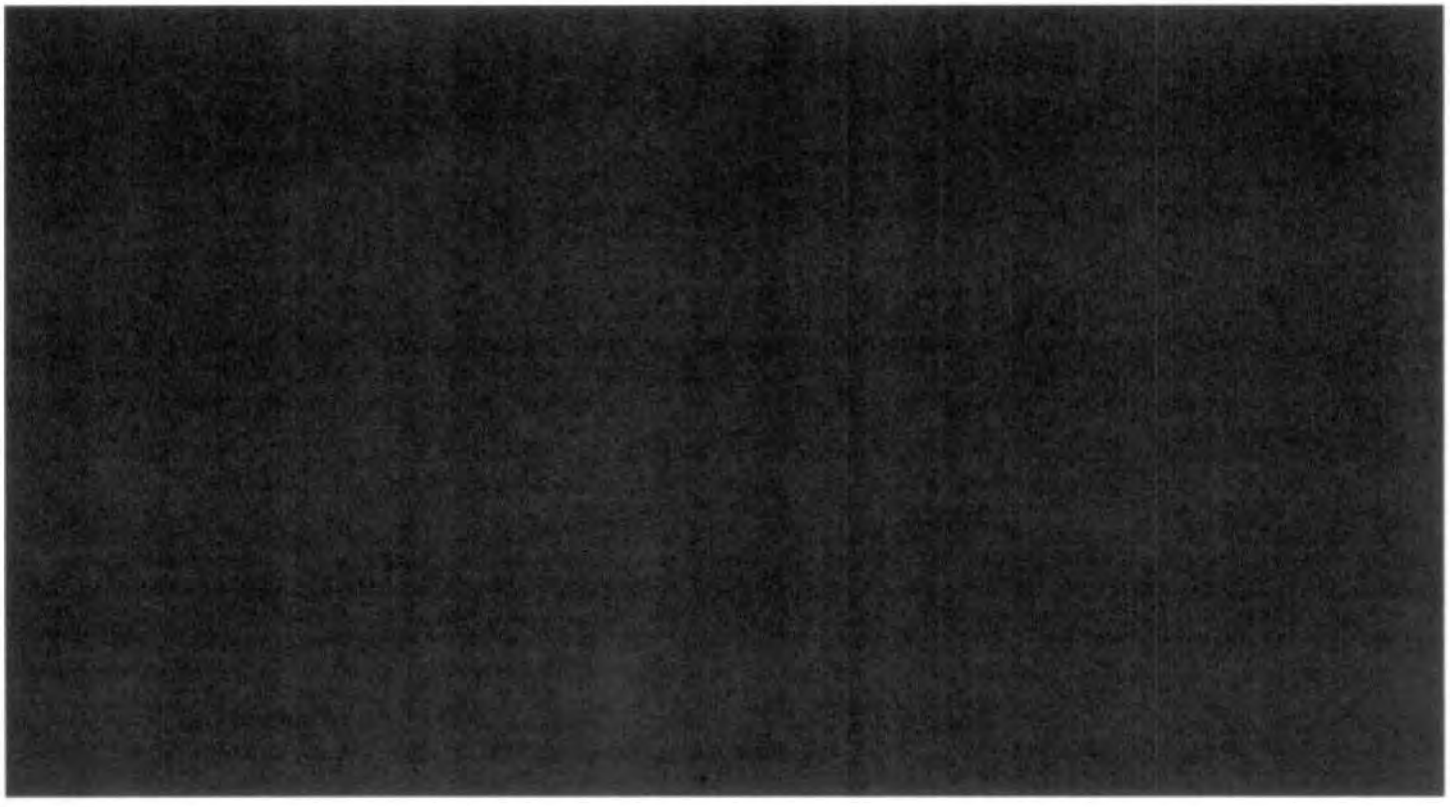
CAPITAL EQUIPMENT

As it relates to capital equipment, we take two approaches. One to first look at the existing capital equipment following the annual inventory to evaluate any replacement needs. Our recommendations are based on our review of the repair and maintenance logs for each piece of equipment, the life of the equipment, and any health and safety concerns.

Separate to the standard replacement needs of capital equipment, we look at any business and revenue generating capital needs. This is done by completing a market segmentation study of our current offerings. We review each segment of our business and outline the current food and beverage experiences in each and identify if there is a missed opportunity when it comes to the offerings that would increase revenue sales and overall guests' satisfaction. Based on the market segmentation study, we then evaluate what capital needs there are to fulfill that food and beverage experience and we complete a ROI on the piece of equipment. We then sit down with our partners to review both the market segmentation and the proforma on any newly recommended piece of equipment.

Lastly, our goal when working with our partners is to have a three to five year capital plan, so that we are looking at the business long term and can align our overall business plans inclusive of the capital budget.

FINANCIAL STATEMENTS



Compass Group USA Investments Inc. and Subsidiaries

(An Indirect Wholly Owned Subsidiary of Compass Group PLC)

Consolidated Financial Statements as of and for the Years Ended September 30, 2010 and 2009, and Independent Auditors' Report

Deloitte.

Deloitte & Touche LLP
[illegible]
Charlotte, NC 28202
USA

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Compass Group USA Investments Inc. and
Subsidiaries

We have audited the accompanying consolidated balance sheets of Compass Group USA Investments Inc. and Subsidiaries (the "Company"), an indirect wholly owned subsidiary of Compass Group PLC, as of September 30, 2010 and 2009, and the related consolidated statements of operations, equity, and cash flows for the years then ended. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the consolidated financial position of the Company as of September 30, 2010 and 2009, and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

As discussed in Notes 1 and 7 to the consolidated financial statements, beginning October 1, 2009, the Company changed its method for measuring and recognizing income tax benefits associated with uncertain tax positions.

As discussed in Note 1 to the consolidated financial statements, the Company adopted new authoritative guidance for noncontrolling interests.

As discussed in Notes 1 and 6 to the consolidated financial statements, because of significant transactions with related parties, the accompanying consolidated financial statements may not be indicative of the consolidated financial position, cash flows, or results of operations of the Company had it operated without such affiliations.

Deloitte & Touche LLP

December 20, 2010

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COMPASS GROUP USA INVESTMENTS INC. AND SUBSIDIARIES
(An Indirect Wholly Owned Subsidiary of Compass Group PLC)

CONSOLIDATED BALANCE SHEETS
AS OF SEPTEMBER 30, 2010 AND 2009
(In thousands)

	2010	2009
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 81,851	$ 25,351
Accounts and notes receivable — net of allowance for doubtful accounts of $14,568 and $9,814 in 2010 and 2009, respectively	784,790	698,125
Merchandise and supply inventories	161,569	165,838
Income tax receivable	12,977	-
Deferred tax assets	136,876	67,932
Other current assets	41,804	51,450
Total current assets	1,198,267	1,008,396
PROPERTY AND EQUIPMENT:		
Land	7,385	7,305
Buildings and leasehold improvements	159,644	148,833
Merchandising equipment and other related assets	420,346	391,829
Vehicles and other equipment	301,279	271,736
Total	888,654	818,903
Less accumulated depreciation	576,507	523,260
Property and equipment — net	312,147	287,643
Property held under capital leases	107,644	116,307
Less accumulated depreciation	84,021	83,168
Property held under capital leases — net	23,623	33,139
Total property and equipment — net	335,770	320,782
OTHER LONG-TERM ASSETS:		
Goodwill	2,668,861	2,557,527
Intangible assets — net	648,451	608,773
Due from affiliates	482,903	368,304
Other	254,855	223,295
Total other long-term assets	4,047,870	3,757,899
TOTAL	$5,581,107	$5,087,077

(Continued)

COMPASS GROUP USA INVESTMENTS INC. AND SUBSIDIARIES
(An Indirect Wholly Owned Subsidiary of Compass Group PLC)

CONSOLIDATED BALANCE SHEETS
AS OF SEPTEMBER 30, 2010 AND 2009
(In thousands)

LIABILITIES AND EQUITY	2010	2009
CURRENT LIABILITIES:		
Accounts payable	$ 557,458	$ 463,965
Accrued salaries and vacation	290,062	236,942
Self-insured claims	119,825	106,887
Accrued taxes	53,592	37,489
Short-term debt payable	227	2,640
Current maturities of capital lease obligation	7,699	9,973
Deferred income	156,447	152,063
Other accrued expenses	276,698	272,551
Total current liabilities	1,462,008	1,232,510
LONG-TERM LIABILITIES:		
Debt payable primarily to related parties — less current maturities	3,181,189	3,181,241
Capital lease obligations — less current maturities	12,953	20,938
Self-insured claims	124,120	121,681
Income tax payable	20,193	-
Deferred tax liabilities	122,919	133,187
Other long-term liabilities	341,237	285,839
Total long-term liabilities	3,802,611	3,742,886
COMMITMENTS AND CONTINGENCIES		
EQUITY:		
Common stock ($0.01 par value; 200 authorized; 100 issued and outstanding at September 30, 2010 and 2009)	1	1
Additional paid-in capital	58,544	-
Accumulated equity (deficit)	33,039	(125,623)
Accumulated other comprehensive loss	(73,138)	(43,447)
Total shareholder's equity (deficit)	18,446	(169,069)
Noncontrolling interests	298,042	280,750
Total equity	316,488	111,681
TOTAL	$5,581,107	$5,087,077

See notes to consolidated financial statements. (Concluded)

COMPASS GROUP USA INVESTMENTS INC. AND SUBSIDIARIES
(An Indirect Wholly Owned Subsidiary of Compass Group PLC)

CONSOLIDATED STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED SEPTEMBER 30, 2010 AND 2009
(In thousands)

	2010	2009
OPERATING REVENUES	$8,539,380	$8,275,814
OPERATING EXPENSES:		
Product costs	2,807,865	2,671,587
Payroll and benefits	3,797,869	3,482,315
Other	1,777,174	1,619,443
Total operating expenses	8,382,908	7,773,345
OPERATING INCOME	556,592	501,669
OTHER INCOME, NET	2,718	4,609
INTEREST EXPENSE	(273,291)	(270,370)
INCOME BEFORE INCOME TAXES	286,019	235,908
PROVISION FOR INCOME TAXES	(82,080)	(75,032)
NET INCOME	203,939	160,876
LESS NET INCOME ATTRIBUTABLE TO THE NONCONTROLLING INTERESTS	29,887	30,487
NET INCOME ATTRIBUTABLE TO COMPASS GROUP USA INVESTMENTS INC AND SUBSIDIARIES SHAREHOLDER	$ 174,052	$ 130,389

See notes to consolidated financial statements.

- 4 -

COMPASS GROUP USA INVESTMENTS INC. AND SUBSIDIARIES
(An Indirect Wholly Owned Subsidiary of Compass Group PLC)

CONSOLIDATED STATEMENTS OF EQUITY
FOR THE YEARS ENDED SEPTEMBER 30, 2010 AND 2009
(In thousands)

	Common Stock	Additional Paid-in Capital	Accumulated (Deficit) Equity	Accumulated Other Comprehensive Loss	Noncontrolling Interests	Total Equity
BALANCE — September 30, 2009	$ 1	$	$(260,867)	$(21,684)	$287,803	$ 5,252
Stock compensation including tax benefits of $702			4,835			4,835
Purchase of shares from noncontrolling interests					(24,775)	(24,775)
Distributions paid to noncontrolling interests					(12,764)	(12,764)
Comprehensive income (loss):						
Net income			170,389		30,487	168,876
Pension plan adjustments — net of tax of $22,523				(33,785)		(33,785)
Foreign currency translation adjustment				11,954		11,954
Other				68		48
Total comprehensive income						139,113
BALANCE — September 30, 2009	1	—	(125,623)	(43,447)	280,750	111,681
Cumulative effect adjustment due to the adoption of ASC 740-10, *Accounting for Uncertainty in Income Taxes*			(8,809)			(8,809)
Stock compensation including tax benefits of $8,305		9,858				9,858
Distributions paid to noncontrolling interests					(12,595)	(12,595)
Tax benefits allocated from Compass Group PLC		19,999				19,999
Other adjustments		28,687	(6,387)	(17,170)		4,920
Comprehensive income (loss):						
Net income			174,032		39,187	205,919
Pension plan adjustments — net of tax of $8,418				(12,657)		(12,657)
Other				136		136
Total comprehensive income						191,418
BALANCE — September 30, 2010	$ 1	$58,544	$ 33,039	$(73,158)	$298,042	$314,488

See notes to consolidated financial statements.

5

COMPASS GROUP USA INVESTMENTS INC. AND SUBSIDIARIES
(An Indirect Wholly Owned Subsidiary of Compass Group PLC)

CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED SEPTEMBER 30, 2010 AND 2009
(In thousands)

	2010	2009
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	$ 203,959	$ 160,876
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	105,617	155,262
Provision for deferred income taxes	(3,747)	10,980
Stock compensation expense	1,353	4,135
Changes in assets and liabilities which (used) provided cash — net of acquisitions:		
Receivables	(75,164)	20,473
Merchandise and supply inventories	5,494	6,987
Other current assets	(1,177)	(9,082)
Other assets	(130,044)	(132,187)
Accounts payable	82,374	77,179
Deferred income	4,383	3,711
Other current liabilities	70,045	(18,752)
Other long-term liabilities	17,243	22,288
Other	2,113	(3,706)
Net cash provided by operating activities	362,532	275,585
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of property and equipment	(95,134)	(82,094)
Proceeds from dispositions of property and equipment	7,863	32,874
Proceeds from divestiture	6,440	134
Cash paid for acquisitions — net of cash acquired	(76,191)	(151,633)
Investment in deferred compensation rabbi trust plan	(23,793)	(34,367)
Sale of investment in deferred compensation rabbi trust plan	6,635	6,162
Investment in cash surrender value policies	(2,080)	-
Investment in marketable securities	(4,399)	-
Cash advances to affiliates — net	(93,885)	(71,959)
Net cash used in investing activities	(273,564)	(291,858)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Borrowings on revolving credit agreement	573,730	651,433
Repayments of amounts owed on revolving credit agreement	(576,217)	(648,836)
Principal payments on long-term debt	(31)	(535)
Principal payments on capital lease obligations	(9,890)	(12,223)
Tax benefits from stock options	8,305	
Distributions paid to noncontrolling interests	(12,595)	(12,764)
Deferred consideration paid for acquisitions	(16,250)	-
Net cash used in financing activities	(32,968)	(22,925)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	56,000	(39,198)
CASH AND CASH EQUIVALENTS:		
Beginning of year	25,851	65,049
End of year	$ 81,851	$ 25,851
SUPPLEMENTAL CASH FLOW INFORMATION:		
Income taxes paid	$ 113,408	$ 63,481
Interest paid	$ 272,135	$ 274,363
Noncash investing activities:		
Acquisitions financed with debt	$ 15,946	$ 1,019

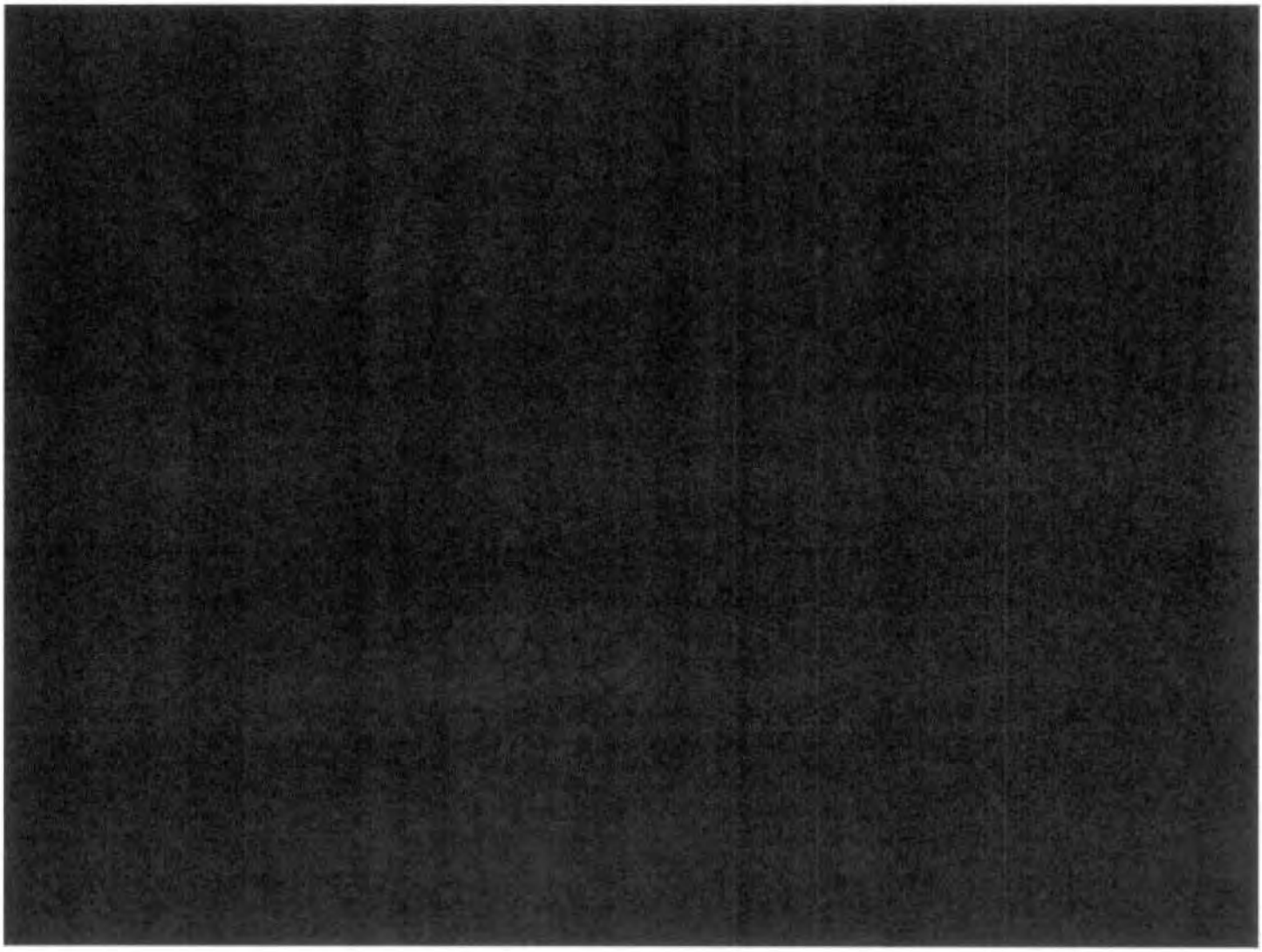
See notes to consolidated financial statements.

6

BOND OR SURETY CANCELLATION/ FORFEIT

Proposer has never had a bond or surety cancelled or forfeited and we are not aware of any subcontractor that has had a bond or surety cancelled or forfeited.

H: BUSINESS ORGANIZATION



Levy Restaurants

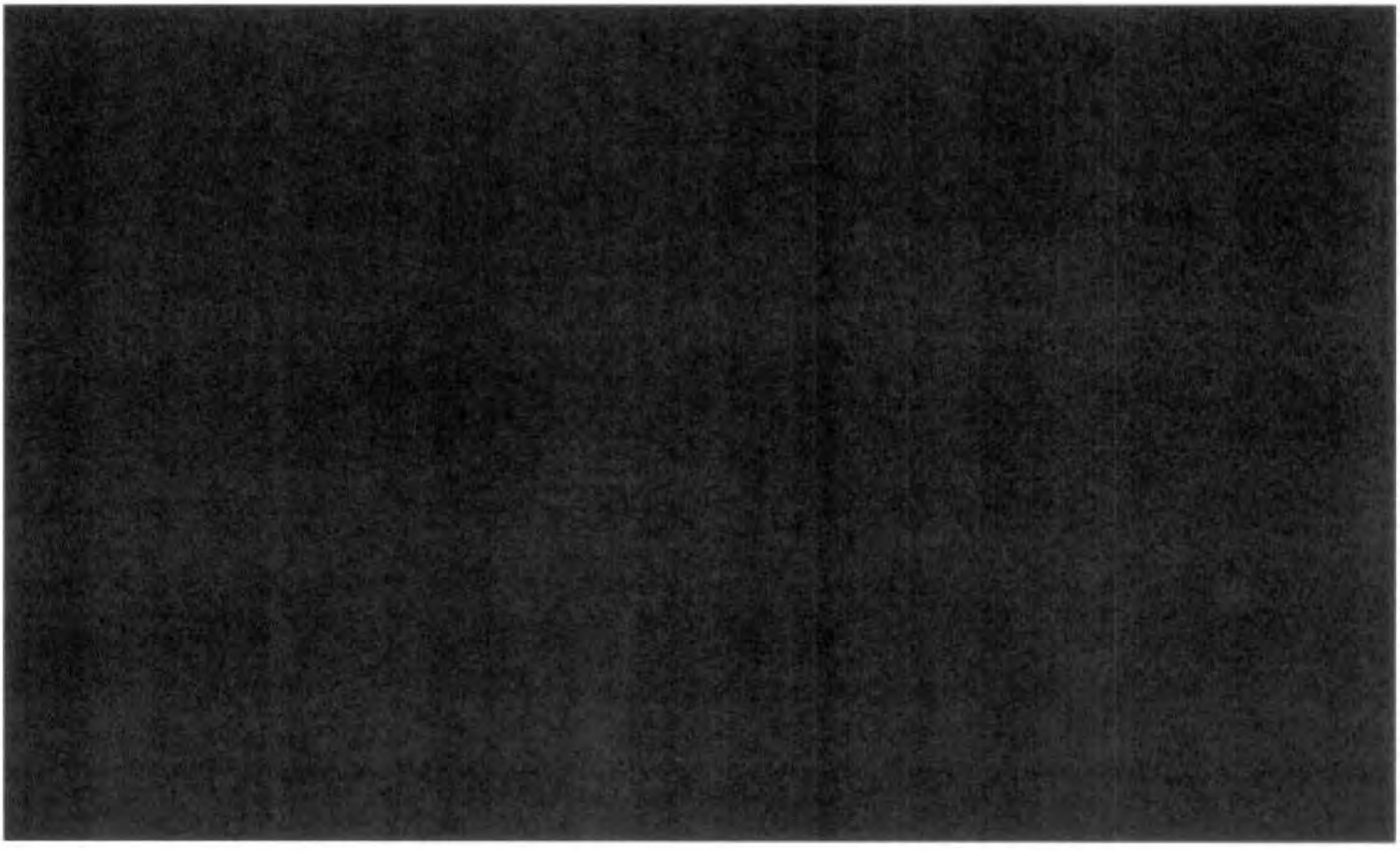
ORGANIZATION/ OWNERSHIP

The legal entity of Levy Restaurants is Levy Premium Foodservice, L.L.C., a Texas limited liability company that operates all of Levy Restaurants' business in Texas. The members of the proposing entity are Levy GP Corporation, an Illinois corporation and Levy Restaurant Limited Partnership ("LRLP"), an Illinois limited partnership. Compass Group USA, Inc., a Delaware Corporation, is a limited partner of LRLP and the parent company of Levy Restaurants.

FRANCHISEE/ LICENSEE

Levy Restaurants is neither a franchisee nor licensee of another company that is in the business of providing foodservices.

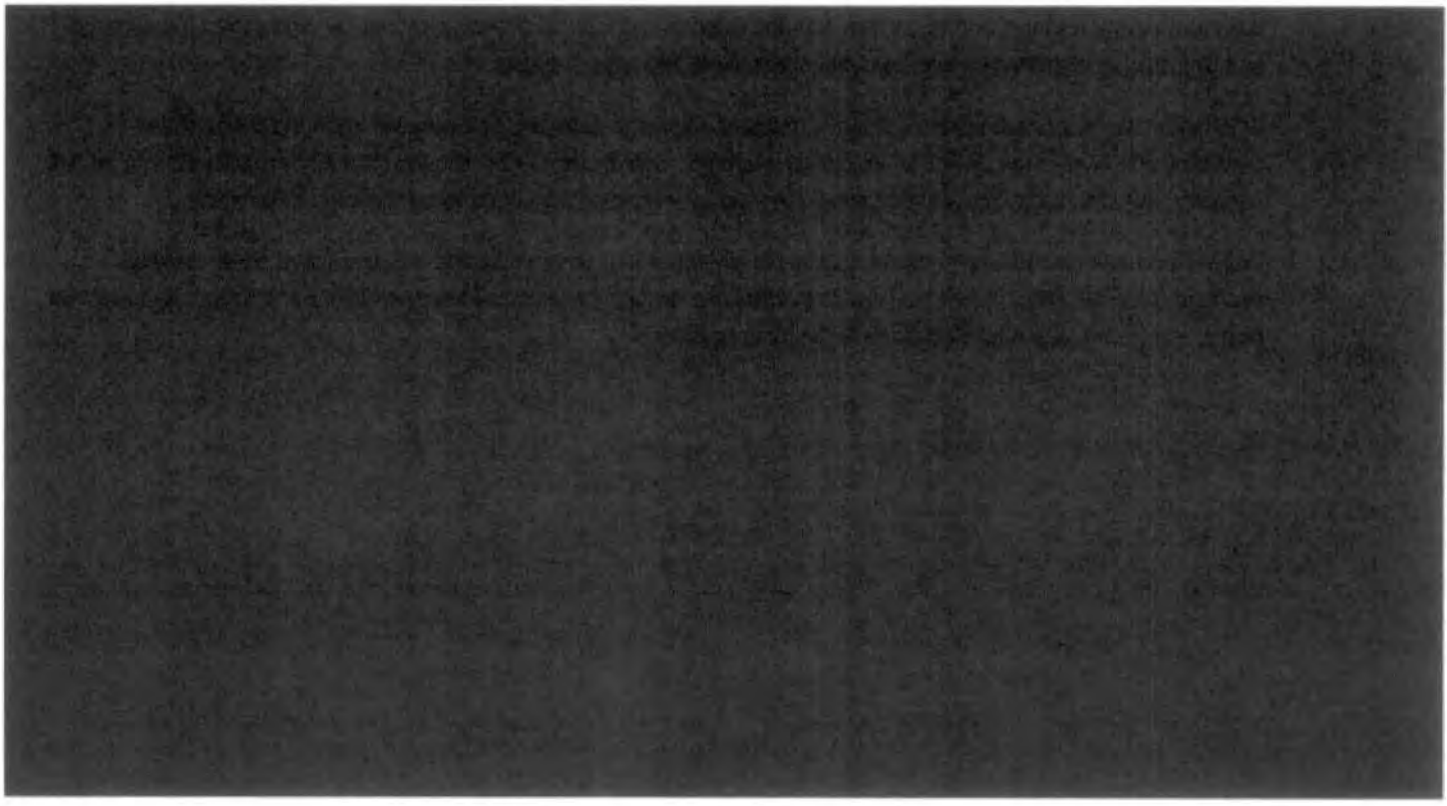
I: MARKETING AND SALES APPROACH



Levy Restaurants

MARKETING AND SALES PROGRAM

SECTION 5.5



Levy Restaurants

5.5.1

THE CITY IS RESPONSIBLE FOR BRINGING CUSTOMERS TO EVENTS AND THE SUCCESSFUL PROPOSER WILL MARKET THE FOOD AND BEVERAGE SERVICES. PROVIDE SPECIFIC INFORMATION ON A PROGRAM DIRECTED TO THE REPEATED CATERING, MARKETING AND SALES EFFORT FOR THE ACCD. PROPOSERS SHOULD SUBMIT MARKETING MATERIAL AND DETAIL ANY SALES CAMPAIGNS FOR SIMILAR FACILITIES AT WHICH IT CURRENTLY OPERATES. THE SUCCESSFUL PROPOSER WILL INCORPORATE BOTH CREATIVITY AND THE "FLAVOR" OF AUSTIN INTO THE OPERATING STRATEGY FOR CATERING AND CONCESSIONS AT THE ACCD.

Levy Restaurants is passionate about partnering with Austin Convention Center and creating a Genuine & Authentic Austin Experience for all of our guests from show manager, and exhibitor to attendee, and community member.

To market, sell and execute the most memorable events we start with a team of passionate people who are true proprietors focused on delivering our shared vision. We look forward to setting the table for success at the Convention Center and beyond the four walls! Our onsite team supported by Home Office and Regional support teams should be considered an extension of the ACCD. Our Director of Sales and Marketing will travel with the team to solicit new business, advance shows, and to oversee both the external and internal branding, marketing, and communications as well as focus on coordinating and executing the multi-faceted onsite events.

Whether networking or advertising within the industry, regionally, nationally or locally, we know the power of any marketing effort lies in the unified strength of our brands. Coordinating external efforts is the key to success and we will support the global Austin Convention Center message by leveraging resources, expertise and relationships.

External and internal marketing require careful consideration in programming and execution from show manager relationship development, event planning to internal marketing showcasing all the destinations and special features from chef demos to the new Austin Convention Center concessions.

1) PLANNING RESOURCES:

Much of what we'll create together will be developed exclusively for Austin Convention Center and highlight the authentic experiences created every day and with every event; however the onsite team also has access to resources that may be used for planning, budgeting and brainstorming including:

- **MARKETING PLAYBOOK:** dynamic resource with templates and ideas to create, produce, budget for, execute and track results of marketing programs. Themed Signage, Promotional Collateral, Value-Added Collateral, Guest Communication Tools, Party Planning and more.
- **MAJOR EVENT PLAYBOOK:** Leveraged in planning for such renowned events as the World Energy Summit, Grammy's, Super Bowl, US Open and other major conventions around the nation, this compilation of best practices and ideas will help the team shine during major events, from collateral and signage to steps of service.
- **LOGO AND PHOTO LIBRARY (MEDIA RICH):** Organized, user-friendly resource to access relevant and usable files including logos and identities for specialty concessions or food photography for menus and promotional materials

2) CREATING A PLAN:

As the center of the city, the first step in creating a truly strategic marketing and sales plan for the center is to outline key audience segments and a specific approach to marketing food and beverage and retaining business. Working together to unify our message and communicate the authentic Austin experience ensures a cohesive marketing strategy that resonates with each of the four key segments.

SEGMENT ONE: CLIENTS/SHOW MANAGER

As the key decision maker and driver behind returning shows and securing new shows for the upcoming years, we pull out all the stops to build lasting relationship that are cultivated in Austin and extend throughout our network of sports locations, restaurants, golf courses and more. With unforgettable backdrops and VIP treatment we can meet, entertain and retain primary show management from the following main segments:

PROFILE BY INDUSTRY:

ASSOCIATIONS

- Legal
- Environmental/Agricultural
- Technology/IT
- Financial
- Pharmaceutical, Health and Medical Associations

GOVERNMENT/PUBLIC ADMINISTRATION/MILITARY

EDUCATION

CORPORATE EVENTS

CONSUMER

- Music
- Faith Based
- Cultural Shows and Events
- Social
- Groups of 500 or less

INTEGRATED MARKETING

WE BELIEVE in an integrated marketing campaign that appeals to all senses, is aligned to specific market segments and delivers unique messaging to each audience 1) Social 2) Convention 3) Corporate 4) Association

EXAMPLES:

CAMPAIGN OBJECTIVE:

Anticipation is a form of action and will be leveraged into a powerful and emotional call-to-action.

CULTIVATING A RELATIONSHIP:

Of course the best opportunity to showcase Austin is in Austin, but from time to time we have to take the show on the road and that's when Levy's network of amazing locations from coast to coast can provide the perfect backdrop for hosting key clients. Examples include:

- Chicago – Our home base and home to our head of marketing and sales, we'll work with onsite teams to design the perfect experience to entertain key show managers, whether at one of our restaurants or an array of entertainment venues
    - Imagine VIP access and entertaining in the suites at Wrigley or US Cellular Field, seeing a concert at Ravinia, watch the horse races at Arlington or treat the family to a behind the scenes tour and a magical day at the Lincoln Park Zoo!
    - Dine at Spiaggia while our James Beard award winning chef Tony Mantuano customizes a night to remember of 4-star Italian cuisine
- Washington D.C. - another key market and with Levy partnerships, we have an opportunity to entertain as if it's your home turf
    - Enjoy a game or concert at Verizon Center a ballgame at Nationals Park both great opportunities to enjoy the "Levy Difference"
- And when another experience just won't do, we'll mobilize forces and bring the Austin experience to them.
    - Taking the city of Austin on the road with a bang!

CREATIVE AND CUSTOM MENUS:

A key ingredient in delivering a true Austin experience is in the food and beverage. We are excited to bring our culinary talent to the table and to partner with renowned chefs in the area and cultivate new talent that will satisfy the appetites of locals and visitors alike for years to come.

To deliver on the promise of creating restaurant quality food and hospitality, we plan to:

- Create customizable menus to match taste buds and budgets
- Personalize the Show Office from favorite foods to periodicals, truly making it their home away from home
- Understand the importance of flexibility during the event

ADVISORY BOARD - KEEPING OUR FINGER ON THE PULSE:

It's a fast paced industry and staying at the forefront of what show managers are seeking is essential. Based on past experience, we recommend formalizing an Advisory Board consisting of industry leaders and repeat business. The opportunity to hear directly from existing and potential show managers has been an integral part of previous successful convention center transitions – resulting in a seemless event experience and even bringing back business that had left the location. Developing these key relationships in the industry also allows us to vet recommended changes and inspire new ideas from food and service to technology and beyond --- all the pieces that will keep shows coming back to Austin.

Advisory Board will allow us to keep in close touch with key players and impact the business through:

- Developing key relationships
- Identifying trends and changing needs
- Get "buy in" from these important decision makers
- Stronger and deeper relationships and giving us the opportunity to upsell and grow our sales

SEGMENT TWO: EXHIBITOR

Making sure our key clients are happy is only part of the puzzle, the next piece is making sure their major constituents are taken care of in a seamless approach. Understanding their needs and proactively helping to plan pre-event, facilitate ancillary events and create new options for booth catering as well as creating unique experiences to keep them and the attendees on the floor is a primary focus.

CREATING GREAT EXPERIENCES:

Convenient/Quick/Quality—focused on getting the job done and doing it right; want a convenient food offering that is either near their booth or where they need to go; can socialize once they finish their work for the day

- Appealing booth catering menus
- Option to buy before the event
- Online ordering

Social/Expence— want variety in their food offerings and are willing to pay for quality; use food as a focus to seal deals with clients; some have catered events and know exactly what they want/need

- Flexible dining that morphs with show demographics and day parts

Fighting the temptations outside the four walls and creating unique and authentic Austin experiences provides reasons for exhibitors and attendees to stay at the Convention Center. A few key events and areas will help increase dwell time in the Convention Center, helping to cultivate business while making it see authentically Austin.

SEGMENT THREE: ATTENDEE/GUESTS

With a diverse range of shows and events held in Austin Convention Center from major association and corporate events to cultural events and government meetings our food and beverage programming is not only innovative but inspired by the local landscape. With multiple tasty options from celebrity guest chefs, local flavors, our menu of options addresses the needs of this diverse crowd and will be scalable to optimize the experience for each event.

PROFILE BASED ON BEHAVIOR:

Cultural Minded – there for cultural/community initiative or engagement

- Convenient Quality
- Social Eaters and Drinkers
- Scene Crowd: Food and Drink Offers
- Wowed by Visual Appeal (Packaging, Décor)

Authentic—know the market and their food options; looking for quintessential Austin experience when it comes to food; want to feel like they've experienced the capital of Texas even if they never leave the Convention Center

- Authentic
- Unique
- Variety

Freebies—base their schedules around free events; don't want to pay for anything other than the products they need to purchase; look at the market schedule or base appointments on who will have the best catered food or best FREE offerings

- Search for the "Best in Class"
- Quality and Price Driven

SEGMENT FOUR: COMMUNITY

The community in which we live and work is of primary importance, we've already created lasting relationships and through new partnerships we'll continue to develop and ensure our surrounding neighbors feel a strong connection and sense of pride in the center.

PROFILE BASED ON BEHAVIOR:

Community Members—neighbors, friends and family.

- Directly tied to success of Austin Convention Center
- Customization is King
- Relationship

CULTIVATING OUR RELATIONSHIP:

Open House – it's important for our doors to always be open to the community and to showcase everything happening at ACCD as well as encourage others to get involved.

- Whether hotels, restaurants, event planners, we plan to host receptions, coffee, and fun events to facilitate conversation and keep people involved in the center.

Staying connected to local and national industry organizations including MPI, NACE, ISES, IAEE is another way to keep our finger on the pulse of activity.

As the unifying program for all of our charitable and community outreach, Levy Cares truly is the heart and soul of our organization. As our Levy Restaurants family has grown, so has our ability to make a difference – so as we enter new communities we will look to existing relationships and new ways to further our shared goal of making a difference in the community.

3) UNIQUE MARKETING PROGRAMS

THE NEW FAM EXPERIENCE:

FAM trips are an important opportunity for our guests to understand the unique Austin experience they will have at ACC. Working together with ACCD and the CVB, we will create unforgettable FAM trips that leave guests feeling the Center has the city under one roof!

Show Managers will get a flavor for Austin without leaving the Center but thinking and acting beyond the four walls of the Austin Convention Center, we want to leverage community relationships and help unlock the city's quintessential experiences.

CUSTOMIZING THE EVENT EXPERIENCE:

From the Grammy's to Major Conventions and Shows to Super Bowls and Super Galas or hosting the World Leaders at the G20 Summit – WE INVITE MAGIC, PASSION AND ENTHUSIASM with everything we do. Not only do we entertain at the world's most notorious events, but our chefs continually create new menu items that are seasonally and regionally inspired.

We look at each new event as a way to challenge our creativity both in the kitchen and on the show floor. At Austin Convention Center, our team will work with show managers to help create a unique themed experience leveraging connections to local culinary celebrities and icons, to Levy relationships with national names and seafood specialists and Top Chef Masters like Rick Moonen or our very own Tony Mantuano, to event experiences inspired by the – ultimate cocktail party packages; Southern Specials taken from it's traditional roots at the Kentucky Derby and any pairing to perfectly match a clients vision.

- Share Chef Moonen's passion for seafood by having the moon'n doggie cart – a special creation developed in partnership with Rick Moonen and Levy Restaurants on the Exhibition Floor for Exhibitors and Attendees to enjoy
- Experience 4-star Spiaggia and provide guests with a signed cookbook from Tony Mantuano.

"CHEF TASTINGS":

A key ingredient to the sales process and building a relationship with clients is menu development. Levy's team of chefs enjoy engaging the client in one on one chef tastings to showcase their wide variety of options and ensure successful preparation for each event.

Client chef tastings for show managers are done as regularly as 15 – 20 times per month and includes appropriate Austin Convention Center staff to share in the planning and taste what is in store.

Invite the Austin Convention Center team to tastings twice annually to showcase new menu items, discuss opportunities and trends and provide a time for continued team building.

WEBSITE:

We propose an interactive, microsite developed to whet the appetite and set the stage for all the culinary options and variety of event experiences that the Center has in store will be a central hub of activity. With extensive web pages developed and updated regularly all virtual visitors can get prepared for the upcoming event by find the location that will fit their needs and plan to enjoy what makes Austin unique. It will be a great tool for Show Managers, Exhibitors and Attendees alike.

- Dining Options
- Signature menu items
- Schedule of Chef Demos
- Catering with authentic dishes and new trend focused items
- Exhibitor entertainment options

SOCIAL NETWORKS - CREATING CHEF BUZZ:

The social network is a powerful tool for keeping everyone updated on all the special moments we are creating together. Making sure key influencers in all the major categories: media, show managers, culinary, musicians, attendees, exhibitors are helping to capture and spread the message across social networks will create awareness of offerings and showcase the unique Austin Convention Center experiences.

- Twitter updates on evening functions
- Facebook postings of celebrity chef cooking demos
- ACCD page on LinkedIn that has culinary presence and postings
- Get great PR
- Featured event case studies to help inspire other planners

PUBLIC RELATIONS

To help celebrate the uniqueness of the venue and get the word out about how we create special events, we are strategic partners in creating and getting good media coverage. We provide the media with a topic for coverage that's as alluring and appetizing as it is telegenic. Stories like these engage show managers, attendees and the community alike.

Available for interviews and demonstrations, our chefs enthusiastically

showcase the signature food and beverage specialties that will make the event and venue even more special. From chef profiles to features about signature items to fun facts about the number of people and dishes served, we create stories that engage the media and grab headlines before we provide our real service to our partners: peerless event day experiences their guest will never forget.

Levy Restaurants is excited about the chance to win your business and begin a partnership with the Austin Convention Center. We're passionate about developing a true partnership and supporting your efforts with innovative programs that engage the guest and strengthen business relationships. We're looking forward to leading the industry with a collaborative approach to client, exhibitor and guest communication, marketing and sales through targeted campaigns and leveraging the depth of both our resources.

Coca-Cola
RED WHITE & BUBBLY
celebrating in style
Levy Restaurants and the Georgia World Congress Center invite you to
July 4th - 6pm - fireworks end.
PLEASE RSVP TO
Wendi Lucas by June 23rd at
404-223-4553
You're invited to tease your taste buds
Select Menu Options
We are Mixed Drink Perfectionists! Our Martini Bar can serve up just about any drink you can imagine. With premium liquors and professional bartenders, your guests will be ordering drinks that take your event to the next level.
Learn more about Beverage Options
Find your Favorite Flavors! Our Satays come in all shapes and sizes. We gave this traditional dish a culinary boost by adding marinades and
Making every event
a memorable experience
TOAST
THE HOLIDAYS!
We invite you to book your holiday Events
at our fabulous venues including
Your party can offer an elegant the opportunity to be home
in Centennial Park, impress the execs at our Owners Club
at The Georgia Dome, or use our fabulous
restaurant venues with the Georgia World Congress
We offer the perfect venue for any size group!
PLEASE CONTACT WENDI LUCAS
TO PLAN YOUR NEXT EVENT AT
404-223-4500 EXT. 3353
WLUCAS@LEVYRESTAURANTS.GWCC.COM
PARTNERSHIP IS ROOTED IN TRUST
Levy Restaurants earns it
Levy Restaurant

5.5.2

PROPOSER SHALL SUBMIT MAJOR ACHIEVEMENT/AWARDS/ RECOGNITION EXAMPLE(S) OF INNOVATIVE MARKETING YOU'VE CREATED IN COLLABORATION WITH A CLIENT. SUBMIT PHOTOGRAPHS, ARTICLES OR OTHER SUPPORTING INFORMATION YOU MAY WISH TO PROVIDE. DO NOT SUBMIT MARKETING MATERIALS UNLESS THEY ARE ASSOCIATED WITH THE SPECIFIC AWARD.

AWARDS AND RECOGNITION:

- PETA: Most Vegetarian Friendly NFL Stadium Award 2011, 2010
- New York Times Corner Office with Adam Bryant 2011: Andy Lansing
- Wine Spectator, "Best of Award of Excellence", Spiaggia, 2011
- Stanford Publishing, Growing an Entrepreneurial Business: Concepts and Cases, by Professor Ed Hess, 2011
- Michelin Guide, awarded Star Rating Spiaggia 2011, 2010
- James Beard nomination, Outstanding Restaurant, Outstanding Chef, Spiaggia, 2010 Spiaggia
- Niman Ranch, Outstanding Partnership and Support of Sustainable Agriculture, Humane Animal Care & US Family Farms, 2010
- Fast Company Magazine 10 Most Innovative Companies in Sports, 2009
- SportsBusiness Journal "20 Most Influential People: Sports facility design, architecture and development," 2004
- NRA Restaurant Neighbor Award, 2009
- Companies That Care Honor Roll, 2007, 2006

5.5.3

DESCRIBE THE SPECIAL STAFF EXPERTISE AND AVAILABILITY IN REGARDS TO MERCHANDISING AND STANDARDS, NEW MENU INTRODUCTION AND MARKETING THAT YOUR COMPANY WOULD PROVIDE TO THE ACCD.

"What the eye admires, the heart desires."

We know people eat with their eyes, and that food experiences are best enjoyed when they make strong emotional connections with the guests! To create that powerful attraction at the Austin Convention Center, our merchandising team of chefs, operators, group sales experts and designers will factor in every aesthetic detail, building one upon the other to set the foundation for sensory engaging food interactions. Based on our knowledge of the functional needs that lay the foundation for satisfying experiences of the convention center attendees, we also contemplate traffic flow, transaction times, convenience, flexibility and ease of selection. This attention to detail lives at the heart of our food and beverage merchandising philosophy and fuels every food journey to drive revenues and higher guest fulfillment.

Our food and beverage merchandising approach begins 100 feet out through environmental elements, such as use of attention getting vertical height and color that are designed to create a gravitational pull to draw hungry guests to within 10 feet of the food concept, inviting their eyes to feast upon the "foodscape," and then welcoming them to take that last mouthwatering step to satisfy their cravings. This approach to creating a compelling design strategy is evidenced by our recommendations in section 5.7.10 of our proposed concessions concepts.

As eyes scan the offerings, every element of the food story strategically unfolds; voicing the quality, freshness and vibrancy of the ingredients, the carefully selected vehicles that support and showcase the offerings punctuated by food identifiers, utensils, smallwares, textures and other design aspects. The development of the food story for each show provides a collaborative opportunity for a show manager or social event client to be involved in the selection of vehicles and set-up to customize their experience and put food in the spotlight.

For the visual merchandising and design of concepts housed within our convention centers and other facilities, as will as the ones that live on the street, our in-house design teams and support disciplines (noted above) have collaborated with architectural and design firms across the country, bringing our food sensibility and experience acumen into a partnership of thinking that creates a transporting sense of place and more user friendly experiences. A sampling of our list includes:

- **AI3** (Georgia World Congress Center)
- **NIEMITZ DESIGN GROUP, INC** (Massachusetts Convention Center Authority)
- **JGA** (Hershey's Chicago and the Blackhawks Store)
- **PENTAGRAM** (Motor and Café Racer at the Harley-Davidson Museum)
- **ALBAZI ARCHITECTS** (Levy's newest Chicago restaurant, Bar Toma)

As your Catering and Concessions Services partner at the Austin Convention Center, we will bring to the table our best merchandising practices teamed with our passion to create locally, regionally, nationally and internationally inspired menus that are offered in well-thought out destinations and cater to the desires of every show manager. In addition, we will work with your team and show managers to utilize the food platform and innovative menus as a marketing tool to extend through traditional and social media channels the unconventionally good and savory food and beverage enticements that await attendees.

As a dedicated family of passionate restaurateurs, we strive to carve out and implement restaurant food and beverage presentations that will delight and engage guests by creating lasting first impressions at the Austin Convention Center.

5.5.4

PROVIDE PROPOSED CONCESSION, BAR AND CATERING MENUS FOR THE ACCD FACILITIES IN 2012 DOLLARS. INCLUDE PRICING, PORTION SIZE WHERE APPLICABLE AND A LISTING OF THE MINIMUM PURCHASING STANDARDS YOUR COMPANY ADHERES TO FOR ALL MAJOR FOOD AND BEVERAGE PROVISIONS. ALL CATERING PRICES MUST INCLUDE THE COST OF LINEN, CHINA AND FLATWARE. PRICING MUST BE COMPETITIVE WITH SIMILAR FACILITIES IN THE REGION.

BUON TEMPO

CAVATAPPI PASTA		
With a Creamy Chicken Alfredo	12 oz.	7.75
CAVATAPPI PASTA		
With Spicy Sausage Diavolo	12 oz.	7.75

SANDWICHES

CHICKEN CAPRESE SANDWICH	13.5 oz.	7.00
SPICY CAPPICOLA, PROVOLONE, ARTICHOKE PESTO	12 oz.	7.00

SALADS

ANTIPASTI SALAD	14 oz.	7.25
BOCCONCINI SALAD WITH GRILLED VEGETABLES	14 oz.	7.25
CAESAR SALAD	10 oz.	5.25
CHICKEN CAESAR SALAD	14 oz.	7.25

SNACKS

WHOLE FRUITS	1 each.	2.00
GIANT MUFFINS	8 oz.	3.00
CINNAMON ROLLS	6 oz.	3.50
KETTLE STYLE CHIPS	1 oz.	2.25

SWEET TREATS

COOKIES	2oz.	2.75
CANDIES	1 each	3.00

BEVERAGES

IMPORTED & MICRO BOTTLED BEER	12 oz.	6.50
DOMESTIC BOTTLED BEER	12 oz.	6.00
BOTTLED WATER	20 oz.	3.50
SODA	16 oz.	3.50
JUICE	16 oz.	4.00
COFFEE	12 oz.	3.50
BREWED TEA	16 oz.	3.50

SOCO MKT

SANDWICHES

HONEY GLAZED PORK	5 oz.	7.00
PEPPERCORN ROAST BEEF	5 oz.	7.00
ROAST TURKEY BREAST	5 oz.	7.00

SALADS

BABY LETTUCE, CHOICE OF DRESSINGS	8 oz.	4.50
RANCHERO FRUIT SALAD	13.5 oz.	6.25
TEXAS NATIVE SALAD	12.25 oz.	7.25
CLASSIC CAESAR SALAD	10 oz.	5.25

SIDES

JALAPEÑO COLE SLAW	4 oz.	3.00
CHILI MACARONI SALAD	4 oz.	3.00
COUNTRY COLE SLAW	4 oz.	3.00

SNACKS

WHOLE FRUITS	1 each.	2.00
GIANT MUFFINS	8 oz.	3.00
CINNAMON ROLLS	6 oz.	3.50
KETTLE STYLE CHIPS	1 oz.	2.25

SWEET TREATS

COOKIES	2oz.	2.75
CANDIES	1 each	3.00

BEVERAGES

IMPORTED & MICRO BOTTLED BEER	12 oz.	6.50
DOMESTIC BOTTLED BEER	12 oz.	6.00
BOTTLED WATER	20 oz.	3.50
SODA	16 oz.	3.50
JUICE	16 oz.	4.00
COFFEE	12 oz.	3.50
BREWED TEA	16 oz.	3.50

SALSARITA!

SOFT TACOS

CARNE ASADA	(2 Tacos – 9.5 oz.)	4.50
POLLO AL CARBON	(2 Tacos – 9.50 oz.)	4.50
VEGETABLE RAJAS	(2 Tacos – 9.50 oz.)	4.50

NACHOS

CHICKEN NACHO GRANDE	19 oz.	8.00
BEEF NACHO GRANDE	19 oz.	8.00

SALADS

CHICKEN POSOLE SALAD	16.5 oz.	7.25
TOSTADA CHICKEN SALAD	19 oz.	7.25
TOSTADA BEEF SALAD	19 oz.	7.25
RANCHERO FRUIT SALAD	13.5 oz.	6.25

SNACKS

WHOLE FRUITS	1 each.	2.00
GIANT MUFFINS	8 oz.	3.00
CINNAMON ROLLS	6 oz.	3.50
KETTLE STYLE CHIPS	1 oz.	2.25

SWEET TREATS

PAN DULCE – MEXICAN SWEET BREAD	1 each	2.00
COOKIES	2oz.	2.75
CANDIES	1 each	3.00

BEVERAGES

IMPORTED & MICRO BOTTLED BEER	12 oz.	6.50
DOMESTIC BOTTLED BEER	12 oz.	6.00

BOTTLED WATER	20 oz.	3.50
SODA	16 oz.	3.50
JUICE	16 oz.	4.00
COFFEE	12 oz.	3.50
BREWED TEA	16 oz.	3.50

LOADED DOGS

DELI DOG	6-1	4.75
TAILGATE ON A PLATE	6-1	4.75
THAI IT-U LIKE IT	6-1	4.75
FRITO PIE DOG	6-1	4.75
BURGER DOG	6-1	4.75
TACO DOG	6-1	4.75
BIG KID DOG	6-1	4.75
THE HEATER	6-1	4.75

SNACKS

WHOLE FRUITS	1 each	2.00
GIANT MUFFINS	8 oz.	3.00
CINNAMON ROLLS	6 oz.	3.50
KETTLE STYLE CHIPS	1 oz.	2.25

SWEET TREATS

COOKIES	2oz.	2.75
CANDIES	1 each	3.00

BEVERAGES

IMPORTED & MICRO BOTTLED BEER	12 oz.	6.50
DOMESTIC BOTTLED BEER	12 oz.	6.00
BOTTLED WATER	20 oz.	3.50
SODA	16 oz.	3.50
JUICE	16 oz.	4.00
COFFEE	12 oz.	3.50
BREWED TEA	16 oz.	3.50

PITMASTER BBQ

SANDWICHES

CUBANO	10 oz.	7.25
BHAN MI	10 oz.	7.25
TEX MEX	10 oz.	7.25
B&B	10 oz.	7.25

SALADS

BABY LETTUCE, CHOICE OF DRESSINGS	8 oz.	4.50
RANCHERO FRUIT SALAD	13.5 oz.	6.25
TEXAS NATIVE SALAD	12.25 oz.	7.25
CLASSIC CAESAR SALAD	10 oz.	5.25
SMOKE HOUSE COBB	8 oz.	7.25

SIDES

JALAPEÑO COLE SLAW	4 oz.	3.00
CHILI MACARONI SALAD	4 oz.	3.00
COUNTRY COLE SLAW	4 oz.	3.00

SNACKS

WHOLE FRUITS	1 each.	2.00
GIANT MUFFINS	8 oz.	3.00
CINNAMON ROLLS	6 oz.	3.50
KETTLE STYLE CHIPS	1 oz.	2.25

SWEET TREATS

CUP CAKE PIES	8 oz.	4.75
COOKIES	2oz.	2.75
CANDIES	1 each	3.00

BEVERAGES

IMPORTED & MICRO BOTTLED BEER	12 oz.	6.50
DOMESTIC BOTTLED BEER	12 oz.	6.00
BOTTLED WATER	20 oz.	3.50
SODA	16 oz.	3.50
JUICE	16 oz.	4.00
COFFEE	12 oz.	3.50
BREWED TEA	16 oz.	3.50

GROUP SALES CATERING MENU

Levy Restaurants

You're Invited...

You're Invited...

To take a seat at our family table, where over 30 years of culinary and hospitality experience come together with heart and commitment. We've built our reputation on offering world class best service in showcase locations. From clubhouse seats to once-in-a-lifetime home plate ceremonies, your occation is our passion. You're invited to cherish this moment.

Contact

Austin Convention Center
500 East Cesar Chavez Street
Austin, TX 78701-4121

Full Catering Menu

Breakfast

Design-Your-Own Breakfast	B1
Breakfast Action Stations	B2
Plated Breakfast Options	B2
Breakfast Beverages	B3

Breaks

Breaks Menus	BK1-2

Lunch

Design-Your-Own Plated Luncheons	L1
Lunch Chef's Tables ™	L2
Chef's Table Enhancements ™	L3

Anytime Anywhere

Anytime Anywhere Menus	AA1-2
Gluten Free Menus	AA3-4

Receptions

Reception Menus	R1-3
Reception Stations	R4-5
Carving Stations	R6

Dinner

Plated Dinners	D1
Dinner Chef's Table ™	D2
Design-Your-Own Chef's Table ™	D3

Dessert

Dessert Tables	DS1

Beverages

Specialty Bars and Beverages	BV1
Non-Alcoholic Beverages	BV2
Bar Selections	BV3
Package Bar Service	BV4
Wines by the Bottle	BV5-6

Made-to-Order **Mornings**

Start your day off right with our traditional continental breakfast and add your favorites for a custom dining experience!

Traditional Continental Breakfast

- Orange and grapefruit juices
- A selection of seasonal fruits and berries
- Breakfast breads and miniature bagels
- Sweet butter, fresh fruit preserves
- Low-fat and plain cream cheese
- Coffee and an assortment of hot teas

Customize By Adding The Following Enhancements

Chef's Favorites — ***A Selection of Freshly Made Breakfast Sandwiches***

- Bacon with Cheddar cheese and scrambled eggs on a buttery croissant
- Hickory-smoked ham, Swiss cheese and egg on a mini pretzel roll
- Chicken sausage with aged Cheddar cheese and farm fresh eggs on a warm buttermilk biscuit
- Our breakfast burrito filled with farm fresh scrambled eggs, pico de gallo and chihuahua cheese

Egg Selections

- Classic Eggs Benedict with poached eggs, Canadian bacon and hollandaise
- Morning egg scramble with Cheddar cheese and chives
- Baked egg casserole with bacon, spinach and Jack cheese

Assorted Individual Selections Of Dry Cereals

Accompanied by low-fat and whole milk, bananas and fresh seasonal berries

Breakfast Meats

- Breakfast bacon
- Country sausage links
- Turkey bacon
- Chicken sausage links
- Sliced sugar cured ham

Selections of Individual Fruit Flavored Low-Fat Yogurts

The Ultimate Oatmeal Bar

A hearty and healthy start to the day. Rolled oats served hot with a selection of fresh and dried fruits, slivered almonds, brown sugar and low-fat and whole milk

Page B1

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Continental Combinations

Have a number of meals to plan? Choose from our Chef-designed packages to make you selections easy!

Friendship Continental Breakfast

- Orange and cranberry juices
- Market fresh seasonal fruits and berries
- Chef's selection of bakery fresh Danish
- Flaky almond, butter and chocolate croissants
- Low-fat and regular fruit yogurt
- Sweet butter and fruit preserves
- Coffee and an assortment of hot teas

Capitol Continental Breakfast

- Orange and cranberry juices
- Fruit salad with strawberry yogurt sauce
- Fresh baked breakfast breads
- Selection of mini bagels
- Low-fat and plain cream cheese
- Sweet butter and fruit preserves
- Coffee and an assortment of hot teas

Apollo Continental Breakfast

- Granola with dried fruits and low fat yogurt
- Oatmeal with raisins, brown sugar and ground cinnamon
- Chef's selection of bakery fresh muffin tops
- Sweet butter and fruit preserves
- Coffee and an assortment of hot teas

Continental Breakfast - Four

- Seasonal house-made fruit waters
- Seasonal fruit skewers
- Three cheese strata with charred green chilies, scallion sour cream
- Old fashioned cinnamon sticky buns
- Fresh baked seasonal fruit flavored and traditional scones
- Sweet butter and fruit preserves
- Coffee and an assortment of hot teas

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Meeting Room Breakfast Action Stations

The following tables may be added to any of our breakfast menus.
Served for a minimum of 30 people.

Omelet Station

Accompanied by an array of fresh vegetables including red and green bell peppers, onions, mushrooms and spinach with assorted meats and cheeses including smoked bacon, ham, jack and Cheddar cheeses. Served with spicy pico de gallo, salsa, farm fresh cage-free eggs and egg whites.

Breakfast Tacos

Freshly prepared scrambled egg tacos seasoned with your choice of Mexican sausage, roasted chili peppers, carne asada and topped with Cojita cheese, cilantro and onions.

Hot Iron Belgian Waffles

Made to order by our Chefs and served with a selection of seasonal fruits, whipped cream, warm maple syrup, whipped sweet butter, shaved chocolate, candied pecans and dusted with powdered sugar.

Stacks Of Griddled Pancakes

Chefs prepare-to-order a freshly griddled selection of: blueberry, banana and chocolate chip buttermilk pancakes served with fresh sliced seasonal fruits, whipped cream, warm maple syrup, whipped sweet butter, shaved chocolate, candied pecans and dusted with powdered sugar.

Plated Breakfast Selections

Includes mini croissants and breakfast breads basket, sweet butter and fresh fruit preserves, orange and grapefruit juices, coffee and an assortment of hot teas.

Entrées

Farm fresh scrambled eggs with bacon and Yukon Gold potatoes
Eggs frittata with feta cheese, spinach and oven-dried tomatoes
Brioche French toast with seasonal berry compote, bacon and maple syrup
Smoked ham and spinach quiche with Gruyere cheese, mushrooms and breakfast potatoes

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Morning and All Day Beverage Selection

Beverage service is based on one hour unless otherwise noted.

Agua Fresca Bar
Orange, honeydew and watermelon agua fresca served with fresh fruit and low-fat yogurt smoothies

Mexican Hot Chocolate
Accompanied by warm churros with cinnamon sugar, whipped cream and chocolate sauce

Soft Drinks, Bottled Water and Juices
Assorted soft drinks, organic apple and natural juices, and bottled water

Signature Coffee Table
Gourmet coffee, herbal teas with flavored syrups, wildflower honey, orange and lemon zest whipped cream, chocolate curls, sugar swirl sticks and selected sweeteners.

Add Iced Coffee to your Signature Coffee Table
Chilled coffee with chocolate and hazelnut syrups, half and half, a variety of sweeteners, cocoa powder and cinnamon.

Fresh Lemonade Bar
Fresh lemonade blended with your favorite flavors of strawberry, watermelon, and lemon with basil.

Fresh Brewed Iced Tea Bar
Assorted green and fruit-flavored herbal teas served with fresh cut lemons and simple syrup

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More than just a **Snack**

Classic Breaks

Menus for the meals between meals.

Balanced Selections For Grab & Go

- Assorted Pop Chips
- Dried wild berries and mango
- Dry-roasted edamame
- Assorted energy bars
- Dark chocolate
- Granny Smith apples and bananas

Meeting Room Create Your Own Energy Mix — *An assortment of gourmet favorites allow guests to customize a sweet, savory or spicy combination. Served with assorted seasonal whole fruits*

- Dried papaya and pineapple
- Banana chips
- Dates
- Yogurt raisins
- Yogurt-covered peanuts
- Unsalted roasted almonds
- Pretzel treats
- Sesame sticks
- Salted roasted peanuts
- Rice crackers
- Green wasabi peas

Hummus Trio
Traditional chickpea, white bean and edamame hummus with crispy pita

Crunchy Vegetable Chips
Served with lemon tarragon dip

Seasonal Sliced Fresh Fruit Platter
Served with strawberry yogurt sauce

Garden Fresh Seasonal Crudités
Individually presented with buttermilk ranch dipping sauce—great on the go!

Asian Crudités
Wok-seared spicy edamame dusted with Togarashi salt, black sesame cucumbers, gingered daikon and carrots served with wasabi ranch and crispy wontons

Jumbo Pretzel Braid
Served warm with chipotle mustard, apple mustard and yellow mustards

A Selection of Energy Bars

Market Whole Fruit
The best of the season! Apples, bananas and local seasonal picks

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Assorted Individual Low-Fat Fruit Yogurts

Fruta Cups

Individually packaged slices of select fruits with chili salt and fresh lime – a refreshing snack with a kick!

Sweet Breaks

The Cupcake Bar

Oh, you will need to have these cupcakes! A variety of flavors including lemon meringue, red velvet, chocolate peanut butter cup, jelly roll, double chocolate and vanilla bean served with ice-cold low-fat and whole milk.

Warm Cookies and Milk

You can smell them now...warm, fresh baked jumbo cookies! Giant peanut butter, chocolate chip and oatmeal cookies served warm on griddles with seasonal fruits and berries. Accompanied by ice-cold low-fat and whole milk.

Fruits in Bloom

Caramel apple bloom - Flaky golden pie petals filled with peeled apples topped with caramel and served with vanilla ice cream.
Berry tart bloom - Flaky golden pie petals filled with apples, blackberries, blueberries and raspberries served with vanilla ice cream.

Cookie and Brownie Sampler

Our signature giant chocolate chunk and oatmeal cookies with fudge brownies.

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Lunch with **Personality**

Design Your Own Plated Luncheon

Let your taste buds decide and create a personalized menu by selecting one of your favorites from each course.

Salads – *Served with warm artisan rolls and sweet butter.*

- Iceberg wedge served with grape tomatoes, red onions, blue cheese, and crisp bacon with a creamy blue cheese dressing
- Caesar salad, crisp romaine, Parmesan and garlic croutons with classic Caesar dressing
- Field greens, grape tomatoes, red onion and cucumbers with an aged balsamic vinaigrette
- Southern salad, baby field greens, assorted berries, spiced pecans, blue cheese and a white balsamic vinaigrette
- Spinach and apple salad, toasted walnuts, chèvre cheese and red onions with a cider vinaigrette
- Cherry tomato and Bocconcini mozzarella salad with wild baby arugula and pesto
- Bibb lettuce with poached pears, candied pecans and crumbled blue cheese

Entrées – *Served with local and seasonal vegetables.*

- Roasted chicken breast with herb-roasted fingerling potatoes and rosemary au jus
- Lemon chicken breast with Vesuvio-style potato, roasted tomato and lemon garlic sauce
- Miso glazed salmon with coconut jasmine rice and baby bok choy
- Braised beef short ribs with garlic Parmesan polenta and cabernet reduction
- Grilled tilapia with roasted tomato and fennel ragout, and Parmesan roasted potatoes
- Grilled petite filet mignon with potato purée and three-peppercorn sauce

- Grilled flat iron steak with truffle white Cheddar macaroni & cheese and Dijon sauce
- Niman Ranch pork tenderloin with sweet potato purée and mustard sauce

Dessert – *Served with coffee and a selection of hot teas.*

- New York style cheesecake with a butter cookie crust and berry compote
- Lemon pound cake finished with seasonal berries and whipped cream
- Southern peach cobbler with whipped cream
- Chocolate mousse garnished with fresh raspberries
- Warm chocolate chip cookie with vanilla ice cream

Your custom three course menu

Page 11

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Lunch Chef's Tables

All Chef's Tables include coffee and tea.

Smokehouse Sampler

- Smoked beef brisket with Texas toast and our signature barbecue sauce
- Barbecued pulled chicken with mini onion rolls
- Pulled pork, jack cheese and poblano quesadilla with spicy salsa and avocado cream
- Smoked turkey Cobb salad with buttermilk dressing
- Loaded macaroni salad with smoked Cheddar, bacon, scallions and hard cooked egg
- Creamy coleslaw
- Blueberry peach cobbler with cinnamon whipped cream

Gourmet Market Sandwich and Salad Table

- "ZLT" sandwich grilled zucchini, vine ripe tomatoes, jalapeno jack cheese and romaine served on chargrilled flatbread brushed with sundried tomato pesto
- Smoked pork belly "BLT" sandwich with vine-ripe tomatoes, wheat toast and mayonnaise
- Country chicken salad sandwich with basil, scallions and almonds with lemon aioli and Italian rolls
- Field greens, grape tomatoes, red onion, cucumber and aged balsamic vinaigrette
- Wild rice salad with dried fruits, pecans and honey-cider dressing
- Vegetable chips and BBQ potato chips
- Chef's selection of gourmet dessert bars

Signature Sandwich and Salad Table – *Hot-pressed sandwich sampler including some of our guest favorites*

- Our famous "hot dog panini" with jack cheese, grain mustard and caramelized onions
- Cuban pressed sandwich with ham, roasted pork, Swiss cheese and spicy pickles
- Four-cheese tomato melt on traditional sourdough bread
- Nicoise tuna salad
- Chinese chicken salad with crispy wontons and Asian vinaigrette
- Harvest grain salad with grilled vegetables and maple-herb dressing
- Sweet potato and kettle chips

Picnic Package

- Kosher style hot dogs served with traditional condiments
- Italian sausage, sweet red and green peppers, onions and giardinera on Italian rolls
- Gourmet nacho bar with beef chili and house-made salsas
- Buffalo chicken sandwiches with blue cheese slaw and mini rolls
- Mustard potato salad
- Coleslaw with sweet and sour dressing
- Cookies and caramel corn

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Meeting Room Create-A-Sandwich

A selection of fresh breads and rolls
Selected cold sliced meats including shaved roast beef, smoked ham, roasted turkey and All-American egg salad
A selection of sliced cheeses including Swiss, provolone and Cheddar
Traditional condiments including mayonnaise, mustard, lettuce, tomato, red onion and pickles
Kettle chips

Lunch Table Enhancements

The following may be added to any of our lunch chef table menus

Chef-Made Soups

Roasted tomato basil
Corn and crab chowder
Hearty chicken noodle
Wild mushroom

Cold Salads

Loaded macaroni salad
Mustard potato salad
Creamy coleslaw
BLT salad with Cheddar cheese and buttermilk dressing
Caesar salad with garlic croutons and shaved Parmesan
"Clubhouse" salad with ham, turkey, Swiss cheese, avocado and toast point croutons
Grilled chicken Cobb salad with a honey Dijon vinaigrette

Box Lunch

Roast sirloin of beef, tomatoes, sweet onion jam and Boursin cheese on focaccia
Grilled chicken, spinach, herb aioli and provolone cheese on focaccia
Smoked turkey, bacon, tomato, lettuce and herb aioli on wheat bread
Ham and Swiss on pretzel bread
"ZLT" flatbread sandwich, grilled zucchini, tomatoes, jalapeño jack cheese and sundried tomato pesto
Whole fruit
Bag of kettle-style chips
Pasta salad with grilled zucchini, red onions and red peppers in a parsley vinaigrette
Fresh baked cookie
Bottled water

A great option for the grab and go lunch!

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Bistro Boxes

- Artisan cheese, gourmet crackers and seasonal fruit with honey and vanilla yogurt dip
- Seasonal vegetable crudite with roasted pepper hummus, sea salted edamame and pita chips
- Fresh mozzarella and vine-ripe tomato with balsamic, roasted red bell pepper, kalamata olives, pickled carrot, onion and cauliflower served with basil pesto
- Dry-aged salami, prosciutto and coppa ham, aged Provolone, cherry peppers, grilled focaccia and sun-dried tomato oil

Build Your Own Market Fresh Lunch

Salads

- Italian Chop Salad
- Chinese Chicken Salad
- Spinach and Arugula with Roasted Fennel

Sandwiches

- Smoked Turkey on Wheat Bread – bacon, tomato, lettuce and herb aioli
- Roast Sirloin of Beef on Focaccia – tomatoes, sweet onion jam and Boursin cheese
- Grilled Chicken on Focaccia – spinach, herb aioli and Provolone cheese
- Ham and Swiss on Pretzel Bread
- "ZLT" Flatbread Sandwich – grilled zucchini, tomatoes, jalapeño Jack cheese and sundried tomato pesto

Sides

- Pasta Salad
- Kettle-Style Potato Chips
- Pommery Mustard and Bacon Potato Salad
- Dill Potato Salad
- Southern Coleslaw
- Caprese Salad
- Marinated Olives
- Artichoke Salad

Sweets

- Fresh Baked Chocolate Chip Cookie
- Fruit Salad
- Whoopie Pie

Beverages

- Bottled Water
- Canned Soda
- Sparkling Spring Water

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Delectable & **Flexible**

Anytime Anywhere Menus

These specialty items make an extraordinary addition to any menu!

Extreme Loaded Mini Dogs — *A smaller version of our specialty that's perfect for sampling our culinary twist on a sport fan favorite.*

- Deli Dog - Sauerkraut and Thousand Island dressing
- Picnic Dog - Beans, BBQ sauce and all the fixin's
- Thai Dog - Daikon radish, cucumber, cilantro sprigs, red onion and sweet Thai chili sauce
- Frito Pie Dog - Chili, cheese and Fritos
- Kimchi Dog - Served up with savory vegetable kim chi
- Mac-N-Cheese Dog - Gooey macaroni and cheese topped with Fritos
- Taco Dog - All your favorite taco toppings on a dog
- Buffalo Style Dog - Buffalo wing sauce and blue cheese slaw

Asian Noodle Bar — *Choose from a variety of classic and exotic flavors, served with a variety of dipping sauces and crisp vegetables.*

- Peanutty Dan Dan Noodles - Udon noodles with toasted peanuts, shredded carrots, green cabbage and peanut dressing
- Spicy Orange Chile Glass Noodles - Rice noodles with ginger-pickled red cabbage, scallions and cilantro
- Thai Noodle Salad - Egg noodles with pea pods, carrots, red pepper, basil and mint tossed in an Asian vinaigrette

Meatball Bar — *A selection of our hand crafted meatballs served with a basket of fresh rolls to soak up the sauce!*

- Chicken with green chile verde sauce
- Thai pork meatball with ginger-soy barbecue sauce
- Italian beef with spiced tomato sauce

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Mac-N-Cheese Madness Table — *Classic comfort food kicked up a notch!*

Buffalo chicken with jack and blue cheese
Smoked pork, green chile and Cheddar
Cheetohs-crusted ***Great for kids of all ages!***
Chorizo and jack cheese with tortilla crust
White cheese mac with spinach and artichokes
Smoked Cheddar with BBQ potato chip crust

Specialty Fare

Mustard glazed corned beef with Louie dressing and marble rye
Beef tacos with assorted salsas, avocado crema and flour and corn tortillas
"Philly" cheese steaks with peppers and onions, cheese sauce, and hoagie rolls
Stadium hot dogs and bratwurst with gourmet condiment bar

Carvery Bar — *All carvery served with gourmet pretzel bread, multi grain and hoagie rolls.*

Chef-carved house smoked turkey with apricot chutney and herb aioli
Chef-carved peppercorn crusted beef sirloin with horseradish cream

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gluten free

Gluten Free Plated Breakfast

Spinach and mushroom scramble with havarti, pesto and roasted red pepper Yukon potatoes and Niman Ranch Gouda sausage accompanied by fresh fruit yogurt, fresh squeezed orange juice, coffee and a selection of herbal teas

Gluten Free Breakfast Chef's Table

- An array of fresh sliced fruits, berries and melons
- Smoked turkey and broccolini scramble with boursin cheese and grape tomatoes
- Twin potato hash with caramelized onions, sweet and russet potatoes, peppered bacon and oven dried tomatoes
- Served with fresh squeezed juice, coffee and tea

Gluten Free Plated Lunch

- Baby spinach salad with cranberries, candied walnuts, goat cheese and Champagne vinaigrette
- Niman Ranch smoked pork chop with apple compote and herb roasted fingerling potatoes
- Flourless chocolate torte with fresh whipped cream and berry garnish

Gluten Free Lunch Chef's Table

- Niman Ranch Sausages - Apple Gouda, spicy Italian and chipotle Cheddar with gluten free rolls and assorted condiments
- House Kettle Chips with roasted garlic parmesan dip
- Southern Cobb salad with hard cooked egg, smoke house bacon, tomatoes, Cheddar, olives and honey-mustard ranch

Gluten Free Plated Dinner

Grilled hearts of romaine salad with blue cheese dressing, smoked bacon and grape tomatoes
Rosemary grilled ribeye chop with soffrito and white truffle twice baked potato with spinach and boursin cheese
Chicago style cheese cake with fresh whipped cream and berry garnish

Gluten Free Dinner Chef's Table

- "Chef carved" filet mignon with Bordeaux mushroom sauce, Dijon-truffle aioli and roasted garlic puree
- Grilled asparagus with hollandaise sauce
- Mesclun greens with Parmigiano Reggiano and red wine vinaigrette
- Roasted beets with Chevre and citrus vinaigrette

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Gluten Free Reception

Chicken wing sampler with garlic-parmesan, classic buffalo and honey mustard with an assortment of dipping sauces

- Philly cheese steak nacho with onions and bell peppers, Monterey Jack sauce and corn tortillas with giardinera
- BLT martini with crisp romaine, shredded Cheddar, smoked bacon and buttermilk dressing in a martini glass
- Fresh vegetable crudités with ranch and chili-lime crema dips

Gluten Free Snack Basket

There's something for everyone! Larabar Cherry Pie Bars, Food Should Taste Good Olive Tortilla Chips, caramel and Cheddar popcorn, Eden Organic Wild Berry Mix and NuCo FREE Dark Chocolate bars.

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Receptions **Re Invented**

Reception Menu

Build a perfect reception from a variety of gourmet to classic signature dishes.

Hot-Pressed Perfection

- Our Signature "hotdog" panini with Jack cheese, caramelized onion and ground mustard
- Cuban press sandwich with roast pork, ham, Swiss cheese and spicy pickles
- Four cheese tomato melt on traditional sourdough
- ***Hot pressed sandwich sampler***

Retro Minis —*Classic favorites!*

- Beef Wellington bites with horseradish cream
- House-made corned beef Reuben with Gruyere cheese and Louie dressing
- Chicken cordon blue with pit ham and blue cheese sauce
- ***Retro sampler***

Stuffed Mushrooms

- Fennel sausage and garlic bread crumbs
- Spinach and Parmesan risotto
- Dungeness crab with lemon aioli
- ***Stuffed mushroom sampler***

Sumptuous Satays

- Ginger chicken served with sweet chili sauce
- Sizzling short rib with Thai peanut sauce
- Coconut curry chicken with mango chutney
- Basil-garlic shrimp with chili lime mint sauce
- ***Satay sampler***

Page R1

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Mini Chilled Shrimp Shooters

- Classic Fisherman's Wharf style with our lemon horseradish cocktail sauce.
- Bayou blackened with remoulade sauce
- Pesto marinated with lemon aioli
- ***Shrimp Shooter Sampler***

Mini All Beef Burgers

- Tavern style classic with American cheese and our secret sauce
- Firehouse burger with applewood bacon and barbecue sauce
- Gourmet burger with truffle aioli and Gruyere cheese.
- ***Mini Burger Sampler***

Coastal Favorites

- Signature crab cakes with lemon aioli
- Seared sesame tuna wonton served with seaweed salad and wasabi cream
- Smoked salmon cracker with crème fraiche, capers and red onion
- ***Seafood Sampler***

Single Sip

- Gazpacho with tomato, cucumber and olive oil
- Butternut squash
- Tomato bisque
- ***Single Sips Sampler***

Grilled Artisan Bread Crostini

- Tomato, basil with artisan olive oil
- Whipped ricotta with olive salad
- Beef carpaccio, garlic aioli and Parmesan
- ***Crostini Sampler***

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Quesadillas

House smoked brisket and Cheddar cheese with avocado crema
Ancho chicken and jack cheese with salsa verde
Baby spinach and brown mushroom with pico de gallo
Quesadilla Sampler

All Natural Niman Ranch Lamb Chops

Charcoal charred and topped with granny smith and mint relish
Garlic grilled with kalamata aioli
Ancho chili crusted with jalapeño citrus salsa
Lamb Chop Sampler

Spoons

Ahi tuna tartare with lemon olive oil, capers and basil
Classic steak tartare with mustard, egg and shallots
Fresh crab salad with citrus aioli and fresh chives
Our Signature Tasting Spoon Sampler

Miniature Tostadas

Spicy seared ahi tuna with cilantro lime crema and jalapeño slaw
Duck breast seared with pasilla peppers and tropical mango salsa
Hand pulled chicken with black bean purée, queso fresco and pickled red onion
Tostada Sampler

Hand Crafted Mini Sliders

Slow roasted prime rib with smoked Cheddar, caramelized onions and barbecue sauce
Breaded chicken Parmesan with marinara and fresh mozzarella
Sirloin meatloaf with crispy onions and wild mushroom gravy
Slider Sampler

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Reception Stations

Pleasing to even the pickiest eaters

Niman Ranch Mini Sausage Table

Naturally-raised Niman Ranch sausages created for Levy Restaurants. Flavors include apple Gouda, chipotle Cheddar and spicy Italian. Served with gourmet mustards, apple slaw and hoagie rolls.

Artisan Cheese Board

Artisan selection of local and imported farmstead cheeses. Accompanied by assorted house-made chutneys, local honeys, artisan breads and crackers.

Antipasti

A selection of hot and cold Italian specialties perfect for any party! Imported cured meats, cheeses, local seasonal vegetables, marinated olives with warm spinach and artichoke fondue. Served with a variety of flatbreads, crostinis and bread sticks.

Nacho and Salsa Bar

Zesty beef chili, spicy queso sauce, crispy corn tortilla chips and our house salsa verde, pico de gallo, salsa rojo and habenero. Served with sour cream, jalapeños and signature hot sauces.

Farmer's Market Table

Chef's selection of local cheeses with fruit chutneys, honey, crackers and Farmer's market crudités with a variety of dips. Accompanied by fresh-baked artisan breads with flavored butters and olive oil.

Sushi

A selection of fresh made maki, including California rolls, spicy tuna rolls and smoked salmon rolls, as well as market fresh sashimi. Served with ocean salad, wasabi, pickled ginger and a variety of dipping sauces. Based on 4 pieces per person

Raw Bar — *A selection of the freshest available chilled seafood. Served with artisan crackers, horseradish cocktail sauce, lemon aïoli, remoulade sauce and specialty hot sauces.*

- Jumbo gulf shrimp 3 pieces per person
- Fresh oysters 2 pieces per person
- Alaskan king crab legs ½lb. per person

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Reception Stations

Gourmet Focaccia — *A fun assortment of artisan grilled focaccia bread with a selection of toppings served hot.*

- Fennel sausage, wild mushrooms and asiago cheese
- Shaved salami, arugula and provolone cheese
- Roma tomatoes, basil and fresh mozzarella
- Pulled chicken, basil pesto and four cheeses

Fresh Fruit

An elaborate display of seasonal local and tropical fresh fruits and berries. Served with strawberry yogurt dip, mint-lime syrup and brown sugar crème fraiche.

Bruschetta d'Italia

- Tomato basil with Parmesan and extra virgin olive oil
- Kalamata olives tapenade with chèvre cheese
- Roasted wild mushroom with Gorgonzola cheese
- Caramelized onion with Taleggio cheese

Mashed Potato Bar

Old-fashioned, creamy mashed potatoes with specialty ingredients served in martini glasses. Flavors include lobster mashed potatoes, Yukon Gold mashed potatoes and braised short ribs with a Cabernet reduction and sweet mashed potatoes with cinnamon, brown sugar, butter and candied pecans.

Garden Fresh Vegetable Basket

Chef's colorful selection of the freshest market vegetables. Served with buttermilk ranch dip, hummus, fresh basil pesto and assorted crackers and breadsticks.

Gourmet Flatbread Squares

Two open-faced grilled flatbread selections with gourmet toppings including Caprese with fresh mozzarella, tomatoes, kalamata olives and fresh basil Antipasti with genoa salami, mortadella, prosciutto, roasted peppers and Parmesan.

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Carving Stations

Chef attendant fee applies.

Chef-Carved Side of Smoked Salmon
Pastrami smoked salmon served with classic garnishes, sliced pumpernickel and crème fraîche

Chef-Carved Whole Roast Tenderloin of Beef
Served with peppercorn sauce, horseradish cream and artisan rolls

Sugar-Cured Spiral Ham
With bourbon aïoli, grain mustard, country biscuit and artisan rolls

Ultimate "BLT" Mini Sandwiches
Hickory-smoked pork belly, lettuce, vine-ripe tomatoes, wheat toast and mayonnaise

Spit-Roasted Breast of Turkey
Served with cranberry and apricot chutneys, herb aioli and artisan rolls

Texas Style Smoked Brisket
Served with our Levy signature barbecue sauce, crispy onion straws and mini onion rolls

Garlic Roasted Beef Strip Loin
Wild mushroom sauce, grain mustard, creamy horseradish sauce and artisan rolls

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Distinquished Dinners

Design-Your-Own Plated Dinner

Let your taste buds decide and create a personalized menu by selecting one of your favorites from each course.

Salads – *Served with warm artisan rolls and sweet butter*

- Iceberg wedge served with grape tomatoes, red onions, blue cheese and crisp bacon with a creamy blue cheese dressing
- Caesar salad, crisp romaine, Parmesan and garlic croutons with Caesar dressing
- Field greens, grape tomatoes, red onion, cucumbers with aged balsamic vinaigrette
- Southern salad, baby field greens, assorted berries, spiced pecans, blue cheese and a white balsamic vinaigrette
- Spinach and apple salad, toasted walnuts, chevre cheese and red onions with a cider vinaigrette
- Cherry tomato and Bocconcini mozzarella salad with wild baby arugula and pesto
- Bibb lettuce, poached pears, candied pecans and crumbled blue cheese

Entrées – *Served with local and seasonal vegetables*

- Roasted chicken breast with herb-roasted fingerling potatoes and rosemary au jus
- Lemon chicken breast with Vesuvio-style potato, roasted tomato and lemon garlic sauce
- Miso glazed salmon with coconut jasmine rice and baby bok choy
- Braised beef short ribs with garlic Parmesan polenta and cabernet reduction
- Grilled tilapia with roasted tomato and fennel ragout and Parmesan roasted potato
- Grilled petite filet mignon with potato purée and three-peppercorn sauce
- Grilled flat iron steak with truffle white Cheddar macaroni & cheese and Dijon sauce
- Niman Ranch pork tenderloin with sweet potato purée and mustard sauce

Duet Entrée Selections

- Double Colorado lamb chop and gulf shrimp with butternut squash polenta and honey-glazed baby carrots
- Herb-crusted tenderloin of beef and Maine sea scallops with scalloped Yukon potatoes and red wine sauce
- Grilled petite filet mignon and seared salmon with risotto cake, braised spinach and three-peppercorn sauce

Dessert – *Served with coffee and a selection of herbal teas*

- Vanilla bean crème brulee with orange almond tuile
- New York style cheesecake with butter cookie crust and berry compote
- Lemon angel food cake finished with seasonal berries and whipped cream
- Southern peach cobbler with whipped cream
- Chocolate paradis' cake with toffee and caramel sauce
- Signature six layer carrot cake
- Warm chocolate chip cookie with vanilla ice cream

Your custom three course menu

Page D1

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Dinner Chef's Tables

All Chef's Tables include warm artisan rolls and sweet butter, coffee and a selection of herbal teas.

Farm Stand — *From produce to poultry, it is about fresh singular goodness!*

Niman Ranch roast rack of pork with balsamic Dijon glaze
Roasted Amish chicken with toasted couscous, dried fruit and natural jus
Chorizo cassoulet with organic vegetables and fresh thyme
Smashed yams with wildflower honey, yam frites and cinnamon butter
Organic field greens salad with white balsamic vinaigrette
Roasted golden beet salad and ricotta salata
Cracked wheat salad with mint, tomatoes and cucumbers
Black beluga lentil and carrot salad with vanilla molasses dressing
Barley citrus corn salad and tarragon pesto
Local fruit pies and miniature tarts served with vanilla bean ice cream

The Steakhouse

Chef-carved New York strip loin with horseradish cream and mushroom jus
Roasted lemon-garlic chicken with natural jus
Grilled salmon with braised spinach and leek confit
Sautéed green beans with tomatoes
Loaded mashed potato with bacon, Cheddar and green onions
Red wine-braised wild mushrooms with shallots
Iceberg wedge with grape tomatoes, red onions, crisp bacon and creamy blue cheese dressing
Caesar salad, crisp romaine, Parmesan and garlic croutons with creamy Parmesan dressing
Traditional bread pudding served warm caramel sauce accompanied by vanilla bean ice cream

The Southern Smokehouse

12-hour smoked beef brisket with barbecue bourbon glaze, mustard barbecue and sweet vinegar barbecue sauces
Smoked pulled pork with creamy coleslaw and onion rolls
Macaroni and cheese, Cheddar au gratin potatoes and baked beans
Roasted corn and poblano salad
Green salad, grape tomatoes, red onion and cucumbers with buttermilk ranch and red wine vinaigrette
Parker house rolls and corn bread with butter and honey
Southern peach cobbler and baked apple crisp with vanilla bean ice cream

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Design-Your-Own Chef's Table

Individualize your menu to suit your event. The ultimate in customization!

Salads

- Italian chopped salad with grilled chicken, bacon, blue cheese, tomato and pasta with a honey Dijon vinaigrette
- Smoked barbecue chicken salad with mixed greens, cornbread croutons and a baked-bean vinaigrette
- Barbecue shrimp and andouille salad with grilled corn, kidney beans, tomatoes and greens tossed with a Cajun vinaigrette
- Chopped vegetable salad with mixed greens, olives, artichokes and Gorgonzola cheese with a red wine vinaigrette
- Caesar salad — crisp romaine, Parmesan and garlic croutons with creamy Parmesan dressing
- Southern salad — baby field greens, assorted berries, spiced pecans and blue cheese with white balsamic vinaigrette

Entrées

- Roasted lemon-garlic chicken with natural jus
- Maple glazed turkey with cranberry apricot chutney and sage gravy
- Peppercorn crusted tri tip sirloin with rosemary demi and horseradish cream
- Mustard glazed Niman Ranch pork loin with spicy fruit chutney and bourbon jus
- Slow roasted prime rib with natural jus and horseradish cream
- Grilled salmon with lemon buerre blanc
- Char grilled tomahawk rib eye chops with smoked bacon demi and barbecue aioli
- Herb-roasted beef tenderloin with merlot demi and truffle aioli

Pasta

- Penne pasta with spicy marinara, asiago cream, fresh basil and shaved Parmesan
- Rigatoni pasta with tomato-basil sauce, spinach and ricotta cheese
- Wild mushroom risotto with fresh herbs and Parmesan garlic broth
- Linguini with shrimp, tomato-basil sauce, garlic and chiles

Sides

- Au gratin potatoes with four cheeses and fresh thyme
- Loaded mashed potatoes with smoked bacon, sour cream, chives, Cheddar and scallions
- Roasted fingerling potatoes with herb butter and garlic sour cream
- Classic creamed spinach with crispy leeks and Parmesan
- Bistro roasted vegetables with the season's finest fresh herbs and olive oil
- Creamed sweet corn with slab bacon and scallions

Your Custom Chef's Table includes coffee and tea

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Dessert **Redefined**

Dessert Menu

Signature Desserts — *Minimum of 50 people.*
A selection of our Signature desserts! Carrot cake, chocolate Paradis cake, Coconut Lopez cake, Chicago cheesecake, cupcakes, mini taffy apples, mini low-fat yogurt parfaits, sweet dessert shots, cookies, brownies and gourmet dessert bars.

The Cupcake Bar
Oh, you will need to have these cupcakes! A variety of flavors including lemon meringue, red velvet, chocolate peanut butter cup, jelly roll, double chocolate and vanilla bean served with ice-cold low-fat and whole milk.

Banana's Foster
Sweet caramelized bananas with butter, brown sugar and flamed with dark rum. Served with vanilla bean ice cream.

Fresh And Exotic Fruit Table
An elaborate display of seasonal local and tropical fresh fruits and berries. Served with strawberry yogurt dip, mint-lime syrup and brown sugar crème fraiche.

Brownie Sundae Bar
Our signature triple chocolate chunk brownie and blondie bars served warm with vanilla bean ice cream, chocolate and caramel sauce, toasted peanuts, fresh whipped cream and assorted toppings.

Country Style Fruit Cobblers
Fresh-baked fruit blueberry with oatmeal crust and peach with cinnamon almond topping. Served warm with vanilla bean ice cream. Ask our chef about their seasonal selections!

Warm Cookies And Milk
Our chocolate chunk, oatmeal raisin, and peanut butter cookies served fresh out of the oven on griddles. Accompanied by ice-cold milk in shooters.

Fondue Station
Chocolate and caramel fondue served with a colorful display of mini cookies, seasonal fresh fruit, flavored cake bites and marshmallows.

Donut Sundae Bar
Glazed donuts toasted on our flat grill served with vanilla bean ice cream and sweet fruit compote.

Panna Cotta Push-Ups
Bittersweet chocolate, French vanilla, mocha and raspberry panna cotta in nostalgic mini push-ups.

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Beverages

Specialty Bars and Beverages

Martini Bar — *The new spin on a classic!*
Icy cold Ketel One Vodka or Bombay Sapphire, served with a bevy of garnish. Also available are the ultimate Cosmopolitan, Apple Martini and the Lemon Drop.

Bloody Mary Bar — *A fabulous starting point!*
Classic Smirnoff or Ketel One Vodka, zesty bloody mary mix, and a smorgasbord of garnishes including celery, pepperocini, cheeses, sausage and a variety of special sauces.

Mojito Bar — *The rising star of the cocktail world!*
Aromatic Bacardi Rum, fresh mint, zesty lime and cane sugar blended to Caribbean delight!

Jalapeño Margarita
The kick of a margarita with the zip of jalapeño. Go way south of the border.

French Heaven
Blissful blends of Grey Goose Pear Vodka, St. Germain Liqueur and a hint of lemon sour. *Oui!*

Vodka Lemonade With A Twist — *A blast of summer.*
Crisp Smirnoff Vodka, refreshing lemonade and Chambord.

Coffee and Donuts
Kalúha, Cointreau and Bailey's Original Irish Cream with espresso and cream. Served with a mini-donut!

Bubbles and Berries — *A salute to a great glass.*
Riesling-marinated raspberries, blueberries and blackberries with a special lift of Champagne.

Craft and Micro Brew Beers
Blue Moon White Belgium Ale
Fat Tire
Leinenkugel Summer Shandy (Available seasonally)

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Non-Alcoholic Beverages

Ultimate Specialty Soft Drink Station
Handcrafted bubbles from

Smoothies - regional description (i.e. Boston uses 3rd party vendor)
Hand-blended gems with sweet yogurt, fresh fruits and granola

Hot Chocolate
A candy bar in a cup! Delicious warm chocolate with fresh whipped cream, chocolate sprinkles, delightful mini marshmallows, flavored syrups and all the fixin's

Soft Drink Station
Featuring the delightful flavors of the company!

Energy Drink Station
(Insert flavors here).

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Bar Selections

Beverages are billed on consumption unless otherwise noted

Hosted Platinum Bar

Cocktails
Featuring Grey Goose, Hendrick's Gin, Macallan 12 Year Old, Woodford Reserve, Bacardi Limited, Crown Royal Black and Patrón Silver

Wines by the Glass
- Seaglass Sauvignon Blanc
- La Crema Chardonnay
- Sterling Napa Merlot
- Simi Cabernet Sauvignon
- Sparkling-Zonin Prosecco

Imported Beer
Domestic Beer

Bottled Water
Soft Drinks
Juices

Hosted Deluxe Bar

Cocktails
Featuring Ketel One, Bombay Sapphire, Johnnie Walker Black, Maker's Mark, Bacardi 8, Crown Royal, Sauza Hornitos Reposado, Rémy Martin VS, Martini & Rossi Dry and Sweet Vermouth

Wine by the Glass
- Folie à Deux Chardonnay
Avalon Cabernet Sauvignon
Red Rock Merlot
- Beringer White Zinfandel

Sparkling
Woodbridge Brut

Imported Beer
Domestic Beer

Bottled Water
Soft Drinks
Juices

Page BV3

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Hosted Premium Bar

Cocktails
Featuring Smirnoff, Beefeater, Dewar's, Jim Beam, Bacardi Silver, Canadian Club, José Cuervo Gold, Korbel Brandy, Martini & Rossi Dry and Sweet Vermouth

Wines by the Glass
Featuring, Woodbridge by Robert Mondavi Chardonnay, Cabernet, Merlot and White Zinfandel.

Sparkling
Woodbridge Brut

Imported Beer
Domestic Beer

Bottled Water
Soft Drinks
Juices

Package Bar Service — *All package bar service includes domestic and imported beer, wines by the glass, soft drinks and bottled water.*

	2-Hr. Package	3-Hr. Package	4-Hr. Package
Platinum Brands			
Deluxe Brands			
Premium Brands			
Beer and Wine			

Cash bar options available — minimum sales applies to all cash bars. Cashier and bartender fee required.

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Wine by the Bottle

White Wine

Bubbly
Perrier-Jouët Fleur de Champagne, Epernay, France
Schramsberg Blanc de Noirs, North Coast
Korbel Brut, California
Zonin Prosecco, Italy

Light and Crisp
Brancott 'Reserve' Sauvignon Blanc, New Zealand
Provenance Sauvignon Blanc, Napa
Duckhorn Vineyards 'Decoy' Sauvignon Blanc, Napa
Seaglass Sauvignon Blanc, Santa Barbara
Little Black Dress Pinot Grigio, California
Santa Cristina by Antinori Pinot Grigio, Italy
Banfi 'Le Rime' Pinot Grigio, Italy

Creamy and Elegant
Kendall-Jackson 'Vintner's Reserve' Chardonnay, California
La Crema Chardonnay, Sonoma
Irony Chardonnay, Napa
Edna Valley Vineyard Chardonnay, San Luis Obispo
Cakebread Cellars Chardonnay, Napa
Folie a Deux Chardonnay, Napa
Sanford Chardonnay, Santa Barbara

Sweet and Smooth
Hogue 'Genesis' Riesling, Washington
Beringer White Zinfandel, California

Page BV5

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Wine by the Bottle

Red Wine

Ripe and Rich
Red Rock Merlot, California
Sterling Vineyards 'Napa Valley' Merlot, Napa
Mark West Pinot Noir, California
Estancia Pinot Noir, Monterey
Acacia Pinot Noir, Carneros

Spicy and Sassy
Gascón Malbec, Argentina
Bodega Norton Malbec, Argentina
7 Deadly Zins Zinfandel, Lodi
Two Angels Petite Sirah, High Valley

Big and Bold
Louis Martini 'Sonoma' Cabernet Sauvignon, Sonoma
Mount Veeder Cabernet Sauvignon, Napa
Simi Cabernet Sauvignon, Alexander Valley
Chimney Rock 'Stag Leap District' Cabernet Sauvignon, Napa
Hewitt Cabernet Sauvignon, Napa
Avalon Cabernet Sauvignon, Napa
Paso Creek Cabernet Sauvignon, Paso Robles

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5.5.5

DESCRIBE THE TYPE OF FOOD AND BEVERAGE IN DETAIL THAT PROPOSER ENVISIONS OFFERING AT ACCD THROUGHOUT THE YEAR AND INCLUDE INFORMATION REGARDING PRICING. DISCUSS WHAT YOU HAVE LEARNED ABOUT ITEMS/CATEGORIES THAT SELL AND THOSE THAT DO NOT IN THE AUSTIN AREA AND THE TYPE OF PRICING THAT IS EFFECTIVE.

The food concepts which are being proposed for the Austin Convention Center are reflective of regional Texas flavors as well as the global influence of cuisine. We have developed a Texas BBQ, Italian, Natural Café, Deli, Tex Mex and our signature Loaded Dogs concept. Each of these "mini restaurants "will have its own unique flavor and personality. In addition to these fixed concession stands we will also introduce the idea of a "pop-up" restaurant which will give the attendees a restaurant experience in and unlikely space. Our focus is delivering the highest quality using seasonality as the base of our menus, flavor profiles will change during the winter, spring and summer.

The Texas BBQ will give the attendees a flavor of Texas hospitality, generosity and spice. The flavor profile will evoke the sense of ranch hands slowly smoking meats, carving and spooning on soft breads. Textures will be layered in the form of crispy Tabasco onions, cool jalapeno cole slaw, kicked up handcrafted mustards and creamy Texas farmstead blue cheese. Barbeque sauces will be enhanced with the flavors of cactus pear, guajillo peppers, chipotle and peach to give variety to the menu during the course of the year. Salads will play an important role in recognizing the seasonality changes in the menu, Boggy Farms lettuces, Texas creameries, pecans and local honey hives will be utilized to further showcase the flavors and bounty of Texas.

Our Italian concept will feature "comfort" food, the creamy chicken with broccoli Alfredo and old world sauce Diavolo will be tossed to order with pasta a dente. The signature sandwiches will feature grilled lemon chicken Caprese and a spicy cappicola with artichoke pesto on soft ciabbatta bread. Our guests will experience the flavors of fresh mozzarella, grilled lemon chicken, garlic, basil and olive oil. Featured in this concept is the Caesar salad with our signature Caesar dressing, hand cut garlic croutons and our antipasti salad with sweet, savory and spicy components.

The goal of the Natural Café is to give the attendees an option which is reflective of the Austin healthy lifestyle, protection of farmers and craftsmanship, a farm to table concept which will focus on sustainability, seasonality, natural and hormone free meats. Local bakers, tortilla makers, cheese makers, produce farmers will be sourced to create seasonal menus that showcase the best that Texas has to offer. The composed chicken tarragon salad will feature naturally raised chicken tossed with a tarragon aioli, topped with toasted pecans and local greens. Hand wraps will be filled with a variety of creative but familiar fillings to order and a "crust-less" quiche will be prepared daily for guests.

On the Texas Ranchero concept, flavors of Mexico will come thru on the street style tacos, beef will be seasoned with cilantro, onions, tomatoes and cumin, skinless chicken will be marinated with citrus, Achiote and sweet onions then charred and diced, roasted poblano peppers will be torn into strips and combined with grilled vegetables for our vegetarian guests and filled in soft corn tortillas. As each taco is finished with chopped onions and cilantro the guests can to a handmade salsa bar which will be available for the guest to customize their tacos from mild to spicy. The signature salad will be the Ranchero fruit salad which combines cucumber, mango, pineapple, melon, lemon and tanjin spice to give an authentic street food feel to the salad.

"Keep Austin Weird" is what Levy intends to champion. The Loaded Dog takes the everyday hot dog to a new and extreme level. Our menu will feature a rotation of 6 dogs, from a Deli Dog with kraut and Thousand Island to Thai it-U'll like it which delivers on the extreme side of a bahn mi sandwich. Kids and adults will have fun with the Frito Pie, Burger dog and Big Kid dog- a bit of old school on a plate. For the extremist, the Heater with buffalo wing sauce and blue cheese slaw or the Nacho Dog with pico de gallo and jalapenos to give it a kick.

Our introduction of the "pop up" restaurant will allow the guests to have a sit down restaurant experience in the venue. This exciting concept can move from one area to another and create a different vibe with the menu offerings. A breakfast diner, wine and tapas bar, soup and sandwich shop are just a few of the options which can be developed using the same equipment and foot print. In the sandwich and soup concept, a light lunch of freshly tossed salads tossed with local greens, light dressings with the flavors of pears, lemons and mint can be combined with a fun bagel sandwich. From a traditional smoked salmon to a bacon, brie and chili orange jam, we have created and arsenal of combinations that the attendees will find fun, decadent and healthy. Open faced bagel sandwiches will be offered in combination with a cup of house made soup and a children's menu will be available with bagel bite selections. The goal of this food and beverage program is to give the guests an exciting and diverse flavor of cuisine not seen in other conventions center. Texas bounty will be featured prominently throughout the menu, a blend of innovation and touch of "weirdness" will keep the menu alive.

Our pricing strategy is to provide a price range for the attendees which is compatible to the cuisine offered at the various concessions/ mini restaurant stands. The range of food varies from local, natural products to hot dogs and nachos which are generally the drivers of the concession environment. Rising prices of commodities will play into the cost structure and "living" menu to create value, creativity and excitement to the convention center menus.

This menu will encompass the flavors of Texas- BBQ, Tex- Mex and Home Style country cooking while still pushing the edginess that is Austin. Keeping Austin "weird" through innovative cuisine, styles of service, serving great food in unexpected areas is what we do.

5.5.6

BELOW IS A SHORT DESCRIPTION OF UPCOMING FICTIONAL EVENTS AT ACCD. PROVIDE SAMPLE MENUS, PRICING AND EVENT PLANNING THAT PROPOSER SUGGESTS TO SUCCESSFULLY ACCOMMODATE THE CLIENTS; EVENT SCENARIO: (ALL OF THESE EVENTS OCCUR ON SAME DAY AND TIME.)

OUR EVENT PLANNING APPROACH FOR AUSTIN CONVENTION CENTER

Our approach to successfully accommodating all client needs at the Austin Convention Center considers three key elements: event expertise, a locally dialed in team and a strong focus on building relationships. We look forward to bringing this strategic approach to drive bookings and revenue, execute flawless events (whether it's three a week or three in a single night) and maximize guest satisfaction to ensure repeat business. The ways in which each element achieves this is described more specifically below:

EVENT EXPERTISE

From Microsoft Tech Ed/MGX, McDonald's Franchise Holder meeting and the Fidelity PWI Leadership summit to the Coca Cola 125th Anniversary Celebration, the GRAMMY Awards and the G20 summit – we are constantly honing our event planning and execution skills. We've also mastered the art of hosting many events at once. And because of this, we are always learning how to do it smarter, better and more seamlessly. As such, we're committed to sharing, leveraging and implementing best practices and industry-leading concepts at ACCD. This translates into real-time enhancements to the show manager and attendee experience. It also makes us capable of consistently delivering truly world-class events at the convention center, whether it be at a country western concert or a gala for 650 guests.

LOCALLY DIALED IN TEAM

It's a fact that no two events, venues or markets are the same. In a dynamic city like Austin, we know it's essential to bring local authenticity and community connections to all aspects of event sales, planning and execution. As such, we will appoint a highly skilled team of managers, lead by the Director of Operations, who are committed to learning your business, the unique aspects and 'quirks' of the Austin Convention Center along with becoming well-versed and linked in with the local community. This translates into chefs who have mastered the local specialties (Texas BBQ, Tex Mex and Asian fusion among them), event planners who can layer on the perfect Austin touches and operators who know how to both drive revenues and deliver on the bottom line.

RELATIONSHIP BUILDING

As restaurateurs and skilled event planners, we are passionate about the details and delivering heartfelt hospitality in everything we do. Our Austin team will work hand-in-hand with Show Managers and social event planners to understand their needs and vision for the event and then go above and beyond to surpass expectations. To support our team, we've developed targeted sales kits and innovative catering menus as strategic, visual sales tools that inspire our clients, giving them a taste of the event and menu possibilities as they showcase our culinary expertise.

Combined with our passion for creating outstanding event experiences, this philosophy is what sets us apart and is the basis for the partnerships we hope to form with the team at Austin Convention Center and with each individual client.

HOW DO THESE THREE ELEMENTS IMPACT AUSTIN CONVENTION CENTER?

We're glad you asked! For the below multi-event day scenario, we would employ these strategies with an end focus on driving revenues and adding value for our clients, guests and concert goers with enticing opportunities to 'trade-up' with creative and unique signature items. We'd maximize efficiency through smart cross-utilization of product and sufficient mix of both management and hourly staff – with a focus on management presence at both event beginning and end to ensure follow-through of all details and a proper finish to the day.

While each of the three scenarios is unique, common to all of them is how we engage with our clients to ensure we are fully intertwined with their needs and expectations. We accomplish this by looking at the process in three distinct phases:

1) EVENT PLANNING

We begin with dialogue and collaboration with our clients to identify and understand what is most important to them. From there, we can craft an event flow, menu and pricing model that hits the mark. Event Planning also includes a personalized tasting for banquets, as well as an evaluation of menu offers for the "concessions" and "catering" environment created in a concert scenario.

2) EVENT EXECUTION

Our approach to execution is centered on organization, preparedness and an extreme attention to detail. We begin each event – from an upscale gala to a country western concert, with a service plan, designed to maximize the experience and execute efficiently. This plan is activated at the pre-shift meeting. This is lead by the event manager and executive chef and is where the vision for the event is shared, details about flavor profiles and menus are covered and expectations for event flow and service style are set. Staying true to an actual event flow, we've included menus for each of the scenarios in this section.

3) FOLLOW-UP

We view this phase as a critical component to a successful catering and event business and so we take great care to make sure this is a consistent area of focus for all team members. The key steps here are measuring satisfaction both during and immediately following the event (and reacting right away) and personally reaching out to show managers and event planners to follow-through on the connection and make them feel valued as our friends and partners.

Below we have outlined how we would plan, execute and follow-up in each event scenario. You will see that while our philosophy and approach is consistent, the details are tailored to the unique requirements of each event to surpass client expectations and optimize our business.

5.5.6.1

IN BALLROOMS A AND B, A RECEPTION INCLUDING A PLATED DINNER, HORS D'ŒUVRES, AND OPEN BAR BEGINS AT 7:30 P.M. AND ATTENDEES WILL BE DRESSED IN EVENING ATTIRE. ADDITIONALLY, AN ORCHESTRA WILL BE PLAYING ON STAGE. GUARANTEE OF 650 GUESTS.

1) EVENT PLANNING: COLLABORATION & CUSTOMIZATION

We employ our standard philosophy of asking the right questions such as objective, demographic, timing and theme of event, to ensure that we encourage the desired outcome. For an event of this magnitude, we would collaborate with our clients to develop an upscale experience with a menu that blends classic and regional favorite items that we know can be executed at the highest level for 600+ guests. We'd also focus on providing them with an array of options to customize the event with unique, personalized and signature 'finishing touches.'

PERSONALIZED TASTING

All the details are then carefully planned and culminate in a personalized pre-event Tasting. This is a milestone in the planning process that is lead by our Executive Chef and allows both the Levy team and client to solicit feedback from all key stakeholders, making adjustments real-time to ensure all expectations are met (and surpassed) on event day.

2) EVENT EXECUTION: SERVICE PLAN & PRE SHIFT

- The service plan for this event would be as follows:
- Event manager oversees the entire event. The room is then divided into four quadrants. Each quadrant is staffed with a Captain and service team. We target a 1:15 server to guest ratio.
- Additional management floating amongst the three events includes the General Manager of the convention center, Banquet Director and Event Planner.
- Pre-Shift meeting lead by event manager and executive chef. Event manager sets expectations and lays out the service plan, while executive chef describes the menu, flavor profiles and the array of "alternative options" we've developed for vegetarian, vegan or food-allergic guests.

MENU HIGHLIGHTS:

- For a highly social, standing reception with hors d'oeurves we prepare classics that are easy to eat in one-bite and can be passed on trays for maximum coverage and traffic flow.
- Signature 'up sells' and personalized items at this event include:
  - Specialized wine pairings and wine service with dinner. Each bottle of wine (red or white) has a personalized wine label with the event date and logo. (These are used later as a thank you gift for the client team.) (32.00-125.00 per bottle based on selection)
  - Signature cocktails are hand-shaken and featured at the bar. (8.00-12.00 each based on selection)
  - Event date & logo is emblazoned on a plated crème brulee for dessert. (7.95-9.95 based on specifications of logo)
  - Gourmet Espresso and Cappuccino Station (9.95 per person)
  - A very on-trend finishing touch is the late-night offering of comfort food snacks, including mini croque monsieur, and root beer float shooters and beignets in "to go" bags. (11.95 per person)
  - To go 'goodie' bags with customized event menus, recipe cards for the main dishes and a logo's mini box of chocolates finishes the event. – (4.95 per person)

SUGGESTED MENU

PASSED HORS D'OEUVRES RECEPTION

SHRIMP SHOOTER

Classic Fisherman's Wharf style shrimp with our lemon horseradish cocktail sauce presented in a shot glass

GRILLED ARTISAN BREAD

Tomato basil with artisan olive oil

BEEF WELLINGTON

Bite sized with horseradish cream

STUFFED MUSHROOM

Fennel sausage and garlic bread crumbs

PLATED DINNER

BABY FIELD GREEN SALAD

With toasted walnuts, chèvre cheese and red onions with cider vinaigrette

DUO ENTRÉE - GRILLED PETITE FILET OF BEEF WITH SEARED SALMON

Accompanied by risotto cake, braised spinach and three-peppercorn sauce

SPECIALTY ROLLS AND ARTISAN BUTTER DESSERT

PLATED LOGO'D CRÈME BRULEE

Plated and served to each guest

SPECIALTY DESSERT TOWER

served family style in the center of the table to include a variety of mini desserts Petit fours, Cake pops, chocolate covered strawberries, pot du crème, biscotti Coffee Service

SUGGESTED PRICING

Reception – 13.95 per person plus service charge and tax
Plated Dinner – 55.00 per person plus service charge and tax
Beverages – Billed on consumption 6.25 Premium Cocktail/4.50 domestic beer/5.00 imported beer/Wine by the glass 6.25

3) FOLLOW-UP: SATISFACTION MEASUREMENT

On event night, Levy's Event Planner would be sure to greet the client, walk them through the event plan and ensure all is consistent with their expectations. Immediately following the event, Levy would follow-up with our proprietary FanShare real-time feedback technology. This system uses an online format to capture feedback in the moment and notifies a general manager if there is immediate action needed. Basically, we can keep our finger on the pulse of an event and intervene as needed.

PERSONALIZED OUTREACH

As an extension of Levy's focus on relationship building, we make it point for every sales manager to send a hand-written thank you note to our clients. For an event of this scale, we would also include a gift basket full of creatively personalized items. Some of which include – a framed photo or 'beauty shot' of the event and a photo of the client at the event, a bottle of the logo'd wine and box of chocolates.

5.5.6.2

IN EXHIBIT HALL 1, A FUNDRAISER IS BEING CONDUCTED WHICH BEGINS AT 8:00 P.M. THIS WILL BE A BUFFET STYLE MEAL WITH A GUARANTEE OF 400 GUESTS; HOWEVER, ATTENDANCE IS UNKNOWN AS TICKETS ARE BEING SOLD TO THE PUBLIC UP TO EVENT TIME.

1) EVENT PLANNING: COLLABORATION & CUSTOMIZATION

Knowing that fundraising planners are typically price-conscious customers, we'd be mindful of this in how we approach the planning process. To collaboratively determine the theme and style of event, we would inquire about the event-goers' demographics and expectations. Based on an understanding for the event attendees, we'd recommend a Texas-themed menu focusing on authentic Texas barbecue. Given the late start time, we'd recommend more filling and substantial items. Levy Restaurants prides itself on our Chef Table concept vs. a buffet because of the visual appeal and value perception – so that will be the heart of our service style and menu.

PERSONALIZED TASTING:

To vest key stakeholders in the event and generate excitement on behalf of our client, we would offer a personalized tasting of the menu. Based on client feedback, we then tweak and finalize the menu for approval. This is also a great opportunity to build relationships with clients, and highlight their skill in planning the event before their colleagues.

2) EVENT EXECUTION: SERVICE PLAN & PRE-SHIFT

Since the guest attendance is set at 400 but could vary, we would have a plan in place should attendance exceed the guarantee. Our approach would ensure that we meet guest needs but do not waste large amounts of product if the attendance stays flat. The plan would be to supplement the Chef's Table offer with similar items being served in concessions for the country western concert taking place in Exhibit Halls 2&3. This would allow us to streamline production and cover costs should attendance not exceed the expected 400 guests.

The signature touch we'd recommend and sell to our clients would be to brand and bottle the Texas BBQ sauce featured at the event and sell for additional proceeds to benefit the charity.

MENU HIGHLIGHTS:

- This menu is designed to celebrate the best flavors of the region. Using fresh, local produce where possible and featuring the signature "FUNDRAISER X TEXAS BBQ SAUCE" this will be a memorable and exciting facet of the fundraiser.

SUGGESTED MENU

CHEF'S TABLE FEATURING THE FUNDRAISER X TEXAS BBQ SAUCE

Barbecue Shrimp and andouille sausage salad with grilled corn, kidney beans, tomatoes and greens tossed in Cajun vinaigrette

ASSORTED FRESH GREENS

with grape tomatoes, red onion and cucumbers with buttermilk ranch dressing

ROASTED CORN SALAD

Vine ripened tomatoes, roasted bell pepper and red onion with poblano vinaigrette

CARVING STATION

Texas style smoked beef brisket with Levy signature barbecue crispy onion straws and mini onion rolls

MAPLE GLAZED TURKEY

With cranberry apple chutney

MACARONI AND CHEESE

MOLASSES AND BROWN SUGAR BAKED BEANS

PARKER HOUSE ROLLS

CORNBREAD AND HONEY BUTTER

SOUTHERN PEACH COBBLER WITH WHIPPED CREAM

Baked apple crisp

SUGGESTED PRICING:

Chef's Table Dinner - 35.95 per person plus service charge and tax
Beverages – Billed on consumption 6.25 Premium Cocktail/4.50 domestic beer/5.00 imported beer/Wine by the glass 6.25
Minimum Sales required or additional fee applies

3) FOLLOW-UP: SATISFACTION MEASUREMENT

Levy would follow our core approach by immediately sending out a FanShare link to get real-time feedback.

PERSONALIZED OUTREACH

Clients would receive hand-written thank you notes from Event Planners & managers with a few bottles of the signature Texas BBQ sauce as a memento. For our most valued fundraising clients, Levy also likes to follow-up by making a donation on behalf of Levy's charitable arm and 501C3, Levy Cares.

5.5.6.3

IN EXHIBIT HALLS 2 AND 3, BEGINNING AT 8:00 P.M. IS A COUNTRY CONCERT FEATURING THREE ACTS; TWO INTERMISSIONS WILL BE CONDUCTED AND IS EXPECTED TO END AROUND 11:30 P.M. FULL CONCESSIONS OPERATIONS WILL BE REQUIRED FOR AN ESTIMATED ATTENDANCE OF 2,500. IN ADDITION, BACKSTAGE CATERING FOR 50 ALL DAY LONG, INCLUDING CREW MEALS (BREAKFAST, LUNCH AND DINNER) AND THE ACTS DRESSING ROOM FOOD.

IN THIS CASE, LEVY WOULD TACKLE THE BACKSTAGE CATERING AND CONCERT CONCESSIONS SEPARATELY.

BACKSTAGE CATERING:

1) EVENT PLANNING

Levy would gather all performer riders to plan for and order in all needed items. We would also reach out to the client to discuss any questions or additional options for the event.

2) EVENT EXECUTION

For backstage crew meals, Levy typically customized menus based on their price point. Our target pricing that we would negotiate for this type of catering would be an average per person cost of $12-14 for breakfast, $20-22 for lunch and $26-30 for dinner.

SUGGESTED MENUS:

BREAKFAST

THE ULTIMATE OATMEAL BAR

Rolled oats served hot with a selection of dried and fresh fruits, slivered almonds, brown sugar and milk.

SELECTION OF ORANGE AND GRAPEFRUIT JUICES

SEASONAL FRUITS AND BERRIES

BREAKFAST BREADS AND MINIATURE BAGELS

With sweet butter, fresh fruit preserves and cream cheeses

COFFEE AND AN ASSORTMENT OF HOT TEAS

LUNCH

SOUP OF THE DAY

TOSSED MIXED GREEN SALAD
With Balsamic vinaigrette

12- HOUR SMOKED BEEF BRISKET
With barbecue bourbon glaze, mustard barbecue and sweet vinegar barbecue sauce sampler

ASSORTED ROLLS AND BUTTER

GARLIC MASHED POTATOES

BISTRO STYLE VEGETABLES

RIGATONI AL LA VODKA

CREATE-A-SANDWICH DISPLAY WITH ALL OF THE FIXINGS

APPLE COBBLER WITH VANILLA ICE CREAM

DINNER

ASSORTED FRESH GREENS
With grape tomatoes, red onion and cucumbers with chipotle ranch dressing

ANCHO CHICKEN
Ancho rubbed airline chicken served on roasted corn and poblano mashed with fire roasted tomato sauce and tobacco onions

SOUTHWESTERN SMOKED PULLED PORK
With creamy coleslaw and onion rolls

VEGETARIAN QUESADILLAS
With caramelized onion, roasted chili and Oaxaca cheese

CHARRO BEANS
With diced onion and smoked ham, garnished with crumbled queso fresco

WARM CHURROS

SUGGESTED PRICING: 50 GUESTS

BREAKFAST – 12.95 Per Person + Optional Oatmeal Bar – 6.95 Per Person
LUNCH – Chef Table Style – 22.95 per person plus tax and service charge
DINNER – Chef Table Style – 26.95 per person plus tax and service charge
TALENT GREEN ROOMS – Based on Rider Specific Items

3) FOLLOW-UP

We would use MindShare to gage satisfaction and react accordingly. We would then follow-up with a personalized thank you note to the client team.

CONCERT CONCESSIONS:

1) EVENT PLANNING: EVALUATION & PROGRAMMING

For an anticipated 2,500 guests, we'd execute at a 1:150 guest to POS ratio. As such we would program the space with:

- **2 MAIN CONCESSION STANDS** - Using digital menu boards, we can program offers per event and adapt in the moment to drive incremental sales. For a country concert, we'd program one concession stand to feature signature Texas Barbecue. This would also optimize cross utilization of product (and allow us to support the fundraiser if needed). The other stand would feature 'fan favorites' that we know are best seller's at concerts – popcorn, nachos, hot dogs and burgers. Knowing that country concerts also tend to attract families, we would have signature kids items and meals featured at all stands.
- **OUTTAKES KIOSK** - Levy's signature grab and go concept that is operationally ideal – with a low-labor, low-waste model and enhances the guest value perception with a fresh, easy offer that's ready to simply grab and go!
- **PORTABLE BARS FEATURING SIGNATURE COCKTAILS** – to drive value and per caps we'd create and promote signature cocktails (think the Beer-tails (beers mixed with a variety of fruit juices and lemonades) and the Country Crooner, a bourbon based twist on the mint julep).

WE PLAN FOR ALL PACKAGING AT AUSTIN CONVENTION CENTER TO BE ECO-FRIENDLY AND RECYCLABLE

2) EVENT EXECUTION: PRE-SHIFT

Our pre-shift meeting would be focused on discussing how we have customized the offer for the country western theme of the event. We would prep FOH team members to promote and up sell the signature BBQ menu items and cocktails. Additionally, our BOH team would be prepared to produce items from the stands should we need them for the fundraiser taking place in Exhibit Hall 1.

SUGGESTED MENU & PRICING

BIG STAR BBQ SIGNATURE SANDWICHES:

BBQ BEEF	
With crispy onions and blue cheese	8.00
SMOKED TURKEY	
With jalepeno slaw and ranch	8.00
TEX MEX CHICKEN	
With guajillo peach BBQ sauce	8.00
SMOKED LINK	
With green chili relish	8.00

SNACKS & SWEETS

CUP CAKE PIES	4.75
WHOLE FRUITS	2.00
GIANT MUFFINS	3.00
CINNAMON ROLLS	3.50
KETTLE STYLE CHIPS	2.25
COOKIES	2.75
CANDIES	3.00

HEARTY SALADS

TEXAS NATIVE SALAD	7.25
SMOKE HOUSE COBB	7.25
CLASSIC CAESAR SALAD	5.25
BABY LETTUCE	4.50
RANCHERO FRUIT SALAD	6.25

DRINKS

SODA	3.50
BREWED TEA	3.50
COFFEE	3.50
BOTTLED WATER	3.50

3) FOLLOW-UP

In addition to using FanShare our proprietary survey tool, we would ensure close management of all areas to ensure everything is closed down and accounted for properly. We would reach out to the tour promoter / client team to ensure the personal connection is made.

5.5.7

PROVIDE MENUS FOR ALL CATERING, ALCOHOL, AND CONCESSIONS INCLUDING RETAIL PRICING, PORTIONS AND PRODUCT COST IN 2012 DOLLARS.

BUON TEMPO

CAVATAPPI PASTA		
With a Creamy Chicken Alfredo	12 oz.	7.75
CAVATAPPI PASTA		
With Spicy Sausage Diavolo	12 oz.	7.75

SANDWICHES

CHICKEN CAPRESE SANDWICH	13.5 oz.	7.00
SPICY CAPPICOLA, PROVOLONE, ARTICHOKE PESTO	12 oz.	7.00

SALADS

ANTIPASTI SALAD	14 oz.	7.25
BOCCONCINI SALAD WITH GRILLED VEGETABLES	14 oz.	7.25
CAESAR SALAD	10 oz.	5.25
CHICKEN CAESAR SALAD	14 oz.	7.25

SNACKS

WHOLE FRUITS	1 each.	2.00
GIANT MUFFINS	8 oz.	3.00
CINNAMON ROLLS	6 oz.	3.50
KETTLE STYLE CHIPS	1 oz.	2.25

SWEET TREATS

COOKIES	2oz.	2.75
CANDIES	1 each	3.00

BEVERAGES

IMPORTED & MICRO BOTTLED BEER	12 oz.	6.50
DOMESTIC BOTTLED BEER	12 oz.	6.00
BOTTLED WATER	20 oz.	3.50
SODA	16 oz.	3.50
JUICE	16 oz.	4.00
COFFEE	12 oz.	3.50
BREWED TEA	16 oz.	3.50

SOCO MKT

SANDWICHES

HONEY GLAZED PORK	5 oz.	7.00
PEPPERCORN ROAST BEEF	5 oz.	7.00
ROAST TURKEY BREAST	5 oz.	7.00

SALADS

BABY LETTUCE, CHOICE OF DRESSINGS	8 oz.	4.50
RANCHERO FRUIT SALAD	13.5 oz.	6.25
TEXAS NATIVE SALAD	12.25 oz.	7.25

CLASSIC CAESAR SALAD	10 oz.	5.25

SIDES

JALAPEÑO COLE SLAW	4 oz.	3.00
CHILI MACARONI SALAD	4 oz.	3.00
COUNTRY COLE SLAW	4 oz.	3.00

SNACKS

WHOLE FRUITS	1 each	2.00
GIANT MUFFINS	8 oz.	3.00
CINNAMON ROLLS	6 oz.	3.50
KETTLE STYLE CHIPS	1 oz.	2.25

SWEET TREATS

COOKIES	2oz.	2.75
CANDIES	1 each	3.00

BEVERAGES

IMPORTED & MICRO BOTTLED BEER	12 oz.	6.50
DOMESTIC BOTTLED BEER	12 oz.	6.00
BOTTLED WATER	20 oz.	3.50
SODA	16 oz.	3.50
JUICE	16 oz.	4.00
COFFEE	12 oz.	3.50
BREWED TEA	16 oz.	3.50

SALSARITA!

SOFT TACOS

CARNE ASADA	(2 Tacos - 9.5 oz.)	4.50
POLLO AL CARBON	(2 Tacos - 9.50 oz.)	4.50
VEGETABLE RAJAS	(2 Tacos - 9.50 oz.)	4.50

NACHOS

CHICKEN NACHO GRANDE	19 oz.	8.00
BEEF NACHO GRANDE	19 oz.	8.00

SALADS

CHICKEN POSOLE SALAD	16.5 oz.	7.25
TOSTADA CHICKEN SALAD	19 oz.	7.25
TOSTADA BEEF SALAD	19 oz.	7.25

RANCHERO FRUIT SALAD	13.5 oz.	6.25

SNACKS

WHOLE FRUITS	1 each.	2.00
GIANT MUFFINS	8 oz.	3.00
CINNAMON ROLLS	6 oz.	3.50
KETTLE STYLE CHIPS	1 oz.	2.25

SWEET TREATS

PAN DULCE – MEXICAN SWEET BREAD	1 each	2.00
COOKIES	2oz.	2.75
CANDIES	1 each	3.00

BEVERAGES

IMPORTED & MICRO BOTTLED BEER	12 oz.	6.50
DOMESTIC BOTTLED BEER	12 oz.	6.00

BOTTLED WATER	20 oz.	3.50
SODA	16 oz.	3.50
JUICE	16 oz.	4.00
COFFEE	12 oz.	3.50
BREWED TEA	16 oz.	3.50

LOADED DOGS

DELI DOG	6-1	4.75
TAILGATE ON A PLATE	6-1	4.75
THAI IT-U LIKE IT	6-1	4.75
FRITO PIE DOG	6-1	4.75
BURGER DOG	6-1	4.75
TACO DOG	6-1	4.75
BIG KID DOG	6-1	4.75
THE HEATER	6-1	4.75

SNACKS

WHOLE FRUITS	1 each	2.00
GIANT MUFFINS	8 oz.	3.00
CINNAMON ROLLS	6 oz.	3.50
KETTLE STYLE CHIPS	1 oz.	2.25

SWEET TREATS

COOKIES	2oz.	2.75

CANDIES	1 each	3.00

BEVERAGES

IMPORTED & MICRO BOTTLED BEER	12 oz.	6.50
DOMESTIC BOTTLED BEER	12 oz.	6.00
BOTTLED WATER	20 oz.	3.50
SODA	16 oz.	3.50
JUICE	16 oz.	4.00
COFFEE	12 oz.	3.50
BREWED TEA	16 oz.	3.50

PITMASTER BBQ

SANDWICHES

CUBANO	10 oz.	7.25
BHAN MI	10 oz.	7.25
TEX MEX	10 oz.	7.25
B&B	10 oz.	7.25

SALADS

BABY LETTUCE, CHOICE OF DRESSINGS	8 oz.	4.50
RANCHERO FRUIT SALAD	13.5 oz.	6.25
TEXAS NATIVE SALAD	12.25 oz.	7.25
CLASSIC CAESAR SALAD	10 oz.	5.25
SMOKE HOUSE COBB	8 oz.	7.25

SIDES

JALAPEÑO COLE SLAW	4 oz.	3.00
CHILI MACARONI SALAD	4 oz.	3.00
COUNTRY COLE SLAW	4 oz.	3.00

SNACKS

WHOLE FRUITS	1 each.	2.00
GIANT MUFFINS	8 oz.	3.00
CINNAMON ROLLS	6 oz.	3.50
KETTLE STYLE CHIPS	1 oz.	2.25

SWEET TREATS

CUP CAKE PIES	8 oz.	4.75
COOKIES	2oz.	2.75
CANDIES	1 each	3.00

BEVERAGES

IMPORTED & MICRO BOTTLED BEER	12 oz.	6.50
DOMESTIC BOTTLED BEER	12 oz.	6.00
BOTTLED WATER	20 oz.	3.50
SODA	16 oz.	3.50
JUICE	16 oz.	4.00
COFFEE	12 oz.	3.50
BREWED TEA	16 oz.	3.00

5.5.8

PROVIDE SPECIFIC INFORMATION ON PROGRAM DEVELOPMENT TO ENHANCE OR INCREASE BUSINESS, BUILD CLIENTELE, AND TO ASSIST THE RECRUITMENT OF BUSINESS.

Levy Restaurants is passionate about developing a program to enhance and increase business, build clientele and to assist the recruitment of business. Our goal is to share a vision for how we can build relationships and secure future business, impact the overall experience for all guests for guaranteed retention and provide extraordinary experiences through culinary delights and unforgettable events.

In addition to the marketing and sales efforts outlined in 5.5.1 we have created additional, specific programs to further increase and build clientele including:

NATIONAL LEVY NETWORKS: Through our extensive Levy Network and established presence in the Texas marketplace, we are able to provide access for Show Manager to special VIP treatment and exclusive opportunities. Levy Restaurants' philosophy is to make it our business to captivate guests that visit our award winning restaurants and entertainment venues around the country, whether entertaining at a Nationals game in Washington D.C. or 'wow'ing prospective clients in a luxury suite at the Kentucky Derby, the Levy Network has your entertainment needs covered. Levy is ready to hop on a plane to entertain potential clients in a truly memorable way, all made possible through our incredible Nation-wide network. In Chicago, spend a morning at the tracks at Arlington Park, an afternoon cheering on the Cubs or White Sox and an evening in downtown on the Magnificent Mile. Head South to Atlanta to cheer on the Falcons and take advantage of our partnership with Buckhead Life Restaurant or travel West to Los Angeles to hit the town with the Stars, on and off the court.

NATIONAL LEVY REFERRAL PROGRAM: A Levy Restaurants company-wide program, offers those on the Levy sales force the opportunity to benefit from referring friends and family to book events at Levy locations nationwide. This is a great opportunity to leverage Levy's national status to offer additional incentive for Show Managers. This kind of status truly sets us apart from our competitors, and Austin Convention Center will continue to see major benefits from being a part of the Levy family. This benefit extends internationally and through various channels given our relationship with Compass Group, the Austin Convention Center will have the opportunity to build relationships and their database through Compass regional and national relationships.

ANNUAL GROUP SALES REVIEW PROGRAM: Annually we gather group sales teams from similar businesses and markets and formalize our review of opportunities and best practices. At this time a full report is published to help support the goal of increasing business, building clientele and recruiting new business. This program consists of:

- Location analysis and action plan
- Prior Year Sales Initiative and results
- Competitive analysis and action plan
- Event Revenue analysis
- Event referral report
- Lost business report

These programs have lead to successful recruitment in other businesses and we are confident it will lead to success in Austin.

5.5.5

DESCRIBE THE TYPE OF FOOD AND BEVERAGE IN DETAIL THAT PROPOSER ENVISIONS OFFERING AT ACCD THROUGHOUT THE YEAR AND INCLUDE INFORMATION REGARDING PRICING. DISCUSS WHAT YOU HAVE LEARNED ABOUT ITEMS/CATEGORIES THAT SELL AND THOSE THAT DO NOT IN THE AUSTIN AREA AND THE TYPE OF PRICING THAT IS EFFECTIVE.

The food concepts which are being proposed for the Austin Convention Center are reflective of regional Texas flavors as well as the global influence of cuisine. We have developed a Texas BBQ, Italian, Natural Café, Deli, Tex Mex and our signature Loaded Dogs concept. Each of these "mini restaurants "will have its own unique flavor and personality. In addition to these fixed concession stands we will also introduce the idea of a "pop-up" restaurant which will give the attendees a restaurant experience in and unlikely space. Our focus is delivering the highest quality using seasonality as the base of our menus, flavor profiles will change during the winter, spring and summer.

The Texas BBQ will give the attendees a flavor of Texas hospitality, generosity and spice. The flavor profile will evoke the sense of ranch hands slowly smoking meats, carving and spooning on soft breads. Textures will be layered in the form of crispy Tabasco onions, cool jalapeno cole slaw, kicked up handcrafted mustards and creamy Texas farmstead blue cheese. Barbeque sauces will be enhanced with the flavors of cactus pear, guajillo peppers, chipotle and peach to give variety to the menu during the course of the year. Salads will play an important role in recognizing the seasonality changes in the menu, Boggy Farms lettuces, Texas creameries, pecans and local honey hives will be utilized to further showcase the flavors and bounty of Texas.

Our Italian concept will feature "comfort" food, the creamy chicken with broccoli Alfredo and old world sauce Diavolo will be tossed to order with pasta a dente. The signature sandwiches will feature grilled lemon chicken Caprese and a spicy cappicola with artichoke pesto on soft ciabbatta bread. Our guests will experience the flavors of fresh mozzarella, grilled lemon chicken, garlic, basil and olive oil. Featured in this concept is the Caesar salad with our signature Caesar dressing, hand cut garlic croutons and our antipasti salad with sweet, savory and spicy components.

The goal of the Natural Café is to give the attendees an option which is reflective of the Austin healthy lifestyle, protection of farmers and craftsmanship, a farm to table concept which will focus on sustainability, seasonality, natural and hormone free meats. Local bakers, tortilla makers, cheese makers, produce farmers will be sourced to create seasonal menus that showcase the best that Texas has to offer. The composed chicken tarragon salad will feature naturally raised chicken tossed with a tarragon aioli, topped with toasted pecans and local greens. Hand wraps will be filled with a variety of creative but familiar fillings to order and a "crust-less" quiche will be prepared daily for guests.

On the Texas Ranchero concept, flavors of Mexico will come thru on the street style tacos, beef will be seasoned with cilantro, onions, tomatoes and cumin, skinless chicken will be marinated with citrus, Achiote and sweet onions then charred and diced, roasted poblano peppers will be torn into strips and combined with grilled vegetables for our vegetarian guests and filled in soft corn tortillas. As each taco is finished with chopped onions and cilantro the guests can to a handmade salsa bar which will be available for the guest to customize their tacos from mild to spicy. The signature salad will be the Ranchero fruit salad which combines cucumber, mango, pineapple, melon, lemon and tanjin spice to give an authentic street food feel to the salad.

"Keep Austin Weird" is what Levy intends to champion. The Loaded Dog takes the everyday hot dog to a new and extreme level. Our menu will feature a rotation of 6 dogs, from a Deli Dog with kraut and Thousand Island to Thai it-U'll like it which delivers on the extreme side of a bahn mi sandwich. Kids and adults will have fun with the Frito Pie, Burger dog and Big Kid dog- a bit of old school on a plate. For the extremist, the Heater with buffalo wing sauce and blue cheese slaw or the Nacho Dog with pico de gallo and jalapenos to give it a kick.

Our introduction of the "pop up" restaurant will allow the guests to have a sit down restaurant experience in the venue. This exciting concept can move from one area to another and create a different vibe with the menu offerings. A breakfast diner, wine and tapas bar, soup and sandwich shop are just a few of the options which can be developed using the same equipment and foot print. In the sandwich and soup concept, a light lunch of freshly tossed salads tossed with local greens, light dressings with the flavors of pears, lemons and mint can be combined with a fun bagel sandwich. From a traditional smoked salmon to a bacon, brie and chili orange jam, we have created and arsenal of combinations that the attendees will find fun, decadent and healthy. Open faced bagel sandwiches will be offered in combination with a cup of house made soup and a children's menu will be available with bagel bite selections. The goal of this food and beverage program is to give the guests an exciting and diverse flavor of cuisine not seen in other conventions center. Texas bounty will be featured prominently throughout the menu, a blend of innovation and touch of "weirdness" will keep the menu alive.

Our pricing strategy is to provide a price range for the attendees which is compatible to the cuisine offered at the various concessions/ mini restaurant stands. The range of food varies from local, natural products to hot dogs and nachos which are generally the drivers of the concession environment. Rising prices of commodities will play into the cost structure and "living" menu to create value, creativity and excitement to the convention center menus.

This menu will encompass the flavors of Texas- BBQ, Tex- Mex and Home Style country cooking while still pushing the edginess that is Austin. Keeping Austin "weird" through innovative cuisine, styles of service, serving great food in unexpected areas is what we do.

5.5.6

BELOW IS A SHORT DESCRIPTION OF UPCOMING FICTIONAL EVENTS AT ACCD. PROVIDE SAMPLE MENUS, PRICING AND EVENT PLANNING THAT PROPOSER SUGGESTS TO SUCCESSFULLY ACCOMMODATE THE CLIENTS; EVENT SCENARIO: (ALL OF THESE EVENTS OCCUR ON SAME DAY AND TIME.)

OUR EVENT PLANNING APPROACH FOR AUSTIN CONVENTION CENTER

Our approach to successfully accommodating all client needs at the Austin Convention Center considers three key elements: event expertise, a locally dialed in team and a strong focus on building relationships. We look forward to bringing this strategic approach to drive bookings and revenue, execute flawless events (whether it's three a week or three in a single night) and maximize guest satisfaction to ensure repeat business. The ways in which each element achieves this is described more specifically below:

EVENT EXPERTISE

From Microsoft Tech Ed/MGX, McDonald's Franchise Holder meeting and the Fidelity PWI Leadership summit to the Coca Cola 125th Anniversary Celebration, the GRAMMY Awards and the G20 summit – we are constantly honing our event planning and execution skills. We've also mastered the art of hosting many events at once. And because of this, we are always learning how to do it smarter, better and more seamlessly. As such, we're committed to sharing, leveraging and implementing best practices and industry-leading concepts at ACCD. This translates into real-time enhancements to the show manager and attendee experience. It also makes us capable of consistently delivering truly world-class events at the convention center, whether it be at a country western concert or a gala for 650 guests.

LOCALLY DIALED IN TEAM

It's a fact that no two events, venues or markets are the same. In a dynamic city like Austin, we know it's essential to bring local authenticity and community connections to all aspects of event sales, planning and execution. As such, we will appoint a highly skilled team of managers, lead by the Director of Operations, who are committed to learning your business, the unique aspects and 'quirks' of the Austin Convention Center along with becoming well-versed and linked in with the local community. This translates into chefs who have mastered the local specialties (Texas BBQ, Tex Mex and Asian fusion among them), event planners who can layer on the perfect Austin touches and operators who know how to both drive revenues and deliver on the bottom line.

RELATIONSHIP BUILDING

As restaurateurs and skilled event planners, we are passionate about the details and delivering heartfelt hospitality in everything we do. Our Austin team will work hand-in-hand with Show Managers and social event planners to understand their needs and vision for the event and then go above and beyond to surpass expectations. To support our team, we've developed targeted sales kits and innovative catering menus as strategic, visual sales tools that inspire our clients, giving them a taste of the event and menu possibilities as they showcase our culinary expertise.

Combined with our passion for creating outstanding event experiences, this philosophy is what sets us apart and is the basis for the partnerships we hope to form with the team at Austin Convention Center and with each individual client.

HOW DO THESE THREE ELEMENTS IMPACT AUSTIN CONVENTION CENTER?

We're glad you asked! For the below multi-event day scenario, we would employ these strategies with an end focus on driving revenues and adding value for our clients, guests and concert goers with enticing opportunities to 'trade-up' with creative and unique signature items. We'd maximize efficiency through smart cross-utilization of product and sufficient mix of both management and hourly staff – with a focus on management presence at both event beginning and end to ensure follow-through of all details and a proper finish to the day.

While each of the three scenarios is unique, common to all of them is how we engage with our clients to ensure we are fully intertwined with their needs and expectations. We accomplish this by looking at the process in three distinct phases:

1) EVENT PLANNING

We begin with dialogue and collaboration with our clients to identify and understand what is most important to them. From there, we can craft an event flow, menu and pricing model that hits the mark. Event Planning also includes a personalized tasting for banquets, as well as an evaluation of menu offers for the "concessions" and "catering" environment created in a concert scenario.

2) EVENT EXECUTION

Our approach to execution is centered on organization, preparedness and an extreme attention to detail. We begin each event – from an upscale gala to a country western concert, with a service plan, designed to maximize the experience and execute efficiently. This plan is activated at the pre-shift meeting. This is lead by the event manager and executive chef and is where the vision for the event is shared, details about flavor profiles and menus are covered and expectations for event flow and service style are set. Staying true to an actual event flow, we've included menus for each of the scenarios in this section.

3) FOLLOW-UP

We view this phase as a critical component to a successful catering and event business and so we take great care to make sure this is a consistent area of focus for all team members. The key steps here are measuring satisfaction both during and immediately following the event (and reacting right away) and personally reaching out to show managers and event planners to follow-through on the connection and make them feel valued as our friends and partners.

Below we have outlined how we would plan, execute and follow-up in each event scenario. You will see that while our philosophy and approach is consistent, the details are tailored to the unique requirements of each event to surpass client expectations and optimize our business.

5.5.6.1

IN BALLROOMS A AND B, A RECEPTION INCLUDING A PLATED DINNER, HORS D'ŒUVRES, AND OPEN BAR BEGINS AT 7:30 P.M. AND ATTENDEES WILL BE DRESSED IN EVENING ATTIRE. ADDITIONALLY, AN ORCHESTRA WILL BE PLAYING ON STAGE. GUARANTEE OF 650 GUESTS.

1) EVENT PLANNING: COLLABORATION & CUSTOMIZATION

We employ our standard philosophy of asking the right questions such as objective, demographic, timing and theme of event, to ensure that we encourage the desired outcome. For an event of this magnitude, we would collaborate with our clients to develop an upscale experience with a menu that blends classic and regional favorite items that we know can be executed at the highest level for 600+ guests. We'd also focus on providing them with an array of options to customize the event with unique, personalized and signature 'finishing touches.'

PERSONALIZED TASTING

All the details are then carefully planned and culminate in a personalized pre-event Tasting. This is a milestone in the planning process that is lead by our Executive Chef and allows both the Levy team and client to solicit feedback from all key stakeholders, making adjustments real-time to ensure all expectations are met (and surpassed) on event day.

2) EVENT EXECUTION: SERVICE PLAN & PRE SHIFT

- The service plan for this event would be as follows:
- Event manager oversees the entire event. The room is then divided into four quadrants. Each quadrant is staffed with a Captain and service team. We target a 1:15 server to guest ratio.
- Additional management floating amongst the three events includes the General Manager of the convention center, Banquet Director and Event Planner.
- Pre-Shift meeting lead by event manager and executive chef. Event manager sets expectations and lays out the service plan, while executive chef describes the menu, flavor profiles and the array of "alternative options" we've developed for vegetarian, vegan or food-allergic guests.

MENU HIGHLIGHTS:

- For a highly social, standing reception with hors d'oeurves we prepare classics that are easy to eat in one-bite and can be passed on trays for maximum coverage and traffic flow.
- Signature 'up sells' and personalized items at this event include:
  - Specialized wine pairings and wine service with dinner. Each bottle of wine (red or white) has a personalized wine label with the event date and logo. (These are used later as a thank you gift for the client team.) (32.00-125.00 per bottle based on selection)
  - Signature cocktails are hand-shaken and featured at the bar. (8.00-12.00 each based on selection)
  - Event date & logo is emblazoned on a plated crème brulee for dessert. (7.95-9.95 based on specifications of logo)
  - Gourmet Espresso and Cappuccino Station (9.95 per person)
  - A very on-trend finishing touch is the late-night offering of comfort food snacks, including mini croque monsieur, and root beer float shooters and beignets in "to go" bags. (11.95 per person)
  - To go 'goodie' bags with customized event menus, recipe cards for the main dishes and a logo's mini box of chocolates finishes the event. – (4.95 per person)

SUGGESTED MENU

PASSED HORS D'OEUVRES RECEPTION

SHRIMP SHOOTER

Classic Fisherman's Wharf style shrimp with our lemon horseradish cocktail sauce presented in a shot glass

GRILLED ARTISAN BREAD

Tomato basil with artisan olive oil

BEEF WELLINGTON

Bite sized with horseradish cream

STUFFED MUSHROOM

Fennel sausage and garlic bread crumbs

PLATED DINNER

BABY FIELD GREEN SALAD

With toasted walnuts, chèvre cheese and red onions with cider vinaigrette

DUO ENTRÉE - GRILLED PETITE FILET OF BEEF WITH SEARED SALMON

Accompanied by risotto cake, braised spinach and three-peppercorn sauce

SPECIALTY ROLLS AND ARTISAN BUTTER DESSERT

PLATED LOGO'D CRÈME BRULEE

Plated and served to each guest

SPECIALTY DESSERT TOWER

served family style in the center of the table to include a variety of mini desserts Petit fours, Cake pops, chocolate covered strawberries, pot du crème, biscotti Coffee Service

SUGGESTED PRICING

Reception – 13.95 per person plus service charge and tax
Plated Dinner – 55.00 per person plus service charge and tax
Beverages – Billed on consumption 6.25 Premium Cocktail/4.50 domestic beer/5.00 imported beer/Wine by the glass 6.25

3) FOLLOW-UP: SATISFACTION MEASUREMENT

On event night, Levy's Event Planner would be sure to greet the client, walk them through the event plan and ensure all is consistent with their expectations. Immediately following the event, Levy would follow-up with our proprietary FanShare real-time feedback technology. This system uses an online format to capture feedback in the moment and notifies a general manager if there is immediate action needed. Basically, we can keep our finger on the pulse of an event and intervene as needed.

PERSONALIZED OUTREACH

As an extension of Levy's focus on relationship building, we make it point for every sales manager to send a hand-written thank you note to our clients. For an event of this scale, we would also include a gift basket full of creatively personalized items. Some of which include – a framed photo or 'beauty shot' of the event and a photo of the client at the event, a bottle of the logo'd wine and box of chocolates.

5.5.6.2

IN EXHIBIT HALL 1, A FUNDRAISER IS BEING CONDUCTED WHICH BEGINS AT 8:00 P.M. THIS WILL BE A BUFFET STYLE MEAL WITH A GUARANTEE OF 400 GUESTS; HOWEVER, ATTENDANCE IS UNKNOWN AS TICKETS ARE BEING SOLD TO THE PUBLIC UP TO EVENT TIME.

1) EVENT PLANNING: COLLABORATION & CUSTOMIZATION

Knowing that fundraising planners are typically price-conscious customers, we'd be mindful of this in how we approach the planning process. To collaboratively determine the theme and style of event, we would inquire about the event-goers' demographics and expectations. Based on an understanding for the event attendees, we'd recommend a Texas-themed menu focusing on authentic Texas barbecue. Given the late start time, we'd recommend more filling and substantial items. Levy Restaurants prides itself on our Chef Table concept vs. a buffet because of the visual appeal and value perception – so that will be the heart of our service style and menu.

PERSONALIZED TASTING:

To vest key stakeholders in the event and generate excitement on behalf of our client, we would offer a personalized tasting of the menu. Based on client feedback, we then tweak and finalize the menu for approval. This is also a great opportunity to build relationships with clients, and highlight their skill in planning the event before their colleagues.

2) EVENT EXECUTION: SERVICE PLAN & PRE-SHIFT

Since the guest attendance is set at 400 but could vary, we would have a plan in place should attendance exceed the guarantee. Our approach would ensure that we meet guest needs but do not waste large amounts of product if the attendance stays flat. The plan would be to supplement the Chef's Table offer with similar items being served in concessions for the country western concert taking place in Exhibit Halls 2&3. This would allow us to streamline production and cover costs should attendance not exceed the expected 400 guests.

The signature touch we'd recommend and sell to our clients would be to brand and bottle the Texas BBQ sauce featured at the event and sell for additional proceeds to benefit the charity.

MENU HIGHLIGHTS:

- This menu is designed to celebrate the best flavors of the region. Using fresh, local produce where possible and featuring the signature "FUNDRAISER X TEXAS BBQ SAUCE" this will be a memorable and exciting facet of the fundraiser.

SUGGESTED MENU

CHEF'S TABLE FEATURING THE FUNDRAISER X TEXAS BBQ SAUCE

Barbecue Shrimp and andouille sausage salad with grilled corn, kidney beans, tomatoes and greens tossed in Cajun vinaigrette

ASSORTED FRESH GREENS

with grape tomatoes, red onion and cucumbers with buttermilk ranch dressing

ROASTED CORN SALAD

Vine ripened tomatoes, roasted bell pepper and red onion with poblano vinaigrette

CARVING STATION

Texas style smoked beef brisket with Levy signature barbecue crispy onion straws and mini onion rolls

MAPLE GLAZED TURKEY

With cranberry apple chutney

MACARONI AND CHEESE

MOLASSES AND BROWN SUGAR BAKED BEANS

PARKER HOUSE ROLLS

CORNBREAD AND HONEY BUTTER

SOUTHERN PEACH COBBLER WITH WHIPPED CREAM

Baked apple crisp

SUGGESTED PRICING:

Chef's Table Dinner - 35.95 per person plus service charge and tax
Beverages – Billed on consumption 6.25 Premium Cocktail/4.50 domestic beer/5.00 imported beer/Wine by the glass 6.25
Minimum Sales required or additional fee applies

3) FOLLOW-UP: SATISFACTION MEASUREMENT

Levy would follow our core approach by immediately sending out a FanShare link to get real-time feedback.

PERSONALIZED OUTREACH

Clients would receive hand-written thank you notes from Event Planners & managers with a few bottles of the signature Texas BBQ sauce as a memento. For our most valued fundraising clients, Levy also likes to follow-up by making a donation on behalf of Levy's charitable arm and 501C3, Levy Cares.

5.5.6.3

IN EXHIBIT HALLS 2 AND 3, BEGINNING AT 8:00 P.M. IS A COUNTRY CONCERT FEATURING THREE ACTS; TWO INTERMISSIONS WILL BE CONDUCTED AND IS EXPECTED TO END AROUND 11:30 P.M. FULL CONCESSIONS OPERATIONS WILL BE REQUIRED FOR AN ESTIMATED ATTENDANCE OF 2,500. IN ADDITION, BACKSTAGE CATERING FOR 50 ALL DAY LONG, INCLUDING CREW MEALS (BREAKFAST, LUNCH AND DINNER) AND THE ACTS DRESSING ROOM FOOD.

IN THIS CASE, LEVY WOULD TACKLE THE BACKSTAGE CATERING AND CONCERT CONCESSIONS SEPARATELY.

BACKSTAGE CATERING:

1) EVENT PLANNING

Levy would gather all performer riders to plan for and order in all needed items. We would also reach out to the client to discuss any questions or additional options for the event.

2) EVENT EXECUTION

For backstage crew meals, Levy typically customized menus based on their price point. Our target pricing that we would negotiate for this type of catering would be an average per person cost of $12-14 for breakfast, $20-22 for lunch and $26-30 for dinner.

SUGGESTED MENUS:

BREAKFAST

THE ULTIMATE OATMEAL BAR

Rolled oats served hot with a selection of dried and fresh fruits, slivered almonds, brown sugar and milk.

SELECTION OF ORANGE AND GRAPEFRUIT JUICES

SEASONAL FRUITS AND BERRIES

BREAKFAST BREADS AND MINIATURE BAGELS

With sweet butter, fresh fruit preserves and cream cheeses

COFFEE AND AN ASSORTMENT OF HOT TEAS

LUNCH

SOUP OF THE DAY

TOSSED MIXED GREEN SALAD
With Balsamic vinaigrette

12- HOUR SMOKED BEEF BRISKET
With barbecue bourbon glaze, mustard barbecue and sweet vinegar barbecue sauce sampler

ASSORTED ROLLS AND BUTTER

GARLIC MASHED POTATOES

BISTRO STYLE VEGETABLES

RIGATONI AL LA VODKA

CREATE-A-SANDWICH DISPLAY WITH ALL OF THE FIXINGS

APPLE COBBLER WITH VANILLA ICE CREAM

DINNER

ASSORTED FRESH GREENS
With grape tomatoes, red onion and cucumbers with chipotle ranch dressing

ANCHO CHICKEN
Ancho rubbed airline chicken served on roasted corn and poblano mashed with fire roasted tomato sauce and tobacco onions

SOUTHWESTERN SMOKED PULLED PORK
With creamy coleslaw and onion rolls

VEGETARIAN QUESADILLAS
With caramelized onion, roasted chili and Oaxaca cheese

CHARRO BEANS
With diced onion and smoked ham, garnished with crumbled queso fresco

WARM CHURROS

SUGGESTED PRICING: 50 GUESTS

BREAKFAST – 12.95 Per Person + Optional Oatmeal Bar – 6.95 Per Person
LUNCH – Chef Table Style – 22.95 per person plus tax and service charge
DINNER – Chef Table Style – 26.95 per person plus tax and service charge
TALENT GREEN ROOMS – Based on Rider Specific Items

3) FOLLOW-UP

We would use MindShare to gage satisfaction and react accordingly. We would then follow-up with a personalized thank you note to the client team.

CONCERT CONCESSIONS:

1) EVENT PLANNING: EVALUATION & PROGRAMMING

For an anticipated 2,500 guests, we'd execute at a 1:150 guest to POS ratio. As such we would program the space with:

- **2 MAIN CONCESSION STANDS** - Using digital menu boards, we can program offers per event and adapt in the moment to drive incremental sales. For a country concert, we'd program one concession stand to feature signature Texas Barbecue. This would also optimize cross utilization of product (and allow us to support the fundraiser if needed). The other stand would feature 'fan favorites' that we know are best seller's at concerts – popcorn, nachos, hot dogs and burgers. Knowing that country concerts also tend to attract families, we would have signature kids items and meals featured at all stands.
- **OUTTAKES KIOSK** - Levy's signature grab and go concept that is operationally ideal – with a low-labor, low-waste model and enhances the guest value perception with a fresh, easy offer that's ready to simply grab and go!
- **PORTABLE BARS FEATURING SIGNATURE COCKTAILS** – to drive value and per caps we'd create and promote signature cocktails (think the Beer-tails (beers mixed with a variety of fruit juices and lemonades) and the Country Crooner, a bourbon based twist on the mint julep).

WE PLAN FOR ALL PACKAGING AT AUSTIN CONVENTION CENTER TO BE ECO-FRIENDLY AND RECYCLABLE

2) EVENT EXECUTION: PRE-SHIFT

Our pre-shift meeting would be focused on discussing how we have customized the offer for the country western theme of the event. We would prep FOH team members to promote and up sell the signature BBQ menu items and cocktails. Additionally, our BOH team would be prepared to produce items from the stands should we need them for the fundraiser taking place in Exhibit Hall 1.

SUGGESTED MENU & PRICING

BIG STAR BBQ SIGNATURE SANDWICHES:

BBQ BEEF	
With crispy onions and blue cheese	8.00
SMOKED TURKEY	
With jalepeno slaw and ranch	8.00
TEX MEX CHICKEN	
With guajillo peach BBQ sauce	8.00
SMOKED LINK	
With green chili relish	8.00

SNACKS & SWEETS

CUP CAKE PIES	4.75
WHOLE FRUITS	2.00
GIANT MUFFINS	3.00
CINNAMON ROLLS	3.50
KETTLE STYLE CHIPS	2.25
COOKIES	2.75
CANDIES	3.00

HEARTY SALADS

TEXAS NATIVE SALAD	7.25
SMOKE HOUSE COBB	7.25
CLASSIC CAESAR SALAD	5.25
BABY LETTUCE	4.50
RANCHERO FRUIT SALAD	6.25

DRINKS

SODA	3.50
BREWED TEA	3.50
COFFEE	3.50
BOTTLED WATER	3.50

3) FOLLOW-UP

In addition to using FanShare our proprietary survey tool, we would ensure close management of all areas to ensure everything is closed down and accounted for properly. We would reach out to the tour promoter / client team to ensure the personal connection is made.

5.5.7

PROVIDE MENUS FOR ALL CATERING, ALCOHOL, AND CONCESSIONS INCLUDING RETAIL PRICING, PORTIONS AND PRODUCT COST IN 2012 DOLLARS.

BUON TEMPO

CAVATAPPI PASTA		
With a Creamy Chicken Alfredo	12 oz.	7.75
CAVATAPPI PASTA		
With Spicy Sausage Diavolo	12 oz.	7.75

SANDWICHES

CHICKEN CAPRESE SANDWICH	13.5 oz.	7.00
SPICY CAPPICOLA, PROVOLONE, ARTICHOKE PESTO	12 oz.	7.00

SALADS

ANTIPASTI SALAD	14 oz.	7.25
BOCCONCINI SALAD WITH GRILLED VEGETABLES	14 oz.	7.25
CAESAR SALAD	10 oz.	5.25
CHICKEN CAESAR SALAD	14 oz.	7.25

SNACKS

WHOLE FRUITS	1 each.	2.00
GIANT MUFFINS	8 oz.	3.00
CINNAMON ROLLS	6 oz.	3.50
KETTLE STYLE CHIPS	1 oz.	2.25

SWEET TREATS

COOKIES	2oz.	2.75
CANDIES	1 each	3.00

BEVERAGES

IMPORTED & MICRO BOTTLED BEER	12 oz.	6.50
DOMESTIC BOTTLED BEER	12 oz.	6.00
BOTTLED WATER	20 oz.	3.50
SODA	16 oz.	3.50
JUICE	16 oz.	4.00
COFFEE	12 oz.	3.50
BREWED TEA	16 oz.	3.50

SOCO MKT

SANDWICHES

HONEY GLAZED PORK	5 oz.	7.00
PEPPERCORN ROAST BEEF	5 oz.	7.00
ROAST TURKEY BREAST	5 oz.	7.00

SALADS

BABY LETTUCE, CHOICE OF DRESSINGS	8 oz.	4.50
RANCHERO FRUIT SALAD	13.5 oz.	6.25
TEXAS NATIVE SALAD	12.25 oz.	7.25

CLASSIC CAESAR SALAD	10 oz.	5.25

SIDES

JALAPEÑO COLE SLAW	4 oz.	3.00
CHILI MACARONI SALAD	4 oz.	3.00
COUNTRY COLE SLAW	4 oz.	3.00

SNACKS

WHOLE FRUITS	1 each	2.00
GIANT MUFFINS	8 oz.	3.00
CINNAMON ROLLS	6 oz.	3.50
KETTLE STYLE CHIPS	1 oz.	2.25

SWEET TREATS

COOKIES	2oz.	2.75
CANDIES	1 each	3.00

BEVERAGES

IMPORTED & MICRO BOTTLED BEER	12 oz.	6.50
DOMESTIC BOTTLED BEER	12 oz.	6.00
BOTTLED WATER	20 oz.	3.50
SODA	16 oz.	3.50
JUICE	16 oz.	4.00
COFFEE	12 oz.	3.50
BREWED TEA	16 oz.	3.50

SALSARITA!

SOFT TACOS

CARNE ASADA	(2 Tacos - 9.5 oz.)	4.50
POLLO AL CARBON	(2 Tacos - 9.50 oz.)	4.50
VEGETABLE RAJAS	(2 Tacos - 9.50 oz.)	4.50

NACHOS

CHICKEN NACHO GRANDE	19 oz.	8.00
BEEF NACHO GRANDE	19 oz.	8.00

SALADS

CHICKEN POSOLE SALAD	16.5 oz.	7.25
TOSTADA CHICKEN SALAD	19 oz.	7.25
TOSTADA BEEF SALAD	19 oz.	7.25

RANCHERO FRUIT SALAD	13.5 oz.	6.25

SNACKS

WHOLE FRUITS	1 each.	2.00
GIANT MUFFINS	8 oz.	3.00
CINNAMON ROLLS	6 oz.	3.50
KETTLE STYLE CHIPS	1 oz.	2.25

SWEET TREATS

PAN DULCE – MEXICAN SWEET BREAD	1 each	2.00
COOKIES	2oz.	2.75
CANDIES	1 each	3.00

BEVERAGES

IMPORTED & MICRO BOTTLED BEER	12 oz.	6.50
DOMESTIC BOTTLED BEER	12 oz.	6.00

BOTTLED WATER	20 oz.	3.50
SODA	16 oz.	3.50
JUICE	16 oz.	4.00
COFFEE	12 oz.	3.50
BREWED TEA	16 oz.	3.50

LOADED DOGS

DELI DOG	6-1	4.75
TAILGATE ON A PLATE	6-1	4.75
THAI IT-U LIKE IT	6-1	4.75
FRITO PIE DOG	6-1	4.75
BURGER DOG	6-1	4.75
TACO DOG	6-1	4.75
BIG KID DOG	6-1	4.75
THE HEATER	6-1	4.75

SNACKS

WHOLE FRUITS	1 each	2.00
GIANT MUFFINS	8 oz.	3.00
CINNAMON ROLLS	6 oz.	3.50
KETTLE STYLE CHIPS	1 oz.	2.25

SWEET TREATS

COOKIES	2oz.	2.75

CANDIES	1 each	3.00

BEVERAGES

IMPORTED & MICRO BOTTLED BEER	12 oz.	6.50
DOMESTIC BOTTLED BEER	12 oz.	6.00
BOTTLED WATER	20 oz.	3.50
SODA	16 oz.	3.50
JUICE	16 oz.	4.00
COFFEE	12 oz.	3.50
BREWED TEA	16 oz.	3.50

PITMASTER BBQ

SANDWICHES

CUBANO	10 oz.	7.25
BHAN MI	10 oz.	7.25
TEX MEX	10 oz.	7.25
B&B	10 oz.	7.25

SALADS

BABY LETTUCE, CHOICE OF DRESSINGS	8 oz.	4.50
RANCHERO FRUIT SALAD	13.5 oz.	6.25
TEXAS NATIVE SALAD	12.25 oz.	7.25
CLASSIC CAESAR SALAD	10 oz.	5.25
SMOKE HOUSE COBB	8 oz.	7.25

SIDES

JALAPEÑO COLE SLAW	4 oz.	3.00
CHILI MACARONI SALAD	4 oz.	3.00
COUNTRY COLE SLAW	4 oz.	3.00

SNACKS

WHOLE FRUITS	1 each.	2.00
GIANT MUFFINS	8 oz.	3.00
CINNAMON ROLLS	6 oz.	3.50
KETTLE STYLE CHIPS	1 oz.	2.25

SWEET TREATS

CUP CAKE PIES	8 oz.	4.75
COOKIES	2oz.	2.75
CANDIES	1 each	3.00

BEVERAGES

IMPORTED & MICRO BOTTLED BEER	12 oz.	6.50
DOMESTIC BOTTLED BEER	12 oz.	6.00
BOTTLED WATER	20 oz.	3.50
SODA	16 oz.	3.50
JUICE	16 oz.	4.00
COFFEE	12 oz.	3.50
BREWED TEA	16 oz.	3.00

5.5.8

PROVIDE SPECIFIC INFORMATION ON PROGRAM DEVELOPMENT TO ENHANCE OR INCREASE BUSINESS, BUILD CLIENTELE, AND TO ASSIST THE RECRUITMENT OF BUSINESS.

Levy Restaurants is passionate about developing a program to enhance and increase business, build clientele and to assist the recruitment of business. Our goal is to share a vision for how we can build relationships and secure future business, impact the overall experience for all guests for guaranteed retention and provide extraordinary experiences through culinary delights and unforgettable events.

In addition to the marketing and sales efforts outlined in 5.5.1 we have created additional, specific programs to further increase and build clientele including:

NATIONAL LEVY NETWORKS: Through our extensive Levy Network and established presence in the Texas marketplace, we are able to provide access for Show Manager to special VIP treatment and exclusive opportunities. Levy Restaurants' philosophy is to make it our business to captivate guests that visit our award winning restaurants and entertainment venues around the country, whether entertaining at a Nationals game in Washington D.C. or 'wow'ing prospective clients in a luxury suite at the Kentucky Derby, the Levy Network has your entertainment needs covered. Levy is ready to hop on a plane to entertain potential clients in a truly memorable way, all made possible through our incredible Nation-wide network. In Chicago, spend a morning at the tracks at Arlington Park, an afternoon cheering on the Cubs or White Sox and an evening in downtown on the Magnificent Mile. Head South to Atlanta to cheer on the Falcons and take advantage of our partnership with Buckhead Life Restaurant or travel West to Los Angeles to hit the town with the Stars, on and off the court.

NATIONAL LEVY REFERRAL PROGRAM: A Levy Restaurants company-wide program, offers those on the Levy sales force the opportunity to benefit from referring friends and family to book events at Levy locations nationwide. This is a great opportunity to leverage Levy's national status to offer additional incentive for Show Managers. This kind of status truly sets us apart from our competitors, and Austin Convention Center will continue to see major benefits from being a part of the Levy family. This benefit extends internationally and through various channels given our relationship with Compass Group, the Austin Convention Center will have the opportunity to build relationships and their database through Compass regional and national relationships.

ANNUAL GROUP SALES REVIEW PROGRAM: Annually we gather group sales teams from similar businesses and markets and formalize our review of opportunities and best practices. At this time a full report is published to help support the goal of increasing business, building clientele and recruiting new business. This program consists of:

- Location analysis and action plan
- Prior Year Sales Initiative and results
- Competitive analysis and action plan
- Event Revenue analysis
- Event referral report
- Lost business report

These programs have lead to successful recruitment in other businesses and we are confident it will lead to success in Austin.

5.5.9

PROVIDE SPECIFIC INFORMATION ON ANY CREATIVE APPROACHES THAT MAY BE APPROPRIATE. PROPOSER MAY ALSO PROVIDE SUPPORTING DOCUMENTATION THAT WOULD BE PERTINENT TO THIS RFP.

OUR CREATIVE APPROACHES

There is a significant opportunity to drive business and guest satisfaction at the Austin Convention Center by taking a creative approach to many of the existing food and hospitality offers throughout the facilities. As Levy Restaurants, we have an in-house, industry recognized team, Levy Innovations, that focuses on responsible business innovation, creativity and strategic design thinking to bring trends and well-thought out guest experiences to life, across all operations, from concessions to banquets.

Specifically for the Austin Convention Center, we would put the approach of this team into action by gathering every discipline around the table to ensure our ideas work from a guest, culinary, design, event, operational and financial viewpoint.

We would start by creating a food and banquet experience DNA that is unique to the Austin Convention Center. We would accomplish this through a Visioning Session with you to create a shared strategy based on user-needs (show managers, attendees, exhibitors, banquet guests), featuring Austin points of difference, and bringing genuine value to the table by putting guest needs and ultimate satisfaction at the heart of every experience, and every decision.

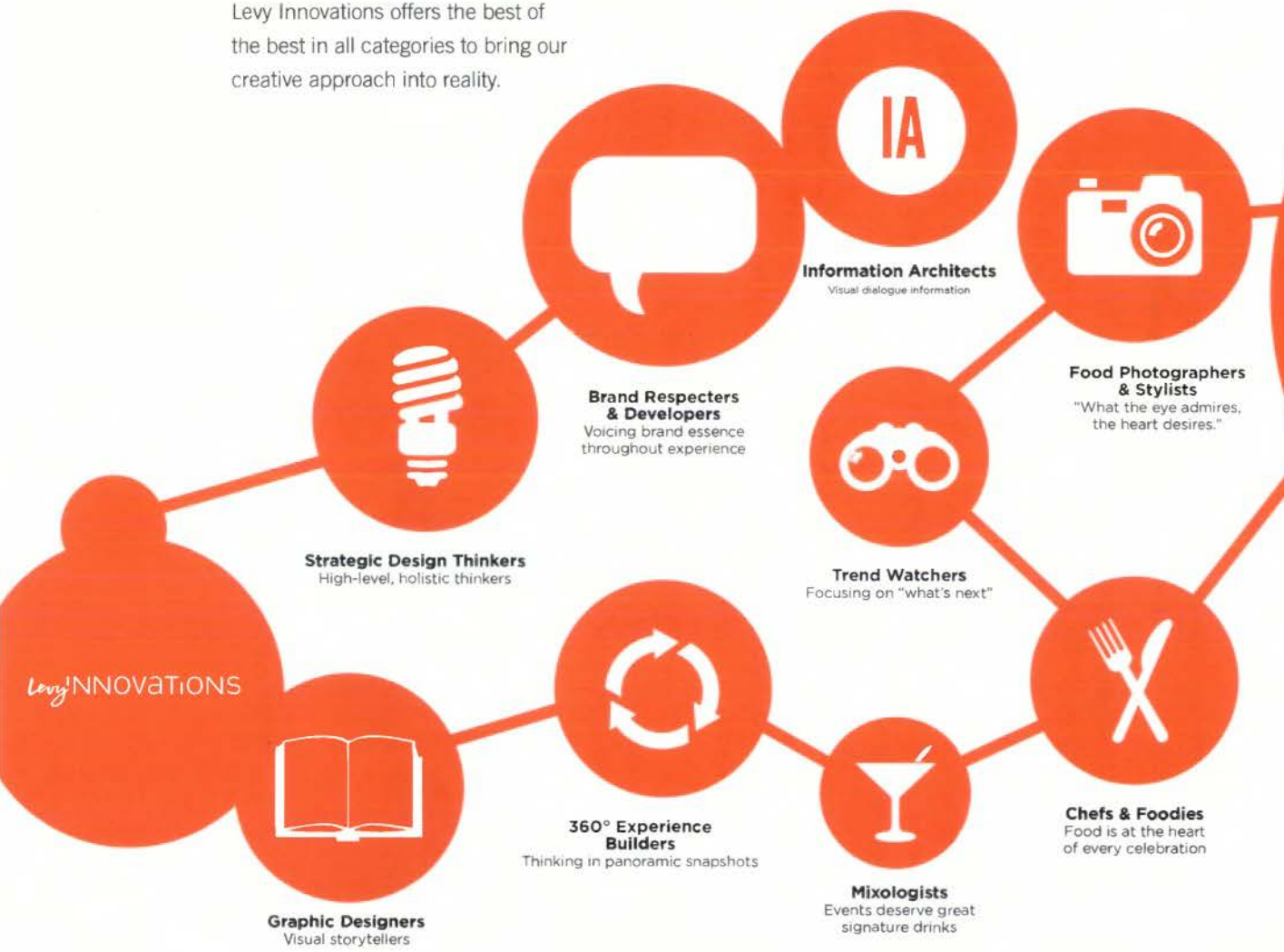
Then, from a shared vision, we would create an Austin Convention Center Guest Experience DNA. This strategic platform and filter would serve as our shared voice to build experiences based on users, designers and key influencers' insights, and desired interactions, behaviors and outcomes.

To impress guests and reflect your facilities' special sense of place, we would develop signature concepts, connecting elements and overall sensory touch points that represent Innovative Points of Difference AND push revenues and satisfaction. This might include a new platform and approach to menu development with items worth putting in the spotlight, the design of food outlets, the sales of banquets and social events, etc.

As partners, with a shared vision, established guest experience DNA and desired points of distinction, we would consistently develop and deliver Memorable Experiences that would fulfill the objective of engaging guests with an innovative approach that showcases all that the Austin Convention Center has to offer.

OUR CREATIVE RESOURCES

Levy Innovations offers the best of the best in all categories to bring our creative approach into reality.



Our Development Playground

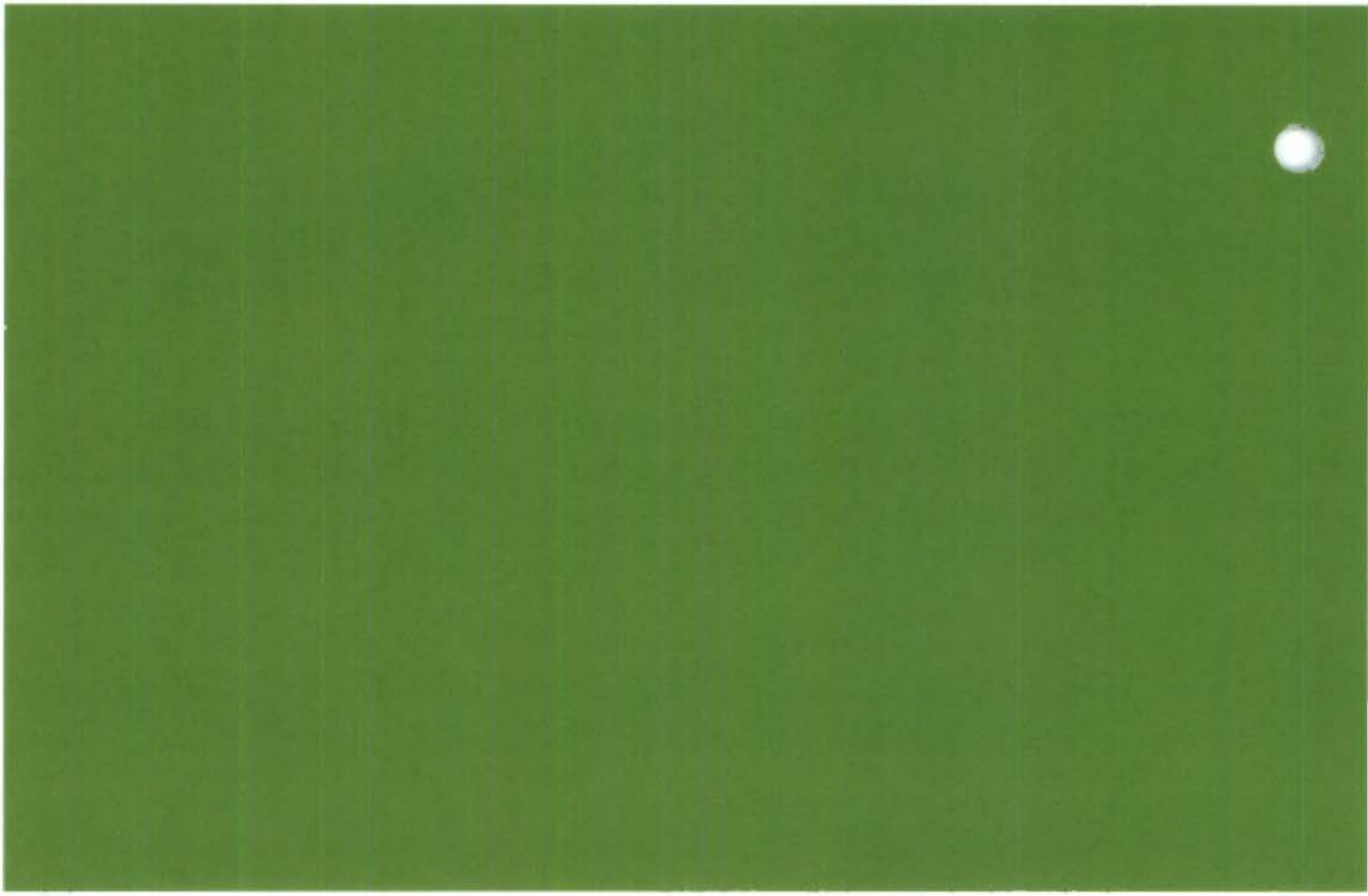
Our Innovations Kitchen is fired up daily, as chefs work collaboratively to develop signature items based on trends, regional preferences and seasonality. Our partners take part in lively interactive cooking, and then gather 'round the table in the Tasting Room to enjoy their creations.

Our Innovations Tasting Room, located adjacent to the kitchen, comfortably seats 22 people and incorporates state-o-the-art technology. It's ideal for presentations and group tastings, and for hosting brainstorming sessions.

As a hardworking, fun-spirited team, Levy Innovations creates unique guest experiences based on 360° thinking, robust ideation sessions and the collective desire to deliver business solutions.

PERSONNEL

SECTION 5.6



Levy Restaurants

5.6.1

PROVIDE A RESUME INCLUDING CLIENT REFERENCES OF THE EXPERIENCE, EDUCATION, AND PERFORMANCE RECORD IN THE FOODSERVICE BUSINESS, AND PROPOSED SALARY STRUCTURE OF THREE PROPOSED FULL-TIME GENERAL MANAGERS AND ONE PROPOSED CANDIDATE FOR ALL OTHER MANAGEMENT POSITIONS, INCLUDING EXECUTIVE CHEF, FOR THE FACILITIES FOR WHOM THE CITY WILL HAVE THE RIGHT OF APPROVAL. IDENTIFY WHETHER ANY OF THESE CANDIDATES ARE PRESENTLY EMPLOYED WITH YOUR COMPANY, LENGTH OF SERVICE, AND WHETHER THEY CURRENTLY RESIDE IN THE STATE OF TEXAS. PROPOSER MUST HAVE THEIR CHOICE OF THE GENERAL MANAGER AND EXECUTIVE CHEF AT ANY FOOD AND SERVICE DEMONSTRATIONS REQUIRED BY THE CITY FOR SELECTION OF THE PROPOSER. THE GENERAL MANAGER AND EXECUTIVE CHEF CANDIDATES MAY BE INTERVIEWED PRIVATELY PRIOR TO THE PROPOSER'S PRESENTATION.

PETER J. BORRONI

PROPOSED GENERAL MANAGER

Combining a creative eye and keen business savvy, Peter raises the level of every project he touches. As the General Manager of Banquets for Levy Restaurants at the John B. Hynes Convention Center, Peter oversees every detail from forecasting, to budgets, to developing menus and beyond, ensuring each guest has a memorable dining experience. He works closely with each client to understand every need and ultimately orchestrate truly extraordinary events. Rising to every challenge, Peter brings creativity and innovative thinking to every project to ensure each event is seamless – whether it is for 500 or 5,000 guests.

A great communicator, Peter enjoys bringing teams together to welcome convention center guests with attention to every detail. Cool under pressure, Peter helps team members exceed guest expectations, from business leaders to heads of state. His infectious drive for excellence brings out the best in all of his fellow teammates.

Peter is also a smart business leader with a talent for streamlining operations to optimize resources. He continually works with his team to find new ways to manage costs and become more efficient. His pursuit of exceeding guest and client expectations at every turn has also lead to increased sales and repeat business.

MY SECRET SKILL IS...

My secret skill is I am an avid hockey player. I started playing hockey when I was 7 years old and still have the passion for it 21 years later. One thing for certain is that I will never give up the desire to strap on a pair of skates and hit the rink.

MY LEGENDARY ACT OF HOSPITALITY...

One specific example that does stand out to me is when a client accidentally gave out 100+ meal tickets to the wrong guests and was in a bind trying figure out a plan to fix the situation. After exhausting all options, I gathered the names of the guests who were originally supposed to get the tickets and organized a plan where a manager would personally stand at the beginning of the line to check off the guests as they came through. In the end, the client was more than happy with our efforts and all guests were given their meals with no hiccups.

LUIS SEPULVEDA

PROPOSED GENERAL MANAGER

As a regional manager, Luis is an energetic, results driven leader who supports his teams with wealth of experience and expertise in facilities from convention centers, to stadiums and arenas. His enthusiasm for great food and heartfelt hospitality helps consistently cultivate new business and retain loyal clients. Luis enjoys connecting with people and creating long-lasting, fruitful business relationships. Luis inspires his teams to exceed guest expectations at every turn; creating extraordinary events to welcome guests from around the world.

For Luis, every aspect of the business is an opportunity to grow, improve and rise to a new challenge. He has a truly global perspective on operations with a background that includes several premier venues in Mexico including Omnilife Stadium, Corona Stadium, Auditorium Banamex and VFG Arena. A skilled negotiator, Luis has a broad range of experience in new contracts, contract extensions, and ensuring contract compliance and supporting new business growth including the development of key relationships within new markets, effectively communicating experience, capabilities, resources, and commitment.

CAMERON A. LEE

PROPOSED GENERAL MANAGER

Cameron is currently the Assistant General Manager for Levy Restaurants at the Wisconsin Center District, Wisconsin's premier convention and entertainment complex. Well versed in all aspects of the business, from the kitchen to purchasing and everything in between, he is instrumental in helping the team welcome guests from around the world with great food and heartfelt hospitality. An energetic, hands-on leader, with a broad background in all aspects of food and hospitality, Cameron is a true team player. Responding with ease to the fast pace and diverse demands of the multi-faceted facility, Cameron is always cool under pressure.

Cameron enjoys working side-by-side with partners to create truly memorable guest experiences. With great attention to detail, he is always sensitive to the changing needs of guests and partners alike; taking all feedback to heart and continually making improvements at every level. His approachable, winning attitude encourages confidence and great communication in every business relationship.

Passionate about creating positive and collaborative work environments, Cameron enjoys fostering continuous learning and development opportunities for all team members. With a knack for team-building, Cameron is adept at bringing together teams with different skills and backgrounds and leveraging individual talents fostering a collaborative and creative work environment that engages everyone, including full time, part time, union and non-union team members.

TRAVIS TUCKER

PROPOSED ASSISTANT GENERAL MANAGER

As General Manager of Concessions, Travis oversees all cash operations at the Georgia World Congress Center, a 3.9 million square foot facility that includes three restaurant locations. A high-energy resourceful leader, Travis thrives under pressure and enjoys helping his team create unparalleled dining experiences to every guest.

Travis began his career with Levy Restaurants in Tampa, Florida at Raymond James Stadium as General Manager of Concessions, before moving to Atlanta in January 2011. His talent for finding creative solutions helped immediately improve operations in the concessions department. By developing a collaborative work environment and cultivating strong relationships with our partner's event services team lead to fresh new concepts to address the need of convention center guests.

In addition to continually supporting Raymond James Stadium and the Georgia Dome, he has worked numerous high profile events including the 2011 NBA finals in Miami, 2011 PGA Championship and was the organizer for Coke's 125th birthday celebration in Centennial Olympic Park.

MY SECRET SKILL IS...

I am an avid bow hunter and love the outdoors. On one of my trips, inclement weather rolled in very quickly. I was on my own with a broken GPS system and had to find my way back to base camp through violent winds, rain and lightning. The journey took all night and over 9 miles of hiking. My skill is that i know that I can survive the outdoors for a long period of time without modern technology.

MY LEGENDARY ACT OF HOSPITALITY...

During a show I came across a guest, Daniel, who looked a little upset so I introduced myself and asked if I could help him. He was angry because we only had beef or pork on that particular menu and he did not eat either protein. I apologized and asked him what he was looking for and I might be able to direct him to the right spot. He informed me that he wanted chicken and he had a gluten allergy. I knew he was in a hurry so I walked with him to the Terraces Restaurant on site and got him a seat right away. I talked to our chef in the Terrace and we made a special plate of food for the guest and I was able to return within just a few minutes to serve Daniel his own specially prepared plate of food and informed him that I was buying it for him today. He was so amazed that I took the time to check in with him out of the 18,000 attendees at the conference and that Chef prepared a specific plate for him at a buffet restaurant. I told him that we did not even hesitate when asked because at Levy Restaurants we take pride in Winning One Customer at a Time.

MANUEL VIA

PROPOSED GENERAL MANAGER OF BANQUETS

Manny is currently the Banquet Manager at the John B. Hynes Veterans Memorial Convention Center in Boston. Leading by example, with an enthusiastic work ethic, Manny inspires his teams to create extraordinary experiences to each and every guest. Since starting with Levy, Manny has broadened his experience to include concessions operations, serving as the interim Concessions Manager.

Prior to joining Levy, Manny was in charge of banquet operations for the campus of the Massachusetts Institute of Technology in Cambridge, Massachusetts. Manny spent over three years working his way up through the ranks at MIT, before stepping into his role with Levy.

Manny's reputation for superior work has made him an invaluable asset to many teams. He has actively sought out opportunities to support large events, and has worked at Charlotte Motor Speedway, Kentucky Motor Speedway, New Hampshire Motor Speedway and the Boston Convention and Exhibition Center, in addition to Hynes. The one constant after each of his visits has been rave reviews – and invitations to come back for the next event!

MY SECRET SKILL IS...

My secret skill would be my ability to listen, understand and adapt to people's diverse talents and set of skills. I am a strong believer in the fact that you can learn a lot by listening to the people around you, no matter what their title or background is. My ability to listen has also helped me earn the respect from my employees and has made me the "go to" guy whenever there's a problem that needs a fast and efficient solution.

MY LEGENDARY ACT OF HOSPITALITY...

I don't consider anything I do "legendary", I just try to do the best I can to make sure our guests have the best experience possible here at the Hynes Convention Center. One day we had a show which included a plated lunch for 150 people. My team and I were ready to go when I got a call through the radio asking me to meet the client at the front door of the Ballroom. Once I got there, the client informed me that the speaker had invited all guests to have lunch in the Ballroom and that we were going to have more than 200 people coming in expecting food and beverages. She quickly mentioned how nervous and embarrassed she was to make a request to try to feed over 50 extra people. I told her that everything will be alright and we would do our best to make sure the extra people got something to eat or drink. I quickly called the Chef and asked him to prepare as many meals as he could within a short period of time, and also contacted our partner from the Massachusetts Convention Center Authority and informed him that we were going to need more chairs and tables in the Ballroom. I gathered our staff and informed them about the situation and the solution I came up with. Within minutes, the staff had the extra tables with linen, iced tea, glasses, coffee cups, coffee and the silverware they needed. The client was extremely pleased with our quick response to her request and our ability to set everything up without a single guest noticing anything wrong.

CANDIS FINE-EVERTON

PROPOSED CONCESSION/BEVERAGE MANAGER

Candis brings a genuine enthusiasm for winning over each guest with great food and heartfelt hospitality in her current role as Concessions Administrator at Texas Motor Speedway. Using a keen eye for every detail, she supports inventory management, event and daily operations staffing, facilitating pre-event set up, event management and post-event breakdown. A dedicated teammate, Candis is always quick to lend a hand where needed.

Passionate about giving back to the community, she began her career with Levy as the Not-For-Profit Group Coordinator before expanding her responsibilities to her current position. Though she has a unique expertise in racing properties, she has also supported a wide variety of venues since joining the Levy family. An invaluable resource to any team, Candis has tirelessly lent her time and expertise to a variety of locations and events from NASCAR races, to new facility openings, to universities.

Candis attended Texas State University, San Marcos, Texas, where she pursued a double major in Sociology and Mass Communication with a focus in print journalism.

MY SECRET SKILL...

Being from Texas and coming from a family of avid outdoorsmen, the first weekend in November is something similar to a holiday – the first weekend of deer season. I have been hunting with my Dad since I was little and I killed my first deer at the age of fourteen. I am a pretty good marksman and have only gotten better with every passing season. My gun of choice is a .243 hunting rifle with a mounted Remington scope – a Christmas gift from my Dad when I was thirteen. Deer season is one of my favorite times of the year because I get to spend extended periods of time with my family and share an important rite of passage with my Dad..

MY LEGENDARY ACT OF HOSPITALITY...

One of the pillars of Levy is being a "Family." While I was working one of the largest markets hosted at Dallas Market Center, I visited with a vendor working the show. I discovered she was from out of town and that she was spending her birthday working the show instead of being able to spend it with her family. With birthdays being important in my own family, I wanted to give her something small to celebrate. I enlisted the help of Executive Chef Edgar Solis, and together, we were able to help her celebrate her thirty-fifth birthday with a cheesecake. It was a small gesture but she was so thankful and she got the recognition she deserved.

I was part of a United States Air Force Military Rescue Team back in the 70's when we got the call that a plane had crashed and we were sent out to find any survivors. Unfortunately there were none, but we were able to recover most of the remains to have a proper send-off for the fallen soldiers and their families.

HENRY TAYLOR

PROPOSED EXECUTIVE STEWARD

As Executive Steward, Henry works side by side with the Executive Chef, Executive Sous Chef and Front of House Managers. Having the responsibility of managing the timely arrival of food, utensils and vehicles required to ensure a constantly successful execution of events is a task Henry finds very rewarding. He is committed to on-going training and growth of his team and teaching them the responsibility of giving the excellent service Levy provides to their guests.

In 2005, Henry was asked to travel to Chicago, IL and assist at Ravinia, an open-air concert arena where hundreds of well-known musicians perform. Because of the organizational skills Henry exhibited on this occasion, he was then requested by a Corporate Chef to assist at several high profile events. Some of these events include the US Tennis Open in 2006, 2007, 2008, 2009, 2010 and 2011, Breeder's Cup and numerous others.

Before beginning his career with Levy Restaurants, Henry was a Non-Commissioned Officer in the United States Air Force in charge of guest housing and laundry. He was also a member of the Military Rescue Team and an Intensive Care Specialist at the VA Hospital in Omaha, NE. After being injured, he was released from the military and entered into a diversified career in many aspects of food service. He worked for venues such as Edelweiss German Restaurant, The Radison Hotel, Omaha Steaks, Valentino's Restaurant, Ameristar Casino and Harvey's Casino.

MY LEGENDARY ACT...

It was one time I noticed a guest walking around the ball room pre-function area lost. I asked if I could be of some assistance. She stated she was looking for a place that served coffee and that she would really like to have a cup before their meeting started. I asked the lady what group she was with and to follow me. I took her to the room where her group was meeting and two minutes later I brought her a cup of coffee and realized that a few other people were looking for coffee as well. So I asked Chef if it was possible to make coffee for the whole group of ten people. Of course Chef said yes. Come to find out she was the actual client for a future event here at CenturyLink Center Omaha. She later told a staff member that by me getting her a cup of coffee may have finalized their decision to bring their event here.

MY SECRET SKILL IS...

MARC CRUZ

PROPOSED EXECUTIVE CHEF

Marc was born and raised in Houston, Texas where he attended the Art Institute for Culinary Arts, graduating with Honors. He began working with Levy Restaurants in Houston at the Toyota Center in the Red and White Bistro in 2003 as a line cook where he was soon promoted to supervisor. His culinary talent was apparent from the start and Marc quickly rose through the ranks, becoming a Sous Chef at American Airlines Center in Dallas, where he was responsible for the catering, Clubs and VIP areas.

In 2007, Marc was given the opportunity to take on a new challenge with the newly renovated Platinum Club and was promoted to Senior Sous Chef. After a successful and busy year, he was promoted to Executive Sous Chef and his responsibilities increased to include catering, Clubs and other scheduled culinary events.

In 2010, Marc took on the responsibility of the suites department where he carried out our corporate roll-out of new items and added in regional cuisine items as well as assisted in the revisions of the suites menu. This opportunity in suites, as well as the other areas he had managed at the American Airlines Center, gave him another avenue to utilize his creative knowledge and experience in Texas to identify new regional items and specials to offer to the 144 suites to increase revenue and impress our guests and clients. Marc continued to be involved and oversee the other premium areas as well and assisted in the overall production of the food in the building for both Premium and Concessions.

Marc has supported several major events and venues in his eight years with Levy Restaurants, including NBA Finals in Los Angeles, US Tennis Open in New York for the last three years, Dallas Market Center and Texas Motor Speedway.

Marc and his wife, Helen, are expecting their first child in February 2012.

MY SECRET SKILL...

I am a huge music fan of all genres and play the guitar as a hobby.

MY LEGENDARY ACT OF HOSPITALITY...

I have been very fortunate to be a part of many legendary acts while with Levy, but one that sticks out in my mind is our continual effort to WOW one of the owners of the Dallas Mavericks. Martin Woodall is very demanding and has incredibly high expectations. For every event, I bring an innovative food dish to Martin's suite to show him new foods and potential items to sell at the arena. Helping to turn Martin into a true Levy fan as been a very rewarding challenge. I have tried every imaginable style of food and researched all of his likes and dislikes. Martin now cannot wait until we deliver his "Treasures" (Martins word) at each event.

JIM PETRACCI

PROPOSED EXECUTIVE SOUS CHEF

He began his career with Levy restaurants in 2009 at Phillips arena home of the Atlanta Hawks. Here he quickly discovered the Levy difference at the Center Club and was promoted to supervisor at the halfway mark of the season. His responsibilities increased to include catering and the execution of The Buckhead Life themed mini restaurants.

At the close of the season Jim was promoted to Sous Chef and moved to the Georgia World Congress Center where he was responsible for all hosted banquet functions. This included consistently and efficiently overseeing a large team, and executing plated dining and chef tables for guest counts of over ten thousand.

While at the Georgia World Congress Center, Chef Jim was a key player during some of the biggest conventions in the industry; including Microsoft's MGX, Tech Ed, Convergence and McDonald's. His role during these conventions was managing both attendee and crew meals, as well as welcome receptions. Chef Jim has shown that large numbers are not an issue in his kitchen and welcomes every challenge presented.

Most recently Jim has been tasked with taking over the concession department. This involves totally revamping and standardizing eight new concepts from the ground floor, introducing new roll outs from our company core and maintaining consistent standards. Jim has excelled in this role using his culinary background to deliver a chef driven concession experience.

Jim has also supported some of the largest sporting events in the country including the U.S Tennis Open, Wells Fargo Golf Tournament, New Hampshire Motorspeedway, Chicagoland Speedway, Atlanta Motor Speedway and The Georgia Dome.

Chef Jim was born and raised in New Jersey but migrated south to Atlanta to attend Le Cordon Bleu, graduating with honors.

RAMONA HINTEN

PROPOSED EXECUTIVE SOUS CHEF

With a passion for food and a warm sense of southern hospitality, Missouri native Ramona, was bitten by the culinary bug after a summer pastry class. Building on her natural talents in the kitchen, Ramona studied at the revered Culinary Institute of America in Hyde Park, New York. She enjoys cooking with the freshest local ingredients to develop creative menus to satisfy every taste.

Looking to broaden her experience, she joined the Levy team at Texas Motor Speedway, bringing her classic culinary training to the racetrack. Quickly rising through the ranks, and thriving in the fast paced environment, she became Senior Sous Chef after just a few months. Though she brings a wealth of experience and expertise to the kitchen, she enjoys collaborating with fellow chefs and partners to create truly memorable dining experiences for every occasion.

Prior to joining the Levy family, she worked in Washington D.C. for the Ritz Carlton at Tyson's Corner before pursuing an opportunity in Texas at the Gaylord Texan. A versatile chef, Ramona was also the Pastry Sous Chef at The Mansion on Turtle Creek, a 5-star restaurant.

MY LEGENDARY ACT OF HOSPITALITY...

During my second race at Texas Motor Speedway, while still a seasonal hourly employee, I was tasked with running the Legend's Bar and Grill. I was still a little overwhelmed with the whole idea of a major race and had only one other cook helping me. In the middle of all the turmoil of race weekend I was asked by one of the managers if I could produce a custom cake that was requested by one of the suites at the last minute. I took the challenge and made it happen.

MY SECRET SKILL IS...

That I was a certified pyrotechnician while working as a stage manager for the Six Flags over Texas Batman Show. It was exciting to see and hear the audience reactions. I am still looking for ways to use this skill in my culinary career.

MY SECRET SKILL IS...
I make a mean Beer Cheese Soup, complete with whichever Samuel Adams seasonal beer is in stores. Lambeau Field – Watch out!

SHANA MCMAHON

PROPOSED DIRECTOR OF SALES AND MARKETING

Shana is currently a Senior Catering Sales Manager at the Boston Convention & Exhibition Center in Boston, Massachusetts, overseeing all aspects of sales from new business development, to menu creation and event design for each of her shows. Shana works side by side with each client to orchestrate world class events from business conferences to gala events, welcoming guests from around the world with incredible food and heartfelt hospitality. In this position, Shana is best able to combine all of her past professional experiences for the benefit of her clients. Shana has never been so proud to be a part of a company until she arrived at Levy, and as a Boston native, she takes full pride in bringing the Levy difference to her hometown.

Shana's depth of experience and expertise began in 2006 when she graduated with a Bachelor of Arts Degree in Public Relations and Business Management from Quinnipiac University, in Hamden, Connecticut. Soon after, she took off for the exciting world of event planning in Miami, Florida. Without knowing a single person in the business, Shana found her way to The Event Firm, a full service event production company. It was there that Shana was hired as an Event Producer and worked for an elite clientele, ranging from high-profile celebritie, to Fortune 100 companies. After a year of screaming divas and stressed out "Bridezillas," Shana decided that she was ready for a new adventure!

In July 2010, Shana proudly accepted her new role as Senior Catering Sales Manager at Levy Restaurants at the BCEC, after moving back to Massachusetts to be closer to family.

MY LEGENDARY ACT OF HOSPITALITY...
In 2010, the American Bankers Association came to Boston for their yearly conference. This was a challenging event for Levy, as we were still in the transition phase after winning the bid for the Hynes and the BCEC. The client, was less than thrilled about having their event fall within this transition phase, and felt less than confident about having a successful and smooth event. While we delivered the event in an efficient manor, and the client was pleased, I took it upon myself to make sure that the she and her team would feel confident with Levy in the future, and would look forward to working with us again. I learned that the client was planning a trip to the Mediterranean. Just returning from a trip there myself, I made a folder for her, with a complete guide to the destinations, restaurants and shops I thought she would enjoy. Six or seven months later, I received an email of thanks from her, telling me of all the wonderful excursions she had on her vacation. It was incredibly rewarding to know I had helped our client both professionally and personally.

LAURA LEIPOLD

PROPOSED CATERING SALES MANAGER

Laura Leipold is the Catering Manager at the American Airlines Center. Laura oversees and helps manage the private events during sports events, concerts, and private events held in the building. Laura takes great pride in sharing her passion for great food and warm hospitality with each and every guest. With careful attention to every aspect, Laura anticipates the changing needs of each client to ensure a seamless event.

With a natural talent for orchestrating special events, Laura has a wealth of experience in planning and managing events of all kinds. After moving back to Dallas in 2004, Laura spent a year working at an exclusive local boutique working with brides to create the perfect day. Later, Laura was offered a great opportunity to move back to Little Rock, Arkansas and work for a regional event company and to help coordinate a wide range of events from weddings to corporate events to private parties and fundraisers.

MY SECRET SKILL...

I have been a dancer my whole life, winning many competitions in Ballet, Jazz, Modern, Hip Hop and other dance disciplines.

MY LEGENDARY ACT OF HOSPITALITY...

While at AAC only a few months, I recently had the opportunity to turn around a very stressed client at an event with Anheuser Busch for 2,500 people. The event was originally scheduled to be outside on the Plaza. Due to the weather, the event was moved inside the Arena on the basketball floor, 24 hours before the event was to take place. The logistics of the move and the reduced space on the floor caused for some stressful moments for the Client ,yet it was my goal to reassure her and keep her at ease. The Client wanted the floor set up in a certain way as they had games, a band, food stations, bars etc. I realized that the clients design would not work due to the lack of flow for the guests. At the last minute I was able to convince the Client to change the set up that would keep the guest flow moving and reduce backups. This saved the day. The Client came to me at the end of the event and thanked me profusely for pushing her for the change in such a professional manner and making the event successful.

TARA SASSER

PROPOSED CATERING SALES MANAGER

Tara is currently the Sales Manager for Texas Motor Speedway overseeing all special events for the unique venue. She enjoys working side by side with clients and partners to create truly memorable dining experiences. A creative thinker, Tara always finds unique solutions for every challenge and makes every effort to address the needs of each client.

While with Levy, Tara has broadened her experience with opportunities to work both sales and operations roles for a variety of world class events including the 2010 NBA All-Star Game at American Airlines Center, the inaugural Sprint Race for Kentucky Speedway and the 2011 US Tennis Open in New York.

Before joining Levy, Tara was the catering manager with Eurest Dining at Southwest Airlines HDQ. She managed a wide variety of events from small corporate meetings to the annual holiday party for Southwest Airlines. She worked with all of the clients from the planning process, execution of the event and finally the invoicing. During her time with Eurest Dining, she was awarded the Rising Star Award in 2008.

Tara started her passion for the hospitality industry while she was a student at Texas Tech University and studied Restaurant, Hotel and Institutional Management. She graduated Summa Cum Laude and was awarded the Outstanding RHIM student in 2007.

MY SECRET SKILL IS...

That I am very good at art, both in drawing and painting. My uncle was an artist and always encouraged me to draw and would let me watch him as he painted. While I was in high school, I took a sculpture and ceramics class to expand upon what I already knew. When I was growing up, I wanted to be a fashion designer because I was always drawing new ideas for clothes and patterns.

MY LEGENDARY ACT OF HOSPITALITY...

This past November has been my third time to oversee Hospitality Village at Texas Motor Speedway, in both sales and operations. Since I have taken over, Caterpillar has always been one of my largest clients, ordering multiple meals for approximately 375 people each race. My client, Crystal Doty, let me know this past race that they had been experiencing some service issues at other tracks that they had visited. I worked with Crystal to select menus and helped her determine the quantities they needed to order for their breakfast and snacks. I assured her that I would put my most experienced captain over her tent with a great non-profit group. I also discussed with her that we would put an extra "T-table set-up" to help get all of her guests through the lines, with minimal waiting. Crystal called me in a panic the day before her event to let me know that their group had increased 100 people for lunch, and wanted to know if there was any way we could accommodate the extra guests. I spoke with the chef and we were able to take on the additional guests. On the day of her event, I introduced Crystal to her captain and her staff and told her that I would check up on her during the event to check on the status of her event. Crystal left a comment card with all excellent scores given with the comment "Great service before and during the event! Caterpillar had a very successful event thanks to Levy!"

ANGEL BERTRAND

PROPOSED CONTROLLER

Angel is currently the Senior Accounting Manager at Chesapeake Energy Arena in Oklahoma City, Oklahoma. With a careful eye for every detail, she oversees all facets of the accounting and cash handling. Her responsibilities include daily reporting of sales, expenses and labor. She also enjoys working closely with leadership on projection forecasts, month end reporting and monthly theoretical, accounts receivable and partnering with the director of operations to develop fiscal year budgets. Angel is also responsible for the distribution and collection of banks, reconciliation of money collected, reporting money collected, making bank deposits and handling our petty cash.

An all around great team player, Angel is always happy to pitch in when needed. Since joining Levy, Angel has lent her skills to a variety of locations, including Texas Motor Speedway and the opening of TD Ameritrade Park in Omaha, Nebraska. As part of the opening support team, Angel helped team members develop and hone the necessary skills to optimize business operations. Her collaborative style helps bring teams together to manage all areas of the business effectively and efficiently.

STEVE HARDING

PROPOSED PURCHASING MANAGER

As the Director of Purchasing, Steve Harding oversees the purchasing and warehouse operations for Levy Restaurants at the Toyota Center, home of the Houston Rockets and Red Nation. The Toyota Center is an 18,000 seat stadium with 90 suites and the beautiful Red and White Restaurant. Steve brings over 25 years of Food Service and Purchasing experience to his position at the Toyota Center.

At the age of sixteen, Steve had his first food and beverage job helping out in the kitchen at Club Continental in Orange Park, Florida. After several other jobs and a stint in the Navy, he started working at Busch Gardens in Tampa, Florida in a part time capacity while attending the nearby University of South Florida. Within a year, that part time job turned into a full time supervisory position, responsible first for cart operations and eventually taking over the running of the Smokehouse Restaurant, before moving to the office as an analyst. Over time purchasing was added to Steve's responsibilities and eventually he became Purchasing Manager for Busch Gardens; one of the top ten theme parks in the United States.

Steve resides in Houston with his wife Lauren and three year old son Ethan.

MY SECRET SKILL IS:

Construction: as a teenager I helped my father build the home my parents still live in today. Doing so gave me a sense for the satisfaction to be gained through the design, planning, and execution of a project near to one's heart and soul.

MY LEGENDARY ACT OF HOSPITALITY:

In October, the Toyota Center hosted UFC, the busiest single day event so far in Levy's history at this venue. As Director of Purchasing I oversaw the efforts of my team as we successfully planned for and supplied the building with the product needed to make the event a stunning success. Excellent customer service was supported by an ample supply of the products in demand.

MARYLEI HILL

PROPOSED HUMAN RESOURCES MANAGER

As Human Resource Manager, MaryLei brings a knack for streamlining and organizing projects and procedures. MaryLei has been instrumental in optimizing the department by creating a more efficient and organized filing system and managing all unemployment/DOL correspondence, issuing disciplinary reports and keeping records of all full time team members. Her attention to detail and approachable demeanor, helps to create open lines of communication between all team members.

A dedicated team player, she has also continued to support other properties in Atlanta by providing HR support during large sporting events and concerts, as well as supporting the GWCC property during major revenue shows such as Microsoft Convergence and Microsoft Tech Ed.

MaryLei was raised in Ocala, Florida and moved to Tampa after graduating from high school. She first attended Florida College where she played soccer and earned her Associates degree in Liberal Arts. From there she chose to further her education at the University of South Florida. She graduated with a Bachelor of Arts degree in Communications with minors in Interpersonal Communication and Psychology.

MY SECRET SKILL IS...

Something that I always find my fellow managers are surprised to find out about me is that I can bake and decorate cakes. As a teenager I spent my Saturdays and weekday afternoons helping my grandmother run her bakery.

MY LEGENDARY ACT...

As an HR manager I feel as if a large part of my job is providing legendary service, not only to our guests and clients, but also to our very own team members. It is my belief that if our team members are not happy with the positions that they hold and the jobs that they perform then it can be very difficult for them to make our guest feel that way about the experiences that they share with us. I believe that I offered our team members legendary service when I agreed to postpone my trip home for the holidays so that I would be able to pass out their paychecks on Christmas Eve. Knowing that I had a six hour drive home and that my family would be celebrating without me was a difficult decision, but I understood that some of my team members would not be able to celebrate if they were not able to receive their paychecks on time.

In order to create a festive atmosphere, I wore a Santa hat, passed out candy canes, played Christmas music and even had a few boxes of donuts at the ready. Realizing that I was giving up a part of my holiday for them, more than one team member thanked me, which in turn made me realize that I would do it all over again if necessary.

MY SECRET SKILL...
I am a former Division 1 soccer player for the University of Texas

KENTON MCCLELLEN

PROPOSED ACCOUNTING MANAGER

Kenton is the Senior Accounting Manager for Levy Restaurants at the American Airlines Center since October 2009. Prior to coming to the American Airlines Center, he held the same position at Toyota Park in Chicago. He oversees sales recording and reporting, accounts receivable and the cash room. Since arriving in Dallas, he has helped streamline the reporting process and standardize the recording process.

Kenton realized his passion for food and beverage while attending college, where he started waiting tables and bartending. Building on that experience, he graduated summa cum laude from the Conrad Hilton School of Hotel and Restaurant Management at the University of Houston.

Since joining Levy, Kenton has steadily risen through the ranks, gaining experience at a number of premier venues around the country, including the AT&T Center in San Antonio, the Toyota Center in Houston and Toyota Park in Chicago.

Kenton has a passion for all things in life, is an avid golfer, and a huge fan of all sports. Being a sports fan, he can combine his passion for the business with his passion for sports and shows this passion in his work every day.

MY LEGENDARY ACT OF HOSPITALITY...
While I do not get in front of the public often, I sometimes handle calls from guests regarding billing and /or credit card charge errors. Guests are sometimes upset and agitated by the time they speak to me and I strive to fix the situation in a professional and fast manner. I feel if I show them a sense of urgency in handling their problem, I can turn the frustration into thanks from the guest. Many times, after fixing these situations, I get great feedback from the guests. While I cannot be on the floor to win our guests over, it is great to know that I can have a positive impact in my position with my demeanor and empathy when given the chance.

MY SECRET SKILL IS...
That I have a great sense of urgency and attention to detail.

JUDY TUSCHER

PROPOSED EXECUTIVE ASSISTANT

Judy is currently part of the Levy Restaurants team at the AT&T Center in San Antonio, Texas. Providing great guest service is a passion of Judy's, to both guests and to her fellow Levy team members as well. Over the past six years, she has had the pleasure of working with a team of diverse and talented individuals and has formed many friendships with several repeat guests to the Suites and Terrace Club Restaurant.

Judy's responsibilities include general office administration such as ordering supplies, answering the main line for Levy Restaurants, taking care of any guest or team member questions and coordinating reservations for the club operations as well as the San Antonio Spurs executives utilizing these locations. The billing duties include reconciling the sales of sixty suites after all events and distributing invoices to 70 plus suite owners as well as the client, Spurs Sports & Entertainment management. Judy is also responsible for accounts receivables for the AT&T Center.

Most of Judy's career has been in the hospitality industry and before joining the Levy family she spent eighteen years at Walt Disney World as the Administrative Assistant to the Vice President of Epcot.

Judy has been happily married for 26 years and has two wonderful children. When the children are home from college, she enjoys spending family time together.

MY LEGENDARY ACT...
Is to be proactive and call our repeat guests of the Terrace Club Restaurant when I can see that an event (Spurs game, concert, etc.) is going to cause the restaurant to book out. We have several repeat guests that wait to the last minute to book a reservation and they are always so delighted, and feel very special, when they receive my call. I also note their preferred table or server on the template so we are prepared when they are greeted at the hostess stand at the onset of their dining experience.

5.6.2

PROVIDE THE PROPOSED OPERATING PLAN FOR THE FACILITIES TO INCLUDE AN ORGANIZATIONAL CHART DETAILING ALL PROPOSED MANAGEMENT (EXEMPT) AND HOURLY POSITIONS (NON-EXEMPT). SPECIFY ALL OTHER PROPOSED MANAGEMENT TO INCLUDE RESUMES, PROPOSED SALARY, BENEFITS AND ANY OTHER BONUS/INCENTIVE PLANS AVAILABLE FOR THE POSITION. (FOR REASONS OF BUSINESS CONTINUITY, IT IS THE CITY'S DESIRE THAT THE SUCCESSFUL PROPOSER BE WILLING TO RETAIN CRITICAL OR KEY STAFF MEMBERS EMPLOYED BY THE CURRENT FOOD SERVICE PROVIDER AT ACCD.)

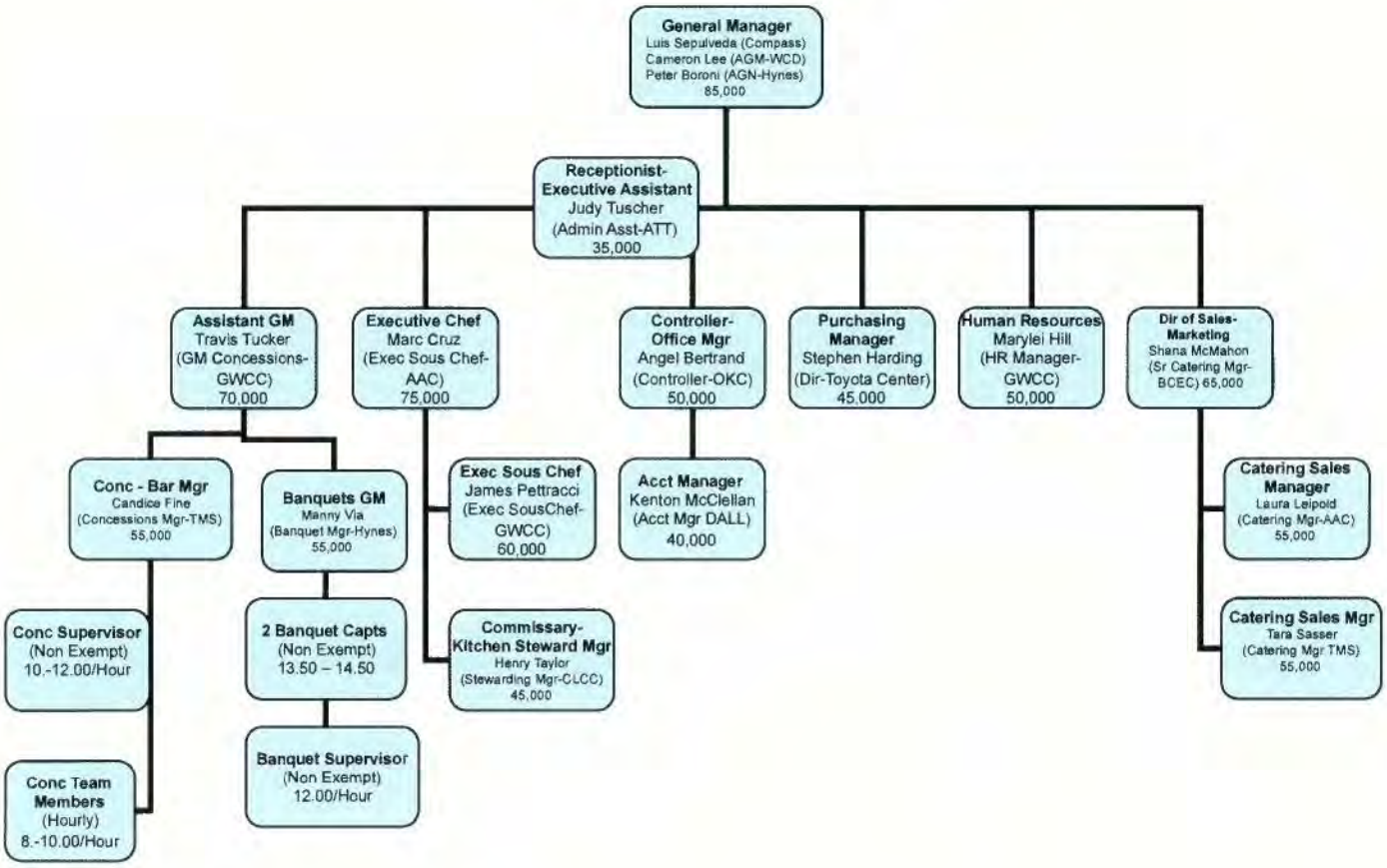
The attached schedule outlines the current proposed structure for our management team outlining their recommended salary structure, additional base bonus compensation, and benefits package each is eligible for in their role. Additionally, included is a copy of the base bonus compensation plan that each manager each eligible for as a team member working together to achieve both the budget and qualitative goals. Our sales team incentive compensation is based on growing top line revenues in group sales. The Director of Sales who is also responsible for managing the department has a base line flat compensation incentive and the Catering Sales Manager incentive is based on a % of sales after they meet the group sales budget. Attached are the sample sales contracts for further detail. As your partner, it would be our goal to determine both the financial goal and qualitative goal that each team member is working together to achieve.

In addition to the management structure, attached is an organizational chart showing the reporting structure and the additional hourly (non-exempt positions).

In regards to ensuring the continuity of the business, we would work closely with the leadership of the Austin Convention Center to determine who leadership would like us to retain in their current role or another role. It is our practice to give every team member an opportunity to interview for all open positions.

Austin Convention Center

ORGANIZATIONAL CHART



AUSTIN CONVENTION CENTER
PALMER EVENTS CENTER

EXHIBIT E
MANAGEMENT STAFFING AND SALARIES

Position	Salary	Candidates	Years with Levy Restaurants	Incentive Compensation	Benefits
				As a % of Base Salary	
General Manager(s)	$ 85,000	Luis Sepulveda, Eurest - Compass	7 years	15%	Health, Dental, Vision, 401k with match, Flexible Spending, Voluntary Term Life and AD&D, Vacation and Personal Days
General Manager(s)	$ 85,000	Cameron Lee, AGM - Wisconsin Center District	10 years	15%	Health, Dental, Vision, 401k with match, Flexible Spending, Voluntary Term Life and AD&D, Vacation and Personal Days
General Manager(s)	$ 85,000	Peter J. Borroni, AGM - Hynes Convention Center	1 year	15%	Health, Dental, Vision, 401k with match, Flexible Spending, Voluntary Term Life and AD&D, Vacation and Personal Days
Assistant General Manager	$ 70,000	Travis Tucker, GM of Concessions - Georgia World Congress Center	1 year	13%	Health, Dental, Vision, 401k with match, Flexible Spending, Voluntary Term Life and AD&D, Vacation and Personal Days
General Manager Banquets	$ 55,000	Manny Via, Banquet Manager - Hynes Convention Center	1 year	12%	Health, Dental, Vision, 401k with match, Flexible Spending, Voluntary Term Life and AD&D, Vacation and Personal Days
Concessions/Bar Manager	$ 55,000	Candice Fine, Concessions Manager - Texas Motor Speedway	5 years	9%	Health, Dental, Vision, 401k with match, Flexible Spending, Voluntary Term Life and AD&D, Vacation and Personal Days
Commissary/Kitchen Steward Manager	$ 45,000	Henry Taylor, Stewarding Manger - Century Link Convention Center	8 years	9%	Health, Dental, Vision, 401k with match, Flexible Spending, Voluntary Term Life and AD&D, Vacation and Personal Days
Executive Chef	$ 75,000	Marc Cruz, Executive Sous Chef - American Airline Center	7 years	15%	Health, Dental, Vision, 401k with match, Flexible Spending, Voluntary Term Life and AD&D, Vacation and Personal Days
Executive Sous Chef	$ 60,000	James Pettracci, Executive Sous Chef - Georgia World Congress Center	2 years	12%	Health, Dental, Vision, 401k with match, Flexible Spending, Voluntary Term Life and AD&D, Vacation and Personal Days
Director of Sales and Marketing	$ 65,000	Shana McMahon, Senior Catering Sales Manager - Boston Convention & Exhibition Center	1 year	16k	Health, Dental, Vision, 401k with match, Flexible Spending, Voluntary Term Life and AD&D, Vacation and Personal Days
Catering Sales Manager	$ 55,000	Laura Leipold, Catering Manager - American Airline Center	1 year	10%	Health, Dental, Vision, 401k with match, Flexible Spending, Voluntary Term Life and AD&D, Vacation and Personal Days
Catering Sales Manager	$ 55,000	Tara Sasser, Catering Manager - Texas Motor Speedway	2 years	10%	Health, Dental, Vision, 401k with match, Flexible Spending, Voluntary Term Life and AD&D, Vacation and Personal Days
Controller/Office Manager	$ 50,000	Angel Bertrand, Controller - Oklahoma City Arena	3 years	9%	Health, Dental, Vision, 401k with match, Flexible Spending, Voluntary Term Life and AD&D, Vacation and Personal Days
Purchasing Manager	$ 45,000	Stephen Harding, Director of Purchasing - Toyota Center	2 years	9%	Health, Dental, Vision, 401k with match, Flexible Spending, Voluntary Term Life and AD&D, Vacation and Personal Days
Human Resource/Training Manager	$ 50,000	Marylei Hill, Human Resource Manager - Georgia World Congress Center	2 years	9%	Health, Dental, Vision, 401k with match, Flexible Spending, Voluntary Term Life and AD&D, Vacation and Personal Days
Accounting Manager	$ 40,000	Kenton McClellan, Accounting Manager - American Airline Center	5 years	9%	Health, Dental, Vision, 401k with match, Flexible Spending, Voluntary Term Life and AD&D, Vacation and Personal Days
Receptionist/Executive Assistant	$ 35,000	Judy Tuscher, Administrative Assitant - AT&T Center	6 years	9%	Health, Dental, Vision, 401k with match, Flexible Spending, Voluntary Term Life and AD&D, Vacation and Personal Days

2012 INTERNAL SALES INCENTIVE PROGRAM

We are pleased to present you with your bonus program (the "Program") for the 2012 fiscal year from October 1, 2011 to September 30, 2012 (the "2012 Fiscal Year").

I. BONUS INCENTIVE COMPENSATION ELIGIBILITY:

As you will see, your Program is comprised of two (2) separate and distinct components: (i) the Financial Component, which relates to your sales levels, and (ii) the Qualitative Component, which relates to your location's "In Pursuit of Excellence" reviews, mindshare survey results, and individual Map Objectives. If all of the eligibility criteria are met as described below, the manager will be eligible to earn 100% of his/her bonus amount. Any amounts earned under this Program are payable in December 2012. The chart below illustrates the total bonus potential for applicable positions.

Position	Total Bonus Amount Potential
Director of Catering/Sales	$16,000.00 plus financial performance incentive
Sr. Catering/Sales Manager	$16,000.00
Catering/Sales Manager	$16,000.00
Catering/Sales Coordinator	$ 6,000.00

A. FINANCIAL COMPONENT

The percentage of the manager's bonus that is tied specifically to the location's sales levels is 75%. The Financial Component will based on your location's monthly food and beverage sales, additional billed labor and any "Up Charge" sales. For purposes of this Program, the term "Up Charge" relates specifically to the amount over cost for all such charges. For example, should we arrange a floral package for a guest and our cost is $500.00 and we charge an additional $100.00 (20%) to the guest, the $100.00 "Up Charge" is considered for bonus purposes under this portion of the Program.

The chart below explains the criteria to achieve the Financial Component of the bonus, provided all other eligibility criteria are met.

2012 Annual Bonus Compensation (Internal Sales)			
	Potential	Bonus	
Team Sales Goal Fiscal Year 2012 $_____	Director of Catering/Sales	Catering/Sales Manager/ Sr. Catering/Sales Manager	Sales/Catering coordinator
Sales between 100% and 115% of goal	$6,000.00	$6,000.00	$2,250.00
Sales over 115.1% of goal (In addition to amount earned above)	$6,000.00	$6,000.00	$2,250.00
Location qualifies for full bonus compensation (financial portion only)	10% of base salary	----------	

Sales Goals by month

Month	*Sales Goal*
October	
November	
December	
January	
February	
March	
April	
May	
June	
July	
August	
September	
Totals	

B. QUALITATIVE COMPONENT

The percentage of the manager's bonus compensation that is tied specifically to achieving the following qualitative criteria is 25% of his/her bonus Compensation:

1. You may earn 12.5% of your overall bonus if you receive: (i) 90% average rating or better on the group sales In Pursuit of Excellence ("IPOE") reviews that have been conducted at the location for the 2012 Fiscal Year; and (ii) an average annual mindshare score of a 4 or better for your location's post-event mindshare surveys during the 2012 Fiscal Year. If your location does not participate in the mindshare programs, your client's guest satisfaction program will be substituted.
2. A 12.5% of your overall bonus may be earned if you bring in a minimum of 4 qualified leads for possible national impact accounts to the National Sales Director throughout the year. (Team locations = 4 leads per sales person)

C. REFERRAL COMPONENT

Refer a party to one of our outstanding Levy locations and earn extra money! Simply refer an event to a Sales Manager at a Levy venue, other than your own, and when the event confirms, the menu is established and the initial deposit is paid, you will be eligible to receive a referral bonus. Your Director of Operations/General Manager will be responsible for confirming the secured referral and will process the appropriate paperwork for your compensation. The location that received the referral will be responsible for the referral fee.

The referral fee schedule is as follows:

Total Event Sales	Referral Bonus
$1,500 - $2,500	$ 50.00
$2,501 - $5,000	$ 100.00
$5,001 - $7,500	$150.00
$7,501 – and over	$250.00

II. ADDITIONAL CRITERIA

1. The program is only in effect during the Company's 2012 Fiscal Year.
2. Any amounts earned under this Program shall be paid in December 2012 ("Payout Date").
3. If, after joining the Company, you experience a change in position, experience a change in regional composition, or you are employed at the end of the 2012 Fiscal Year, but have not completed twelve months of service during the 2012 Fiscal Year, you will be eligible to receive a pro-rata share of the annual incentive compensation pool. There are many possibilities with regard to potential pro-rata incentive compensation, so each situation will be dealt with on an individual basis at the sole discretion of the Company.
4. If you are hired during the middle of a month, experience a change in regional composition, or change in position during the middle of the month, any pro-rata eligibility for incentive compensation for that particular month may be rounded by the Company, in its sole discretion.
5. Participants in the Company's Fast Track Program are not eligible to receive any bonus incentive compensation for the months during which they are considered part of the Fast Track Program.
6. Annual Incentive Payments are not earned until the 2012 Fiscal year is complete. If your employment with the Company terminates for any reason whatsoever (either by you or by the Company) prior to the end of the 2012 Fiscal Year, you will not have earned any of the annual bonus components. There shall be no accrual of benefits or prorated entitlement to any bonus compensation under the Program prior to the end of the 2012 Fiscal Year. Consequently if your employment with the Company terminates for any reason whatsoever (either by you or the Company) prior to the end of the 2012 Fiscal Year, you will not be eligible to receive any compensation under this Program. In addition, if you are employed through the end of the 2012 Fiscal Year, and your employment with the Company terminates as a result of your willful misconduct or fraud prior to the Payout Date, you will not be eligible to receive any compensation under this Program.
7. In the event of your death or total or permanent disability during the 2012 Fiscal Year, you or your beneficiary may receive a pro-rata Base Bonus for the year based on the number of full weeks of your employment with the Company during the fiscal year, divided by fifty-two (52). In the event of your death or total permanent disability after the 2012 Fiscal Year, you may be entitled to receive all such amounts when they become due to you.
8. This Program is in effect for the 2012 Fiscal Year. Nothing in this Program, however, should be construed as creating any guaranteed right or contract for continued employment with the Company for the duration of the 2012 Fiscal Year or any other fixed period.

9. No commissions will be dispersed until an event is paid in full and is cleared through your staff accountant. The salesperson is responsible for all outstanding receivables on all events.
10. All sales must be made in accordance with all stated goals, guidelines and procedures of the Company and/or our partner or client. No commissions will be due or owed on sales tax or any other taxes that are charged to the clients. In addition, no commissions will be due or owed on any "at cost" or other events for which the Company will receive no monetary compensation.
11. Sales commissions will be based on the food and beverage sales that are reflected in the Company's formal accounting statements. Any discrepancies to be resolved by Financial Services and the Director of Operations.
12. Only events in which you have participated in the planning and which have final counts confirmed 48 hours prior to the event will be eligible for commission, unless, you have received prior approval from the Regional Director of Operations.
13. The Company does not guarantee that any incentive compensation under the Program shall be paid. The Company has the sole discretion to determine whether you should be entitled to a bonus under the Program. The Company shall have the sole and exclusive right to administer this Program, and all decisions made by it or its duly designated representatives in interpreting and administering the terms of this Program shall be within their exclusive authority and shall not be subject to review. The Program is not intended to be a contractual agreement, and the Company reserves the right to change, modify, suspend, or discontinue the Program at any time without prior notice.
14. This Program shall be construed in accordance with and governed by the substantive laws of the State of Illinois (regardless of the law that might otherwise govern under applicable Illinois principles of conflicts of laws).

We are very excited to present this Program to you and wish you much success in achieving and exceeding your 2012 Fiscal Year objectives.

I hereby acknowledge that I have received and reviewed this Bonus Program. I understand and acknowledge that this Program supersedes any and all prior Bonus and Commission Programs and verbal or written communications regarding incentives, including, but not limited to, any bonus Program I may have previously received for 2011.

Sales Manager: _____ Date: _____

DO/GM: _____ Date: _____

2011 LOCATION BONUS PROGRAM

Manager's Name
Manager's Position
Sample

Effective Date: Either Oct. 1, 2010 or subsequent Date of Hire or change in Base Salary, Bonus Grade, or Location

Levy Restaurants
a family of passionate restaurateurs

FISCAL 2011 INCENTIVE COMPENSATION PROGRAM

We are pleased to present you with your management Incentive Compensation Program (the "Bonus Program" or the "Incentive Compensation Program") for the fiscal year from October 1, 2010 to September 30, 2011 (the "2011 Fiscal Year"). This Program is broken down into several financial and operational objectives that are tied specifically to the performance of the location, as well as the 2011 Fiscal Year location business plan.

I. BASE INCENTIVE COMPENSATION ELIGIBILITY:

If all of the eligibility criteria are met, as described below, you may be eligible to earn a percentage ("Bonus Grade"), as outlined in the 2011 Compensation Program, of your base salary as of September 30, 2011. This is your Base Incentive Compensation.

II. COMPONENTS OF BASE INCENTIVE COMPENSATION:

A. FINANCIAL PERFORMANCE:

The percentage of your Base Incentive Compensation that is tied specifically to the location achieving the following qualitative FINANCIAL PERFORMANCE criteria is **75%**. The FINANCIAL PERFORMANCE criteria are broken into two (2) components as follows:

75% of Base Incentive Compensation

1. PROFITABILITY COMPONENT:
The percentage of your Base Incentive Compensation that is tied specifically to the profitability of your location is **75%**. You may be eligible to receive this percentage if the location achieves the budgeted year-to-date Profit Before Interest, Tax, Depreciation, Amortization and Rent (PBITDAR) of **$**_____.

The PROFITABILITY COMPONENT will only be considered earned if the location also achieves the budgeted year-to-date Profit Before Interest and Tax (PBIT) of **$**_____.

OR

25% or 37.5% of Base Incentive Compensation

2. NEGATIVE FLOW-THROUGH COMPONENT:
Should your PBITDAR target not be met, you may still be eligible for a portion of the FINANCIAL PERFORMANCE criteria equal to either **25%** or **37.5%** of your Base Incentive Compensation. The requirement is to achieve (meet or less than target) the targeted negative flow-through.

NOTE: ***This component is applicable only if the actual PBITDAR percentage falls within 2% of the annual budgeted target and Sales are greater than 3% below budgeted Sales.***

25% or 37.5% of Base Incentive Compensation (cont'd)

A. Negative flow-through is measured as follows:

Deficit in PBITDAR vs. budget / Deficit in Sales (defined as "Sales & Other Income") vs. budget = Negative flow-through %

For example: At location Alpha, the negative flow-through goal is 45%. PBITDAR was $220,000 below budget and within 2% of the annual budgeted target, and Sales for the year were below budget by $500,000, which is greater than 3%. So, applied to the formula above:

($220,000) / ($500,000) = (44%)

Location Alpha's actual negative flow-through percentage is 44%. Since 44% achieves/exceeds their 45% negative flow-through goal, the managers may qualify for **25%** of their Base Incentive Compensation.

AND

B. An additional incentive equal to **12.5%** of your Base Incentive Compensation (for a total of **37.5%** for the negative flow-through component) may be paid if the negative flow-through result is at or below the corresponding target.

NOTE: Please refer to the Compensation Program for a list of location-specific flow-through targets. Example Flow-Through Scenarios are provided at the end of this Program.

B. QUALITATIVE PERFORMANCE

The percentage of your Base Incentive Compensation that is tied specifically to the location achieving the following qualitative criteria is **25%** of your Base Incentive Compensation:

25% of Base Incentive Compensation

7%

1. 87.5% average rating or better on the "In Pursuit of Excellence" reviews that have been conducted at your location. You may be eligible to earn **7%** of your overall Base Incentive Compensation if you successfully complete this component.

18%

2. The actual percentage completion of your Location MAP Objectives and any Location-Specific Goals, as agreed upon for 2011, will be evaluated by the Chief Operating Officer, Regional Vice President and/or Regional Director of Operations at the completion of the 2011 Fiscal Year. You may be eligible to earn a maximum of **18%** of your overall Base Incentive Compensation if you successfully complete this component.

25% of Base Incentive Compensation (cont'd)

For example: At location Alpha, the agreed upon percentage of MAP Objective and Location-Specific Goal completion at year-end is 85%. So, applied to the explanation above:

85% MAP Objective and Location-Specific Goal Completion	X	18% Base Incentive Comp. Potential for Component	=	15.3% Base Incentive Comp. Earned for Component

NOTE: Sections II(A) and/or II(B) will only be considered earned if the location has reached 80% of the budgeted year-to-date annual PBITDAR, in addition to meeting the criteria outlined above. In addition, your location must achieve an average 87.5% rating or better on the "In Pursuit of Excellence" reviews in order to qualify you for any portion of Section II(B).

III. ADDITIONAL INCENTIVE COMPENSATION:

In the event that Section II(A)(1) of the Financial Performance component and Section (II)(B)(1) of the Qualitative Performance component are met and the location exceeds budgeted PBIT and PBITDAR goals, you may be eligible to earn additional income (i.e., "Override Bonus") in accordance with the Additional Earnings Matrix located in the 2011 Compensation Program. *To qualify for Additional Incentive Compensation, your location must meet the flow-through objective as outlined in the Compensation Program.*

Positive flow-through is measured as follows:

$$\frac{\text{Growth in PBITDAR vs. budget}}{\text{Growth in Sales vs. budget}} = \text{Positive flow-through \%}$$

For example: At Property Alpha, the flow-through *goal* is 45%. PBITDAR was $300,000 above budget, and Sales for the year were above budget by $500,000. So, applied to the formula above:

$$\frac{\$300,000}{\$500,000} = 60\%$$

Property Alpha's *actual* flow-through percentage is 60%. Since 60% positive flow-through exceeds their goal, the managers may be eligible to qualify for the Override Bonus.

IV. MISCELLANEOUS:

A. All eligible individuals participate on the Company's 2011 Fiscal Year.

B. Any amounts earned under this Program shall be paid in December 2011 ("Payout Date"). All incentive compensation currency is in U.S. Dollars.

C. You may receive an additional Bonus Program, if you experience a change in location, base salary, and/or bonus grade during the 2011 Fiscal Year.

D. If, after joining a property, you transfer to another location, experience a change in salary and/or bonus grade due to a change in position, or you are employed through the end of the 2011 Fiscal Year but have not completed twelve months of service during the 2011 Fiscal Year, you may be eligible to receive a pro-rata share of the incentive compensation pool (from each property in the case of a permanent transfer). There are many possibilities with regard to moves/transfers, so each situation will be dealt with on an individual basis in the sole discretion of the Company.

E. If you are hired during the middle of a month or experience a change in property/salary/bonus grade during the middle of the month, any pro-rata eligibility for incentive compensation for that particular month may be rounded by the Company, in its sole discretion.

F. Participants in the Company's Fast Track Program are not eligible to receive any bonus incentive compensation for the months during which they are considered part of the Fast Track Program.

G. In order for a given location's DO/GM and/or Executive Chef to qualify for the 2011 President's Trip, the location must meet or exceed an average of ninety percent (90%) on its In Pursuit of Excellence scores, meet or exceed the positive flow-through objective as outlined in the Compensation Program, and meet or exceed budgeted PBIT and PBITDAR goals. Additional qualitative standards such as health and safety considerations, client partner considerations, responsible alcohol service standards, and time in position requirements must be met. President's Trip qualification is determined at the sole discretion of the President's Award review committee.

H. Additional information regarding the Company's Additional Earnings Matrix can be found in the Compensation Program.

I. This Program is null and void if your employment with the Company terminates for any reason whatsoever (either by you or by the Company) prior to the end of the 2011 Fiscal Year. There shall be no accrual of benefits or prorated entitlement to any bonus compensation under the Program prior to the end of the 2011 Fiscal Year. Consequently, if your employment with the Company terminates for any reason whatsoever (either by you or the Company) prior to the end of the 2011 Fiscal Year, you will not be eligible to receive any compensation under this Program. In addition, if you are employed through the end of the 2011 Fiscal Year, and your employment with the Company terminates as a result of your willful misconduct or fraud prior to the Payout Date, you will not be eligible to receive any compensation under this Program.

J. In the event of your death or total or permanent disability during the 2011 Fiscal

Year, you or your beneficiary, as the case may be, may receive a pro-rata Base Incentive Compensation for the year based on the number of full weeks of your employment with the Company during the fiscal year, divided by fifty-two (52).

K. This Program is in effect for the 2011 Fiscal Year. Nothing in this Program, however, should be construed as creating any guaranteed right or contract for continued employment with the Company for the duration of this fiscal year or any other fixed period.

L. The Company does not guarantee that any incentive compensation under the Program shall be paid. The Company has the sole discretion to determine whether you should be entitled to a bonus under the Program. The Company shall have the sole and exclusive right to administer this Program, and all decisions made by it or its duly designated representatives in interpreting and administering the terms of this Program shall be within their exclusive authority and shall not be subject to review. The Program is not intended to be a contractual agreement, and the Company reserves the right to change, modify, suspend, or discontinue the Program at any time without prior notice.

M. This Program shall be construed in accordance with and governed by the substantive laws of the State of Illinois (regardless of the law that might otherwise govern under applicable Illinois principles of conflicts of laws).

Although this Program is designed to clearly identify your individual incentive compensation eligibility, the criteria for rewarding disbursement is judged on the operational excellence and overall profitability of your location. It is critical that the entire team works together to accomplish the Levy Restaurants and location MAP Objectives.

We have a lot to be proud of when we look at our successes. In our effort to continually deliver "The Levy Difference" to our guests as well as fuel the extraordinary growth of our Company, we need people like you. We hope this Program helps you accomplish greater personal and professional growth.

By signing below, you acknowledge your understanding that this Program applies to the 2011 Fiscal Year of October 1, 2010 to September 30, 2011. In addition, you acknowledge that you have reviewed the 2011 MAP Objectives and that you understand the extent to which they apply to this Bonus Program.

_____ _____

Manager's signature Date

_____ _____

Supervisor's signature Date

5.6.3

DESCRIBE UNIQUE TALENTS THAT YOUR KEY PERSONNEL HAVE THAT WILL ENSURE THAT ALL SERVICES TO GUESTS ARE PROVIDED WITH THE GOAL OF ENSURING THAT QUALITY CUSTOMER SERVICE IS ACHIEVED AND MAINTAINED THROUGHOUT THE TERM OF THE CONTRACT.

In section 5.6.1, we have noted a secret skill and legendary act of hospitality on each bio for our proposed candidates.

5.6.4

PROVIDE SPECIFIC INFORMATION ON PROPOSED MINIMUM STAFFING GUIDELINES FOR ALL FRONTS OF THE HOUSE POSITIONS. INCLUDE: 1) TABLE SERVICE BREAKFAST, 2) TABLE SERVICE FOR LUNCH, 3) TABLE SERVICE DINNER, 4) BUFFET BREAKFAST, 5) BUFFET LUNCH, 6) BUFFET DINNER, 7) RECEPTION SERVED, 8) HOSTED BAR, 9) CASH BAR. INCLUDE BOTH NUMBERS OF SERVERS USED PER NUMBER OF GUESTS AND NUMBER OF CAPTAINS PER NUMBER OF SERVERS.

Below is the guideline used for staffing all front line team members to ensure the highest level of guest service and hospitality.

Type of Event	Servers to Guests	Number of Captains
Table Service for Plated Breakfast	1 Server to 25 guests	1 Captain to 25 Servers
Table Service for Plated Lunch	1 Server to 20 guests	1 Captain to 25 Servers
Table Service for Plated Dinner	1 Server to 10 guests	1 Captain to 25 Servers
Buffet Breakfast/Lunch/Dinner - Disposable	1 Server per 100 guests	1 Captain to 10 Servers
Buffet Breakfast/Lunch/Dinner - China	1 Server to 30 guests	1 Captain to 15 Servers
Reception - Disposable	1 Server to 100 guests	1 Captain to 10 Servers
Reception - China	1 Server to 50 guests	1 Captain to 10 Servers
Hosted Bar	1 Server to 100 guests	1 Captain to 10 Bartenders
Cash Bar	1 Server to 150 guests	1 Captain to 10 Bartenders

5.6.5

PROVIDE SPECIFIC INFORMATION ON TRAINING PROGRAMS, TO INCLUDE A SAMPLE OUTLINE OF A QUALITY SERVICE PROGRAM THAT IS CURRENTLY USED BY PROPOSER AND ONGOING TRAINING OFFERED TO STAFF TO ASSURE PROGRAMS ARE IMPLEMENTED CONSISTENTLY BY STAFF AND MANAGEMENT.

THOUSAND DETAIL DINING™

To help our team members demonstrate "The Levy Difference" to all their guests, we developed Thousand Detail Dining™. It's a practical program that drives home the idea that the minutest details and tiniest touches help make guest experiences at Levy Restaurants unique and distinguish them from what they can find elsewhere. A focus on the details ensures a minimum level of service to every guest from every team member. These details – essentially service standards – help to create environments where we can exceed our guests' expectations and "Win One Customer At A Time."

THOUSAND DETAIL DINING™ IN ONE SPECIAL WAY: A STORY

After the team at Chase Field had gone through the Thousand Detail Dining™ program, they decided the training needed to be reinforced every shift. They named a veteran cashier, Johnny, the "Hospitality Ambassador." His Thousand Detail Dining™ reinforcement duty is to walk the concourse during every Diamondbacks game to seek out team members who embody the details in how they interact with guests. To recognize this kind of guest service, he presents WOW cards as an added incentive for all team member to "live the details!" On his rounds, he also coaches how to live the details when he sees team members who can improve upon their hospitality practices.

5.6.6

DESCRIBE IN DETAIL HOW YOU WOULD WORK WITH ACCD WHEN DEALING WITH A WORKER WHO IS NOT PERFORMING IN A PROFESSIONAL MANNER.

5.6.7

DESCRIBE WHO, WITHIN YOUR FIRM, WILL HAVE PRIMARY RESPONSIBILITY AND FINAL AUTHORITY FOR THIS ACCOUNT. PLEASE INCLUDE A PHYSICAL ADDRESS AND PHONE NUMBER FOR THAT PERSON.

Levy Restaurants Vice President of Operations, Cindy van Rensburg, will have primary responsibility and final authority for the Austin Convention Center and Palmer Event Center. Cindy will partner with the City of Austin and support the on-site General Manager and on-site team, along with ensuring the full resources of our regional team inclusive of a Regional Director of Operations, Regional Chef, Regional Purchasing Director, and Regional Human Resource Manager. Cindy's primary office is in Houston, Texas.

CONTACT INFORMATION:

CINDY VAN RENSBURG
VICE PRESIDENT OF OPERATIONS
Levy Restaurants
1500 Polk Street
Houston, Texas 77002
Phone: (713)758-7517
Mobile: (312)208-1161

5.6.8

PROVIDE SPECIFIC INFORMATION ON RECRUITMENT, EMPLOYMENT AND TRAINING OF ALL EMPLOYEES NECESSARY FOR THE SUCCESSFUL OPERATION OF THE FACILITIES. THIS TRAINING SHALL INCLUDE ALL REQUIRED ALCOHOLIC BEVERAGE TRAINING AND CERTIFICATIONS AND OTHER TRAINING AS NECESSARY OR AS REQUESTED BY THE CITY.

OUR APPROACH

A core belief in our culture is that a position at Levy Restaurants isn't about "just working a job." Instead it's about having a true purpose in a company that values people like family. Our family-based culture is the only one like it in this business, and we've seen, time and time again, how it really inspires our team members to put roots down and make Levy Restaurants their career home. It's the only way we can explain a turnover rate that's the lowest in the industry.

By providing a career home for all team members,
Levy Restaurants enjoys the lowest turnover rate in the industry.

This family culture creates "The Levy Difference," and our business prospers and grows as a result of it. This difference is personified by all the steady yet enthusiastic individuals who put everything they have into creating memorable dining experiences for our guests. How do our people get so good and dedicated? It's actually quite simple. We start by hiring only those we see possessing great potential, and the desire to take advantage of our industry-best learning and development programs. In our experience, we find that when the best and brightest are well trained and given opportunities to grow, they excel and want to stay with the team. The result? Everyone involved in Levy Restaurants – our guests, our partners and our own people – all win.

The motivation of our team members to be part of a winning team starts with our culture and is reinforced through our vision that each team member's learning and development should be an inspiring journey. We've invested great time and resources to create learning and development programs that pushed the entire industry to rethink hospitality. As a result, whenever any of our partners ask our pros to jump in and train their frontline employees, we respond with a proud, confident and eager "Yes!" Whether training members of the Levy family, our good friends or our partners, we're incredibly passionate about providing learning and development support that furthers both professional and personal growth through personalized interactions and opportunities.

Everyone undertaking any of our programs sets off a dynamic journey that includes many strategic and truly exciting elements to make their Levy Restaurants learning experiences both fulfilling and challenging. From the moment program participants receive their "Warm Welcome" basket, with a personal note from our CEO, to initial mentoring activities to their immersion in the program, one message is clear: Levy Restaurants believes in creating a meaningful career path for every team member. Incorporating the latest of developmental tools, Levy learning programs are designed to coach, inspire and

motivate team members to reach beyond the familiar and comfortable, so they can challenge themselves to exceed their most far-reaching dreams. Our industry-recognized learning and development programs enrich our people, guiding them to the next professional level so that when our business grows (and it always does).

OUR EXPERIENCE & RESOURCES

Though based in our Home Office, anyone on our Learning & Development team will, at any given time, most likely be found at another Levy location somewhere else in the country. That's because their job is to assemble and develop the very best team possible at every one of our locations with members who strive to succeed in reaching their professional and personal aspirations. With these simple goals in mind, our Learning & Development team tirelessly travels the country to constantly engage our people all through their Levy journeys. Teaching classes; hosting summits and conferences to share best practices; orienting new team members; helping team members define career goals; monitoring them to put their training to use throughout the company; celebrating their success stories along the way. Our Learning & Development team has an important job, and how well they do it can be judged by the great success of the teams they create.

WE PROUDLY TRAIN OUR PARTNERS' TEAMS:

The tools, techniques and training our Learning & Development team utilize are the outgrowths of homegrown thinking and actual Levy experience, strategically designed and further inspired by learning and development best practices from around the country and beyond – from within and outside the industry. Programs are customized for many different environments to meet the needs of all team members at every skill level, whether salaried or hourly. All programs, regardless of topic, are linked by their common ultimate goal: to develop team members who exceed at providing the most memorable guest experiences possible.

To keep our core programs current, infusing them with fresh ideas, the Learning & Development team members are themselves always learning about our guests, our partners, our suppliers and our business leaders, constantly evolving to better understand and meet the development needs, demands and expectations of our ever-changing team members. The collective goal may be constant – to assemble and develop the very best team members possible – but the means to better instill the skills needed to face the challenges of both today and tomorrow are constantly changing.

With our Learning & Development experts' track record of success in Levy Restaurants' own operations across the country, no wonder many of our partners enlist their enthusiasm, skills and knowledge to inspire their own teams. Whether training teams to provide services for NASCAR enthusiasts at Infineon Raceway in California, for the road warriors at the Harley-Davidson Museum in Milwaukee or for superfans at major events like the Super Bowl, our meaningful and motivating Learning & Development programs provide customized classes and interactions that thoroughly prepare and motivate team members to make their guests' experiences as memorable as the event they're attending.

THE LEVY LIFECYCLE

Training is not a one-time occurrence at Levy Restaurants. We instead take the long view, encouraging our team members to look beyond the present by giving them training opportunities that result in advancement of their careers, expansion of our capabilities and direct benefits for our partners.

We call this the Levy Lifecyle, and it's comprised of unique, ever-refined programs in three phases of team member development:

NEW TEAM MEMBER IMMERSION & ONBOARDING
ONGOING TRAINING & ENRICHMENT
MANAGEMENT TRAINING & DEVELOPMENT

In the course of the Levy Lifecycle, the three phases define the main components of our overall learning and career development strategy. We're proud of our mentoring programs, so we'd like to provide an overview of the three Levy Lifecycle phases, including their goals. We're prouder still of what our programs have helped our team members accomplish.

We could tell countless stories about how "The Levy Difference" has engendered excitement in, engagement with and camaraderie among our team members, real-life stories about team members who made big changes and took big strides through the Levy Lifecycle. These team members have become empowered to wow our guests and drive our business – always with a smile, of course. And we happily share a few of these stories with you here.

THE LEVY LIFECYCLE:

LIVING Levy "THE DIFFERENCE":

Learning to live "The Levy Difference" is the first step for all team members. The goal of New Team Member Immersion and Onboarding is to provide new team members with the background and tools they need to embody the spirit of Levy Restaurants, and to understand what it means to live "The Levy Difference." This initial interactive program gets right to the heart of it all, of what makes Levy Restaurants so special. We give new team members an in-depth look at the Company, highlighting our values as a family of passionate restaurateurs, our culture and foundation, as well as our philosophies about business and guests. The course brings to life all that makes us unique and truly distinctive in the industry, emphasizing how these things made Levy Restaurants what it is today and how they'll guide us through future success.

And how new team members can be part of that success. Everyday, coast to coast new team members learn to live "The Levy Difference" by discovering our company values, and how delivering on them provides memorable guest experiences.

Management Academy

MANAGEMENT ACADEMY

Our Management Academy is a learning and development program based at our Home Office in Chicago. Managers new to Levy Restaurants from around the nation gather here throughout the year for basic Levy Restaurants management training to ensure the success of their business. But the program entails more than that. New managers learn what the Company is all about through shared best practices, and learn how to open their minds to new and innovative ideas in their locations and beyond. We also help our managers learn about themselves as leaders, team members and idea generators. Many Management Academy programs are designed by Levy's own subject matter experts to focus on teamwork and leadership, created to foster open thinking and collaboration. Management Academy experience provides our managers with invaluable coaching on the skills they need to operate a major food service business successfully. Interacting with peers in similar positions, they also learn how to promote create and maintain, open-minded and communicative work environments.

Burning The Midnight Oil: A Story

At Levy Restaurants we like to use the phrase "fire in the belly" to describe the passion we feel about what we do and where that passion comes from. But what exactly does the phrase mean? Simply this: It's a way to express the internal spirit that drives our team members to keep pushing when a situation becomes difficult to successfully complete a complicated task – and to love doing it.

Fire in the belly is not something you can teach, yet our team members find it within themselves for motivation. It's something they sometimes need to help them do their jobs, like when they have to stay awake until four o'clock in the morning...

Lambeau Field was fortunate to have Oscar as a team member. He was one of the Dishwashers there, and he took his job as seriously as any company CEO. One night in the middle of a game, the dishwashing machine broke down and all attempts to fix it failed. When the game was over, the manager on duty told Oscar and the other dishwashers to just spray rinse and stack the dishes, then go home.

While everyone else complied, Oscar chose to stay behind, tapping all he'd learned to finally repair the dishwasher! But he didn't go home then either; he stayed until the wee hours washing all the dishes. And the next day, when the morning kitchen team arrived, they were able to go right to work as usual, because everything was clean and ready for use.

That's what fire in the belly does. For Oscar, it made it easy to burn the midnight oil To him, it was just another day's work.

ILEARN iLearn

To help managers navigate and maximize their opportunities, we developed a centralized learning portal that's available to everyone in the Company anytime to help them grow as employees and as individuals.

We think of iLearn as the Google for careers at Levy Restaurants. It's our "brain trust," housing everything from on-line courses – on topics such as Food Cost Management and Communication Skills – to recommended reading material, from in-depth job descriptions to learning plans. Our one-stop shop for helping managers map out their Levy careers, iLearn assists them in accessing the documents and resources they need to develop skills, learn about Levy Restaurants and extend their knowledge of the business.

MANAGEMENT TRAINING & DEVELOPMENT

KEYS TO THE FUTURE

For hourly team members who demonstrate a commitment to develop their career, we offer our Keys to the Future program. Here they learn the skills and knowledge needed to capitalize on opportunities to reach the maximum potential in their careers. Stretching their thinking beyond their comfort zone, Keys to the Future participants are provided hands-on operating experience. They also develop business presentations and reviews, so they can understand what it takes to be a successful operations manager. After successful completion of the program, Keys to the Future graduates can develop themselves and their careers, taking on greater and greater responsibility. The program's success can be seen in the accomplishments of Keys to the Future graduates, almost all of whom step into full-time management positions.

The Future is Now: A Story

Cindy Noble was an hourly team member, working as a bartender at Café Spiaggia in Chicago. She knew that she enjoyed the hospitality business, especially interacting with guests as she did on a daily basis. When Cindy expressed her interest in learning more about the business and finding ways to grow, she was enrolled in the Keys to the Future program with the hopes of becoming part of our Human Resources team. Cindy's Levy Lifecycle led her to her current position, Executive Vice President of Human Resources. But she still mixes a great cocktail.

LEVY MASTERS

Levy MASTERS

Levy Masters provides further development opportunities for senior business leaders who are personally nominated and selected for this year-long program. The program was designed to ensure that our current single-unit property managers develop the necessary qualifications, skills and attributes for success at the Regional Operations level. Levy Masters is an individualized program, tailored to the needs and desires of each student, based on an initial assessment of comparatives by successful Levy Restaurants Regional Vice Presidents, Regional Chefs and Regional Directors of Operations.

TOP GUN

Top Gun aims to equip the Company's top managers and chefs with the critical skills and innovative thinking they need to stay ahead in today's competitive business environment. Candidates for this intense and rewarding year-long program are nominated by regional operations leaders, based on their experience and demonstrated passion for the business. Top Gun "cadets" complete assignments throughout the course of the year to develop their communications techniques, leadership and client relations skills and business analysis proficiency.

Hundreds of proud Keys to the Future graduates are now Levy stars filling essential management roles across the country.

Flying High: A Story

Chef Matthew Herter worked on a Top Gun mission group assignment focused on a local, sustainable culinary product. The group came up with a concept focusing on fresh-squeezed juices. Fresh produce from local growers is featured, served in biodegradable "green" cups to create a market-fresh concept for use at outdoor and indoor events. Indian Wells tennis launched this concept to great acclaim, and the tie-in to fresh, seasonal produce from local California growers is a big hit with the fans and foodies alike!

5.6.9

PROVIDE SPECIFIC INFORMATION ON THE AVAILABILITY OF COMPANY RESOURCES TO PROVIDE ADDITIONAL ASSISTANCE TO MANAGE HIGH VOLUME EVENTS.

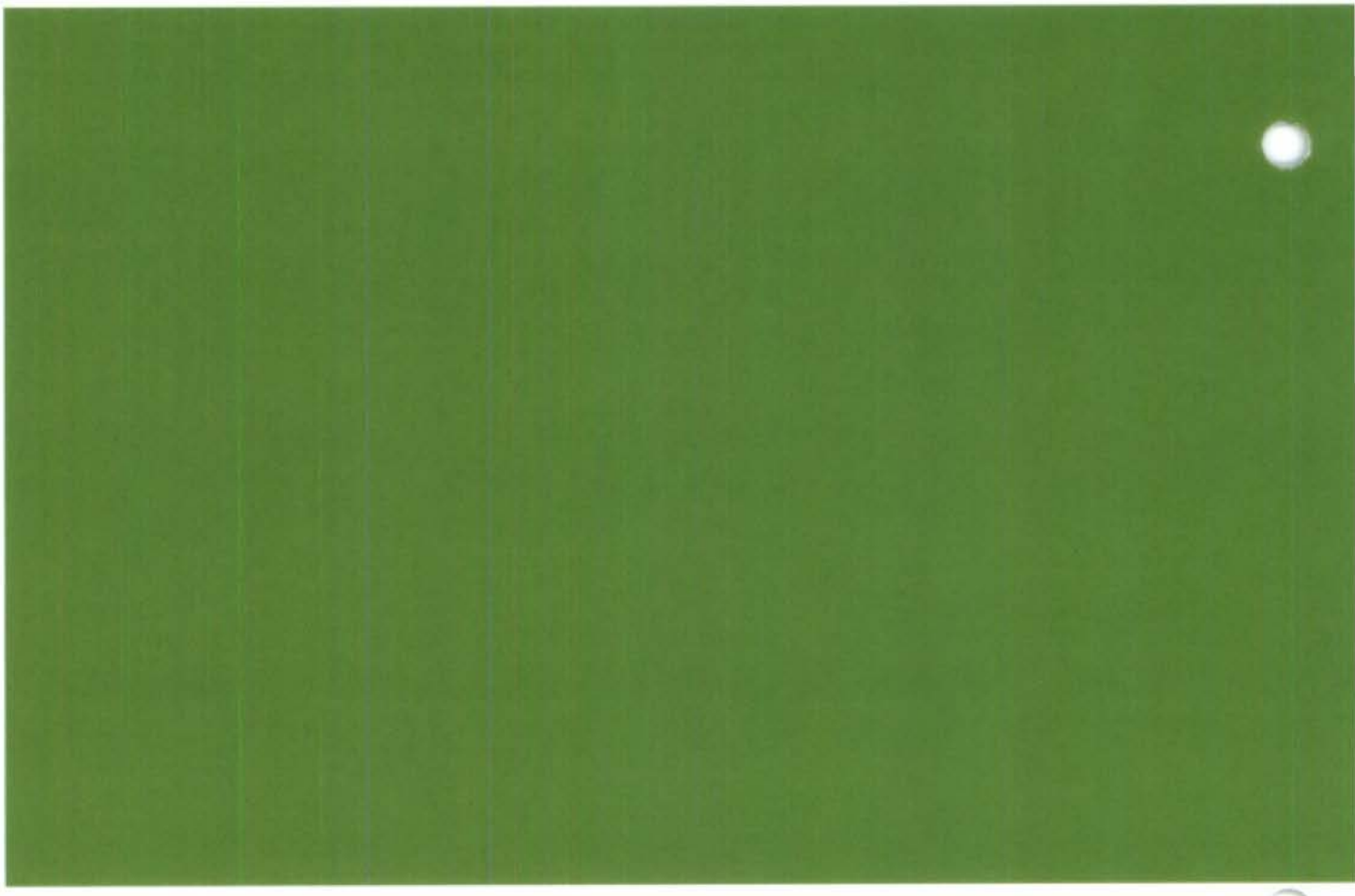
Levy Restaurants special events experience is vast from the Grammy's to the Kentucky Derby to Microsoft at the Georgia World Congress Center. We also understand the success of those events is mobilizing the right support team to ensure every detail is executed perfectly. With more than 100 plus convention centers, arenas, stadiums, restaurants, cultural attractions, golf courses, and race tracks we have a wide diverse talent group to pull from to ensure the right level of experience and oversight.

Specifically in Texas, we have more than 1,000 team members in Houston, San Antonio and Dallas whom we can call upon to support any and all high volume (and small volume) events in Austin.

BEST CASE EXAMPLE – US OPEN IN NEW YORK CITY:

For 14 days, we bring 86 Executive Chef and Executive Sous Chefs, 72 front line managers. 10 Regional Managers, 34 supervisors, and 16 Home Office managers from the different disciplines to support the two week world event. We you consider the support that is brought in for this event while managing our other businesses, it clearly demonstrates the level of resources and talents within Levy Restaurants.

JOB TITLES AND MINIMUM WAGES



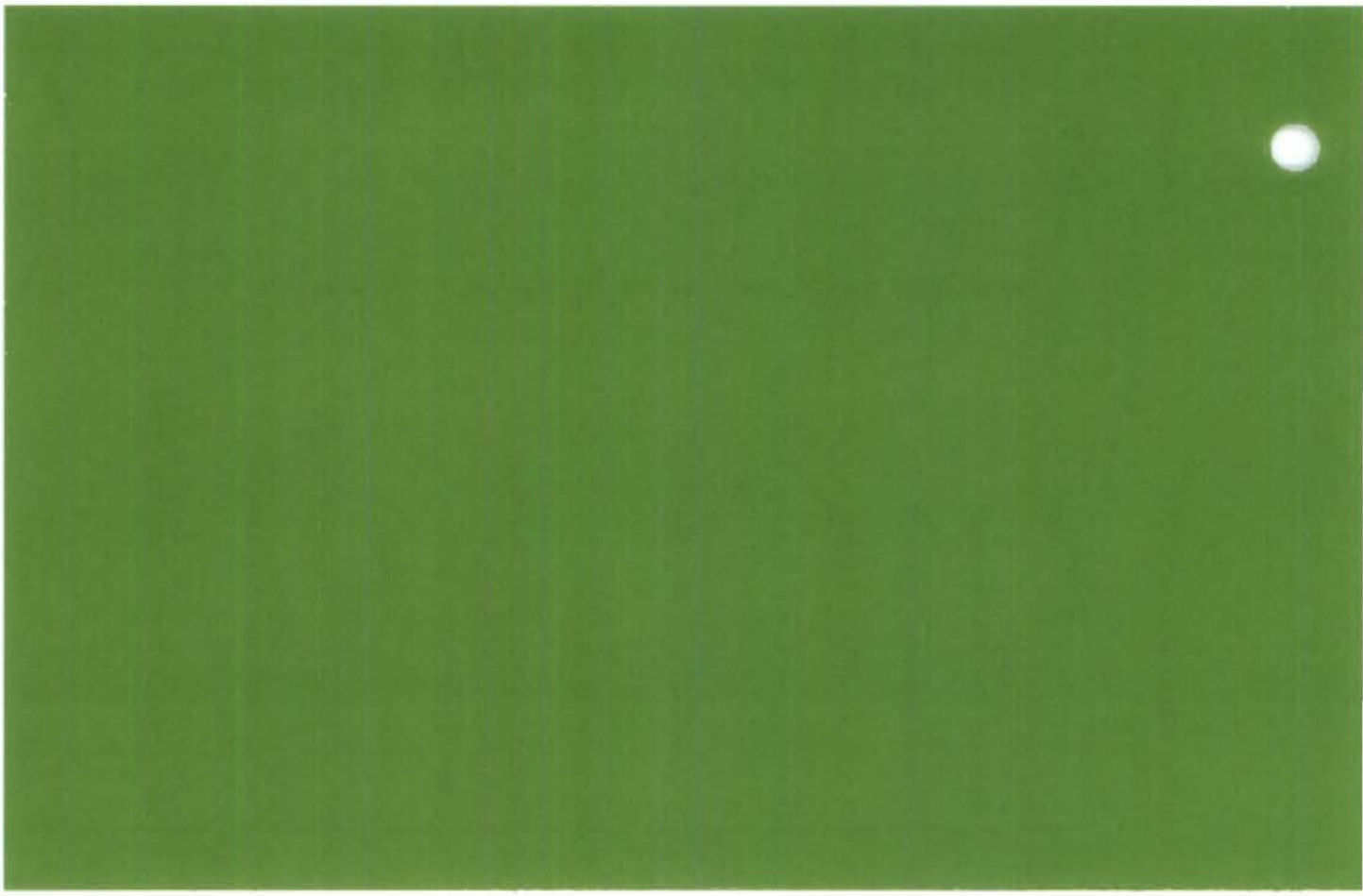
Levy Restaurants

AUSTIN CONVENTION CENTER
PALMER EVENTS CENTER

EXHIBIT E
MANAGEMENT STAFFING AND SALARIES

Position	Salary
General Manager	$ 85,000
Assistant General Manager	$ 70,000
General Manager Banquets	$ 55,000
Concessions/Bar Manager	$ 55,000
Commissary/Kitchen Steward Manager	$ 45,000
Assistant Warehouse Manager	$ -
Service/Quality Control Manager	$ -
Executive Chef	$ 75,000
Executive Sous Chef	$ 60,000
Director of Sales and Marketing	$ 65,000
Catering Sales Manager	$ 55,000
Catering Sales Manager	$ 55,000
Controller/Office Manager	$ 50,000
Purchasing Manager	$ 45,000
Human Resource/Training Manager	$ 50,000
Accounting Manager	$ 40,000
Receptionist/Executive Assistant	$ 35,000
Add Any Additional Staff Required	
Total	**$ 840,000**
Projected Annual Increase	3.0%

EMPLOYEE BENEFIT PROGRAMS



Levy Restaurants

EMPLOYEE BENEFIT PROGRAMS

BONUS

All salaried managers at Levy Restaurants are set up with an incentive compensation program when they begin their employment with the Company. This incentive compensation program is broken into two parts: 1) a "base" bonus; and 2) an additional "override" incentive for outstanding performance above expectations. Both parts are tied to the performance of the venue they are working, as well as the venue's review and "Organizational Priorities" accomplishments.

BENEFITS AND INSURANCE

Levy Restaurants recognizes that benefits are a key factor of employee retention. As a result, a very competitive benefits package is offered to eligible salaried and hourly non-union team members. These benefits include the following:

- Medical Insurance
- Vision Insurance
- 401K
- Group Term Life Insurance
- Accidental Death & Dismemberment
- Sick/Personal Pay – Salaried Only
- Military Leave
- Short-Term Disability – Salaried Only
- Wellness Program
- Dental Insurance
- Flexible Spending Account
- Profit Sharing Bonus Match
- Supplemental Term Life Insurance
- Vacation and Holiday Pay
- Bereavement Leave
- Medical Leave
- Long-Term Disability – Salaried Only

VACATIONS

All eligible salaried and hourly team members of Levy Restaurants are eligible for vacation as follows::

NON-SEASONAL, FULL-TIME HOURLY TEAM MEMBERS

Years of Continuous Service Completed	Amount of Vacation Time Available
1 year or more, but less than 2 years	5 days (1 week)
2 years or more, but less than 6 years	10 days (2 weeks)
6 years or more	15 days (3 weeks)

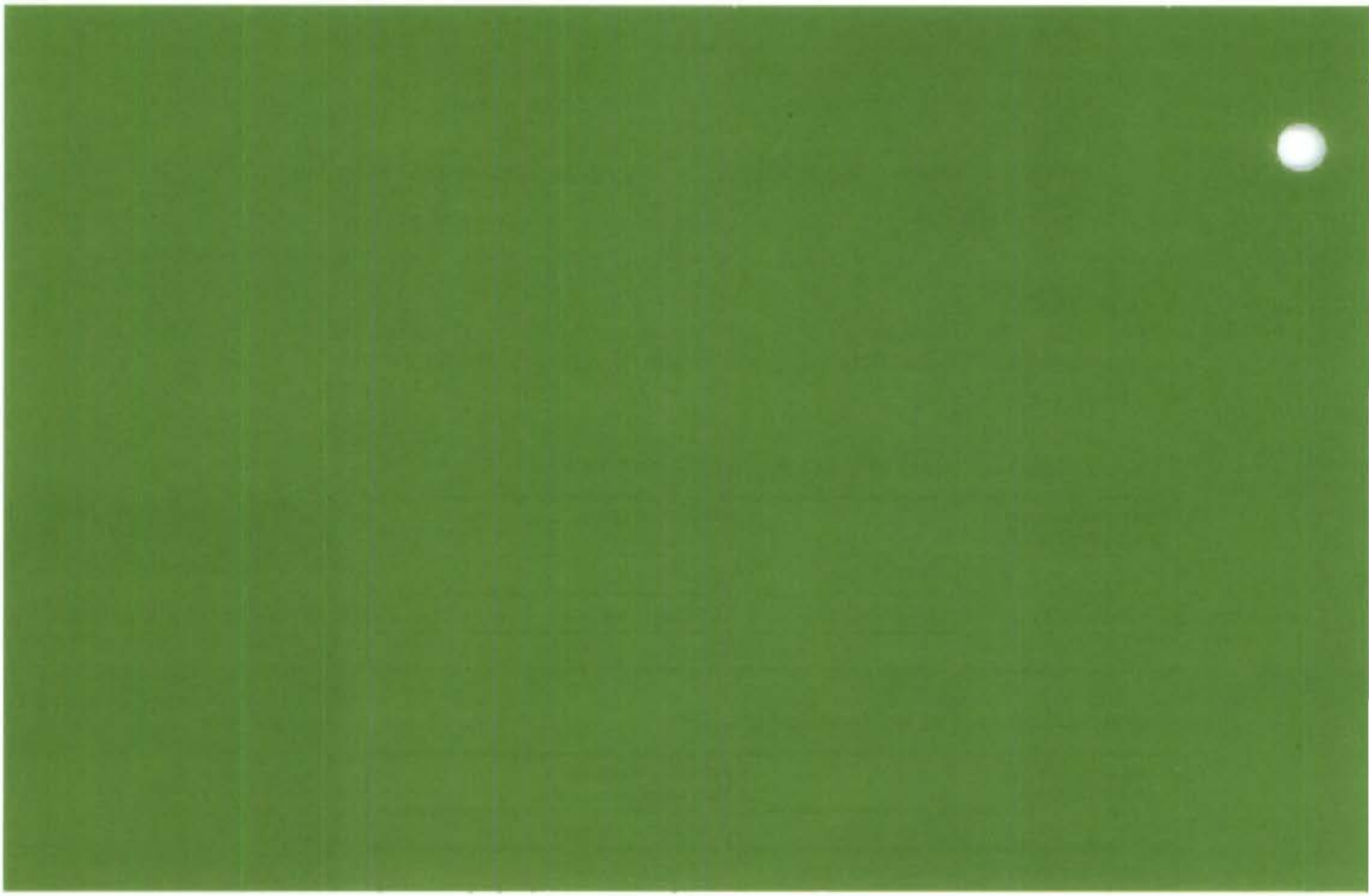
SALARIED MANAGEMENT TEAM MEMBERS

Years of Continuous Service Completed	Amount of Vacation Time Available
1 year or more, but less than 5 years	10 days (2 weeks)
5 years or more, but less than 10 years	15 days (3 weeks)
10 years or more	20 days (4 weeks)

SICK LEAVE PROGRAM

Levy Restaurants will grant an unpaid leave of absence to salaried team members who qualify for family or medical leave of absence in accordance with company policy and federal or state law where applicable.

MANAGEMENT POLICIES AND PRACTICES



Levy Restaurants

MANAGEMENT POLICIES AND PRACTICES

From the first day of our partnership, we will focus on making sure each guest has a fantastic experience – while maintaining the highest standards in food and service. We will not only create a memorable experience for each guest, but will monitor, measure and impose a thorough approach to quality control. This focused approach portrays an analytical view of the guest experience and is based on some industry leading custom solutions combined with key industry metrics to ensure we're measuring up to our collective reputation as the best in the business.

At Levy Restaurants, we know we're only as good as our last meal served so it's paramount to communicate with our guests and to receive their honest feedback. Their engagement and honest feedback helps us improve food, beverage and overall service. It's a simple practice we've done since we had our very first restaurant, and we apply this same philosophy today at the venues we run. Connecting with guests daily is just part of our culture. Through constant guest interaction, combined with a real-time survey platform, we continuously monitor our guests' perception. Analyzing the information we collect, we learn if we're meeting the standards we set for ourselves and if the experiences we're providing are what guests really want. When these things don't jive, we know it's time to make changes, improvement that affects everything from menus to design to training. It's a process that never stops.

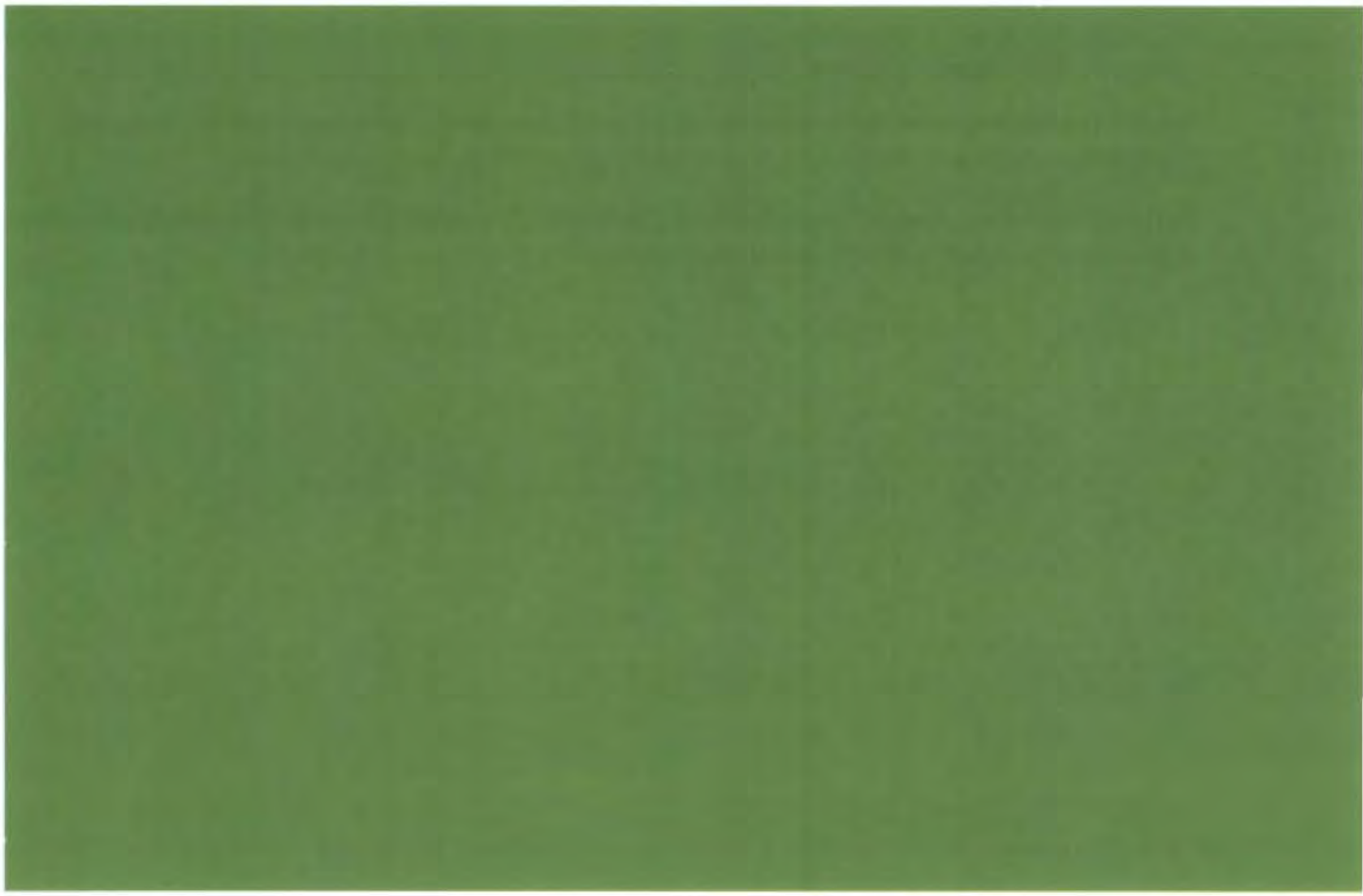
Levy Shops is a program that includes our trained network of secret shoppers that perform repeat, unannounced secret audits. Upon a mystery or secret shop visit, reports are published immediately to the local, regional and home office team with specific accounts of the experience, areas we did great and areas of opportunity. An action plan is created for immediate implementation in any area we may not have scored the highest marks. The success of these secret shops is paramount to the entire management team and tied directly to their financial and end of year incentives.

IN PURSUIT OF OPERATIONAL EXCELLENCE

The Levy Operational Excellence Team is an internal team of experts who oversee the In Pursuit of Excellence (IPOE) Program. The IPOE review is a snapshot of how well a location is living our Core Signatures or Levy best in-class operating standards and procedures. The IPOE review is an unannounced audit of all aspects of the business and is a team specifically committed to consistency, education, accountability, year-over-year improvements, and the sharing of best practices.

The combination of traditional monitoring best practices plus emerging technology helps us keep our finger on the pulse of a great guest experience!

DRUG USE POLICY



Levy Restaurants

DRUG-USE POLICY

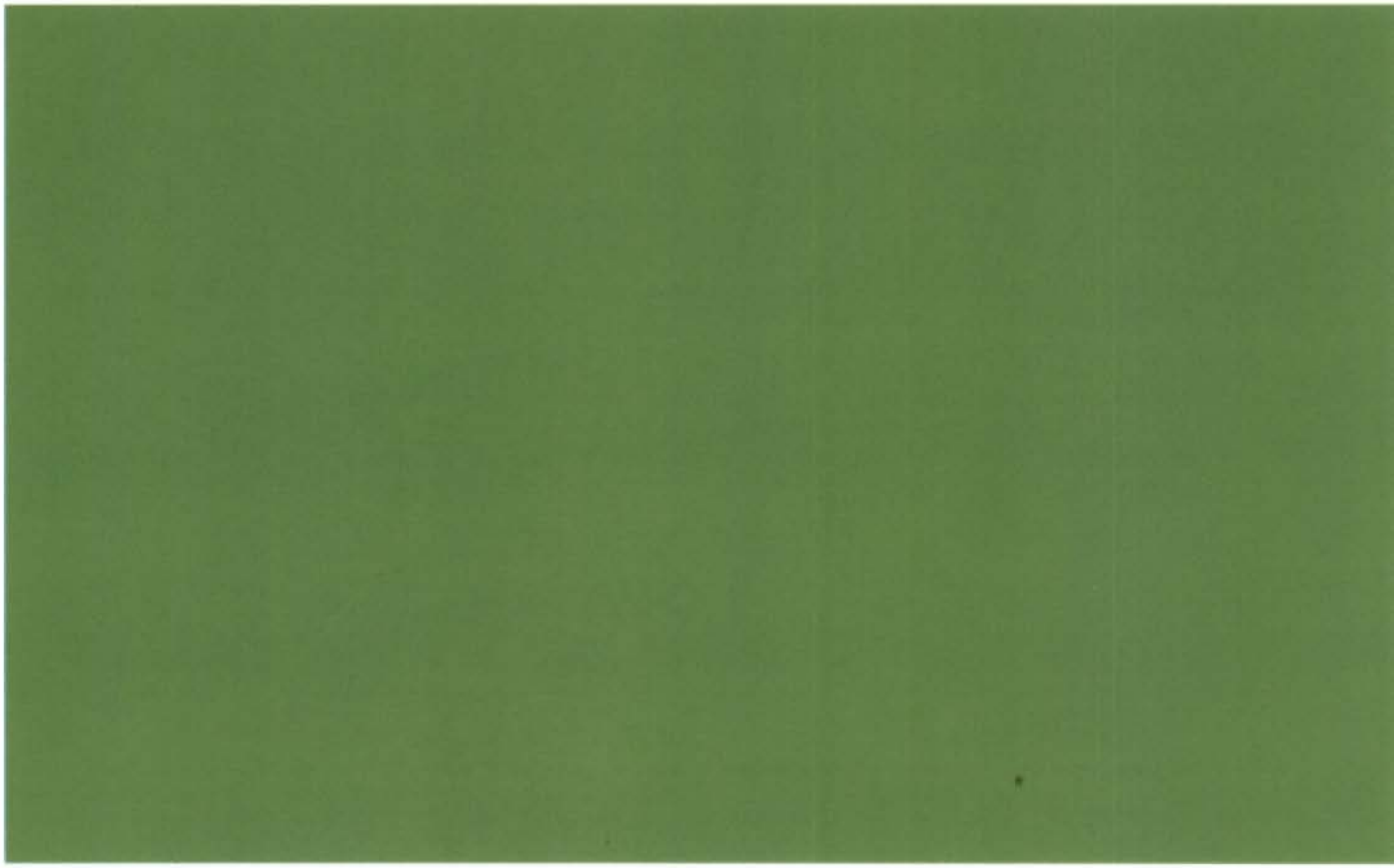
Levy Restaurants recognize that the health and future of our business is dependent upon the physical and psychological health of our team members. Accordingly, it is the right, obligation, and intent of Levy Restaurants to maintain a safe, healthy, and efficient working environment and to protect our team members, guests, and operations. Drug or alcohol possession, distribution of and/or use by a team member can pose serious safety and health risks not only to the user but also to all those who work or come into contact with the user. Moreover, drug use, sale, or possession by team members, constitute crimes that can seriously harm our reputation and business.

We have made a commitment to excellence, and as a part of this effort, we are committed to maintaining a drug-free work force and a drug-free workplace. With these objectives in mind, Levy Restaurants prohibits team member manufacturing, distribution, dispensing, possession, sale, use, or trafficking of alcohol or drugs in the workplace or while engaged in Company business off Company premises. Such conduct during non-working time that constitutes illegal activity under applicable law is also prohibited to the extent that, in the opinion of the Company, it impairs a team member's ability to perform on the job or threatens the reputation or integrity of the Company. Furthermore, it is expected and required that every team member reports for work timely, fit for duty, and fully able to perform in a safe, healthy, and efficient manner. Any team member that is found to be demonstrating signs of intoxication at work is in violation of this policy. Some of the signs of intoxication include: relaxed inhibitions, impaired judgment, slurred speech, poor coordination, and emitting the odor of an intoxicating substance.

In accordance with the Company's Post-Accident Drug and Alcohol Testing Policy, Levy Restaurants may subject all team members who have caused, participated in, or contributed to an accident, to a drug and alcohol test.

In all cases involving any violation of this policy and the Post-Accident Drug and Alcohol Testing Policy, the Company may impose disciplinary action, up to and including termination.

K: OPERATIONAL APPROACH



Levy Restaurants

5.7.1

PROVIDE SPECIFIC INFORMATION ON ANY FEEDBACK YOU MAY HAVE REGARDING SUGGESTIONS TO IMPROVE THE OVERALL CONCESSION AREA ENVIRONMENT, ESPECIALLY IN RELATION TO ANY CAPITAL IMPROVEMENTS YOU WILL PROPOSE IN THE CAPITAL IMPROVEMENTS SECTION OF THE RFP.

Drawing on our restaurateur roots that drive us to keenly focus on how we can engage each and every person in the space to commit to a dining experience, we approached the concessions area environments at the Palmer Event Center and Austin Convention Center with several goals:

GOALS:

POINT OF VIEW – Today the concessions areas are approached as necessities, not experiences. The current "hole" cut-outs that are referred to Concessions throughout the facilities lack a point of view and merchandising to compel attendees and / or exhibitors to make a purchase. Our recommendation is to create conceptual and design points of view for these outlets.

FLEXIBILITY – All of the concepts we have developed are intended to maximize flexibility. Our plan for the facilities is to allow concepts to change from show to show, event to event, through the smart use of morphing signage, lighting, equipment and merchandising that brings to life the neutral canvas that is necessary within the buildings. Additionally, there is complete flexibility across concepts.

UNIQUENESS – A stand-out for attendees, exhibitors, and show managers, a stand-out in the industry, our recommendations for the concession area environments are driving and showcasing firsts in the business, elements that are unique to Austin and all touch points to be memorable.

EFFICIENCY – We have developed our concepts, menus and the deliverables of those to maximize efficiencies. From concession stands to the addition of several carts and kiosks, our goals is to ensure they are as functional for shows as they are for banquets, and menus that maximize cross utilization of product, our efforts are focused on bringing the incremental revenues to the bottom line.

With those key drivers, we have developed recommendations for the Concessions in the Exhibit Halls (for both the Palmer Event Center and the Convention Center). We have also created a mobile approach that works for both Concessions and Banquets.

RECOMMNEDATIONS

The specifics are as follows:

PALMER EVENT CENTER

- The two stands become Loaded Dogs and Salsarita

AUSTIN CONVENTION CENTER

- The four stands become Loaded Dogs, Salsarita, Buon Tempo, SoCo MKT

FOR ALL FACILITIES

- Show Kitchen kiosks that change across all dayparts
- Outtakes cart and kiosk program to drive the sale of impulse offers throughout the day

Note: Our actual concept and design recommendations have been submitted as part of our response to 5.7.10. For each of our recommendations in 5.7.10, we have generated an elevation or visual example to bring it to life, as well, we support our recommendations with an explanation of the Experience and the Operational Goals of each so you can gain a precise understanding of what we are envisioning.

5.7.2

DISCUSS ANY SPECIAL ELECTRICAL OR OTHER UTILITY CHANGES/ ADDITIONS PROPOSE WOULD REQUIRE TO RUN THE OPERATIONS AT ACCD.

There may or may not be additional electrical outlets required to accommodate our portable cart/kiosk program, but that cannot be properly accessed until we have full access to the building and are made aware of the existing conditions. However, we have made recommendations for portable carts/kiosks that are not unusual for this type of application and are rather flexible in their use.

5.7.3

PROVIDE SPECIFIC INFORMATION ON PROPOSER'S ORGANIZATION'S QUALITY ASSURANCE METHODS.

QUALITY CONTROL

CUSTOMER RELATIONSHIP MANAGEMENT:

Our Customer Relationship Management (CRM) philosophy comes straight out of our experience as restaurateurs, and can be explained simply in one sentence: "We're only as good as our last meal." What that means is that we have to prove ourselves to our guests with each and every experience. We just can't afford to take the loyalty of our guests for granted. They deserve better, and if we can't provide it we don't deserve their loyalty.

GUEST RELATIONS

Our Guest Relations team exists for a single purpose: to provide event day expertise that ensures the ultimate fan experience – not just when they're onsite, but before and after they arrive. This is especially important when assisting suite guests in planning their experience. As if seeing to all the details to make an event at one of restaurants special, we help suites guests tailor their menu and provide exactly what they want. Every member of our experienced Guest Relations team is as friendly as they are knowledgeable to make the process as pleasant as it is thorough. Just like personal party planners, they assist guests in building the "perfect check," with expert knowledge about the "ins" and "outs" of our menus, and our partners' venues and suites.

it WORKS! You Don't have to take our word for it. Here are just a couple comments from of our guests.

"Nice to have great people to work with – makes my job easier." – Lynn, Illinois

"You have a very helpful team member who walked me through everything. We're all really excited about Thursday night." – Joe, North Carolina

ATTENDANCE REWARDS

Our own successful Levy Preferred loyalty program has helped us better understand the importance of keeping our guests active and loyal. As your partner we know how to create additional value to make sure that your most loyal fans have the kinds of experiences that will keep them coming back event after event, game after game, season after season. Promoted to season ticket holders through email and other online channels, and with onsite signage, perks like these build and maintain guest loyalty:

- After important games, we offer guests a complimentary glass of beer to toast their team.
- To reward frequent diners in stadium clubs, we call them the day before reservations are accepted from non-members to offer the first choice of the best seat in the house.
- Our Perfect Attendance program recognizes full and half-season ticket holders who attend every game with awards based on how long it's been since they missed a game.

it WORKS! In Indianapolis, the Pacers offered rewards for Perfect Attendance to their games in December, January and February at Conseco Fieldhouse. For every month that fans used all their tickets, they earned prizes. They included a complimentary Chef's Table dinner for two on the Krieg Devault Club Level and personal suite for a game, including food, beverage and a visit from NBA legend – Indiana native – Larry Bird.

At Levy Restaurants, we know how important it is to communicate with our guests to receive their honest feedback, because the information we collect helps us improve food and service. It's a simple practice we've done since we had our very first restaurant, and we do it today at every one of our operations, whatever the venue. Connecting with guests daily is just part of our culture. Through constant guest interaction, combined with a real-time survey platform, we continuously monitor our guests' perception. Analyzing the information we collect, we learn if we're meeting the standards we set for ourselves and if the experiences we're providing are what guests really want. When these things don't jive, we know it's time to make changes, improvement that affects everything from menus to design to training. It's a process that never stops.

We use a different custom-designed survey for each area of our business (restaurants, concessions, food court, catering, etc.). With our own Levy Fanshare smart technology platform, we collect real-time data that compares results to: the previous hour, day, month or year; similar venues; and across

markets and regions. Guests are provided a card with a toll-free number and URL, prompting them to respond to a survey while the experience is still fresh in their mind. Intuitively sequenced, the multiple-choice survey also allows guests to offer more detailed answers when they provide extremely high and low responses, and even provide contact information for follow-up contact. Survey results are immediately posted online, available for review by anyone with access to the system. If a response falls below an acceptable level or if the guest requests to be contacted, an email message is automatically sent to the Director of Operations to assess the situation and take immediate action.

Timely and attentive guest interaction like this keeps us attuned to how we're doing and what guests want so we know where we need to make adjustments and improvements.

Levy FANshare

it WORKS! An unsatisfied fan attending a game at the Georgia Dome in Atlanta called to leave a Levy Fanshare voicemail message, complaining about long lines at the concession stands and a lack of healthier food items.

The Director of Operations called the guest back, offering to meet her at her seat during the next game. They then walked to the concessions area, where he pointed out where healthier menu options were available and explained the operational efficiencies that lead to shorter lines.

The guest was blown away by the personal touch, providing a valuable lesson for everyone on the Georgia Dome team – and on every Levy Restaurants' team!

FedExForum

it WORKS! What could've been a bad experience for a fan at FedEx Forum in Memphis turned into one that garnered a rave review.

After waiting in a long line during halftime to get a hamburger, a fan reached the counter to discover that the only hamburgers the concession stand had were still on the grill. But rather than tell the fan that he'd have to wait longer and miss the start of the second half, the Stand Manager asked the fan his seat number and told him to return to it. Then, after the hamburger was finished cooking, the Stand Manager delivered it, with condiments, to the fan at his seat.

Talk about service! No wonder the fan left a glowing message on Levy Fanshare. And no wonder the Stand Manager was nominated for and won a Levy Legend award (given to team members who provide exceptional service).

5.7.4

HAS YOUR COMPANY EVER BEEN CITED FOR ANY VIOLATION(S) OF THE ALCOHOLIC BEVERAGE CONTROL ACTS OF OTHER JURISDICTIONS ANYWHERE IN THE UNITED STATES? IF YES, EXPLAIN THE VIOLATION AND HOW IT WAS RESOLVED.

In the normal course of business in our company's thirty year history, we have received a very limited number of violations related to alcoholic beverage control acts. In all cases, we have immediately contacted the local jurisdiction after receiving notice of a violation and have worked together diligently with the authorities to resolve the violation, in most cases with a monetary settlement, and we have never had any license revoked or had an interruption in our ability to serve alcohol.

5.7.5

HAS YOUR COMPANY EVER BEEN CITED BY ANY STATE OR LOCAL AGENCY FOR VIOLATIONS OF STATE OR LOCAL STATUTES IN REGARDS TO SANITATION OR HEALTH THAT RESULTED IN LOSS OF PERMIT TO OPERATE ANY FOODSERVICE SPACE IN A VENUE? IF YES, PLEASE LIST THE VIOLATION AND HOW IT WAS RESOLVED.

We have not received any sanitation or health violations that have resulted in the loss of a permit.

5.7.6

PROVIDE SAMPLES OF YOUR SAFETY, SANITATION AND UNIT STANDARDS CHECK LIST.

SAFETY PROGRAM

OUR APPROACH:

Levy Restaurants' objective is to provide safe and healthy environments for all team members and guests. To create and maintain them we've developed and implemented a comprehensive Loss Prevention Program. All team members, from managers to hourly staff, are trained in this program to take responsibility for conducting business in a safe manner.

Our Loss Prevention Program specifies uniform and standardized policies and procedures we developed to be implemented in all locations. These policies and procedures cover: loss prevention/safety practices, food service sanitation and claims reporting.

OPERATIONAL APPROACH

OUR EXPERIENCE & RESOURCES:

The attention we pay to safety, like all aspects of our business, is directly linked to our founding as a restaurateur. Policies and procedures established then have been reassessed and revised countless times to ensure that they are always current, taking into consideration new food handling research and technology.

Adherence to our policies and procedures creates a safe work environment for team members and guests, and keeps our workers' compensation and general liability costs to a minimum. To accomplish these goals, our Loss Prevention Program must accomplish these **seven key objectives:**

1. **Identify potential hazards to team members and guests in the building, equipment and products to eliminate them**
2. **Ensure that all team members are provided effective initial and ongoing instruction on safety and sanitation, responding to work-related injuries, crisis management and all applicable safety regulations**
3. **Provide adequate safety equipment needed to prevent injury to our team members**

4 Provide a system for ensuring that all safety and sanitation rules, procedures and training are observed by all team members

5 Comply with all applicable regulations related to job safety

6 Provide for an effective system to report safety information, including accidents, injuries, training and insurance compliance

7 Provide information on all hazardous chemicals where they are used or stored

Managers and supervisors at all levels are responsible and accountable for maintaining a maximum level of safety in all phases of their operation. Furthermore, management must provide safe equipment, necessary personnel, protective equipment and, in the event of an injury, first aid services. The corporate-based Risk Management Department provides consultation to all management and supervisory personnel on matters relative to the safe operation of all locations.

In addition to these efforts, all team members are trained to be responsible for the following:

1. Knowing all company safety rules and applicable safety regulations
2. Observing all safety rules and procedures while in the location
3. Reporting injuries, unsafe conditions and unsafe practices to management
4. Wearing protective safety equipment as required
5. Conducting work activities in a manner that won't endanger other people

LOSS PREVENTION COORDINATOR – ROLE & RESPONSIBILITIES:

To execute an effective loss prevention program, it's necessary to train and dedicate appropriate leadership personnel. Under the direction of regional management and the corporate Vice President of Risk Management, a Loss Prevention Coordinator (LPC) is designated at each location.

The LPC performs the following activities:

- Chairs the location's Safety Committee
- Ensures that the location receives a monthly safety inspection
- Ensures that all team members receive safety training on a monthly basis
- Ensures total compliance with all applicable mandated programs

These programs include hazard communication, personal protective equipment, blood-borne pathogens and lock out/tag out

- Implements and constantly evaluates the location's Emergency Response Plan
- Works closely with the location's chef and sous chef to ensure full compliance with Food Service Sanitation Standards
- Ensures total compliance with Levy Restaurants' preventative food-related allergic reactions training program

DETAILED RESPONSIBILITIES WITHIN THESE FUNCTIONS INCLUDE:

SAFETY COMMITTEE

A location's Safety Committee, comprised of team members, management and non-management staff from each department, has two basic functions: to instill and maintain an active interest in safety. In the role of Chair of the Safety Committee, the LPC acts as the point person and communicator of all safety issues.

SAFETY INSPECTIONS

Safety inspections accomplish two Loss Prevention Program objectives: the identification and elimination of potential hazards not previously recognized, and the verification of ongoing compliance of all controls and standards. Mandated monthly safety inspections of the entire location are conducted with the aid of a checklist.

TEAM MEMBER SAFETY TRAINING

All team members receive mandated monthly safety training conducted by an immediate supervisor. Training topics covered are:

- Proper lifting
- Proper use of knives and the prevention of cuts
- Prevention of slips and falls
- Prevention of burns
- Personal hygiene and proper sanitation practices
- Proper pushing and pulling

To aid managers on the specific points in each topic to review, we've developed a training lesson plan for each topic. Training sessions last approximately 30 minutes, which provides time for managers to cover the entire topic and answer questions.

STANDARDS

Levy Restaurants provides training for all locations to be compliant with all applicable standards, including hazard communications, personal protective equipment, blood-borne pathogens, lock out/tag out and emergency response.

All team members receive training in workplace hazards and required safety procedures to effectively reduce or prevent any impact of these hazards. A complete training program is provided to each team member during Levy Restaurants' New Team Member Immersion & Onboarding orientation for all incoming and returning team members. These topics are also reviewed on an annual basis with all team members.

CLAIMS REPORTING PROCEDURES

All accidents and incidents are reported directly to the Risk Management Department in the Chicago Home Office. Every accident or incident report must be completed in it entirety. The following claims reports are used for specific occurrences:

1. TEAM MEMBER INJURIES (WORKERS' COMPENSATION) REPORT

This report is completed when a current team member is injured on the job.

2. CUSTOMER ACCIDENT/SECURITY/SAFETY INCIDENT REPORT

This report is completed when an incident involves a guest, whether someone slips or falls or if a guest's possession, like a purse or wallet, is missing.

3. FOODBORNE ILLNESS INCIDENT REPORT

When a guest becomes ill after eating food served in the location, this report is completed, not a Customer Accident/ Security/Safety Incident Report.

All claims reports are reviewed by the Risk Management Department, then promptly investigated. For team member injuries, modified (restricted) work is offered so they can return to work as soon as possible. Customer Accident and Foodborne Illness claims are taken very seriously, with guest contact initiated within 24 hours from notice of the claim.

To communicate the safety record at each location, a detailed claims experience report is published monthly. This report is distributed to Group Presidents, Regional Vice Presidents, Regional Directors of Operations and Directors of Operation/ General Managers so their year-to-date accident record can be reviewed. This report is an effective tool for providing guidance to management and team members at all locations and for recognizing the positive impact of our Loss Prevention Program

5.7.7

DESCRIBE IN REASONABLE DETAIL YOUR COMPANY'S ENERGY CONSERVATION PROGRAM.

It is Levy Restaurants policy to support our partners' goals and efforts. We look forward to working with you to streamline your energy conservation program.

5.7.8

DESCRIBE HOW PROPOSER WILL DECREASE LANDFILL WASTE TO INCLUDE, BUT NOT LIMITED TO, COMPOSTING, RECYCLING, AND OTHER SUSTAINABLE PROGRAMS.

Levy Cares about our environment and will showcase our passion for decreasing landfill waste across the country and specifically at the Austin Convention Center. If we are lucky enough to partner with ACC, we will create a customized program based on our experience and best practices, combined with your approach to socially responsible practices to deliver a truly powerful environmental approach.

OUR TYPICAL APPROACH INCLUDES FOUR KEY PILLARS INCLUDING:

I. Environmentally-Friendly Servingware
II. Developing Comprehensive Recycling/Composting Solutions
   A. Reduction Solutions
   B. Office Administration & Collateral
III. Responsible Food Sourcing
IV. Reduce Food Waste

I. ENVIRONMENTALLY-FRIENDLY SERVINGWARE

Choosing Reusable, Recyclable, Compostable, Using Less

CURRENTLY

Over the last five years, Levy has dramatically reduced the use of conventional disposable plates and flatware and converted to environmentally friendly products in all areas of our business. About 95% of our premium nationwide use responsibly sourced plates, cups and flatware. Strides are also being made in concessions nationwide. Since 2007, more than 60% of the total napkins purchased are made from recycled materials. In addition, Levy uses non-bleached cardboard packages whenever possible and selects non-plastic wrapped items, as permitted based on availability by manufacturers.

- 73% of our napkin dispensers are one-at-a-time systems, reducing napkin waste by 56%.
- 76% of all napkins are natural or brown, not chlorine-bleached.
- 61% of all disposable products (cups, bowls straws, nacho boats, etc.) are 100% compostable or biodegradable
- 95% of all suites use eco-friendly disposable plates and flatware products.

II. DEVELOP COMPREHENSIVE RECYCLING/COMPOSTING SOLUTIONS

CURRENTLY

To continue to incrementally reduce our impact on the environment, we will work with you to customize a program based on your priorities and resources available. Current efforts and case studies to help us design our best in class approach include recycling (paper, glass, plastic, oil), composting, and food waste reduction.

- 77% of locations have recycling programs
- 20% of our locations participate in composting programs
- 78% of locations recycle cooking/frying oil
- Food Waste Program
    - Waste awareness in production of food at events' concessions, chef's tables, everywhere
    - For 1+ years tracked daily and monthly to reduce usage and understand usage
        1. Proper ordering
        2. Proper storage
        3. Proper yield, preparation, production

III. RESPONSIBLE FOOD SOURCING

CURRENTLY

We have worked to align ourselves with two leading authorities on responsible food sourcing, the Humane Society and the Monterey Bay Aquarium Seafood Watch to provide our chefs and purchasers with the most up to date information available.

In 2009, Levy initiated the Farm-to-Fork program for our premium areas to create seasonal menus that offer dishes made with ingredients that you would find at local farmers markets. The Farm-to-Fork tables feature sustainable, often organic, produce and proteins and healthy options simply prepared. Our chefs work with local purveyors to get the freshest seasonal produce and incorporate these fruits, vegetables and meats in some incredible dishes that showcase flavor and seasonality.

Key impactful initiatives that benefit the health of our environment as well as our guests include:

- Replaced all shell eggs with 100% cage-free eggs company-wide
- 10% of locations cultivate and manage onsite herb and vegetable gardens that supply for service
- In 2010, we announced our exclusive partnership with Niman Ranch

Niman Ranch is supplied by a network of more than 650 independent family farmers who raise livestock traditionally, humanely and sustainably. Their all-natural, gourmet beef, pork, turkey, sausages, and franks are on the menus across all locations, from concessions to premium and beyond.

IV. REDUCE FOOD WASTE

CURRENTLY

Donations of Excess Food

- 90% of locations donate unused food to community organizations. Approximately 735,000 lbs of food donated annually
- Trim Tracks
    - Waste awareness in production of food at events' concessions, chef's tables, everywhere
    - For 1+ years tracked daily and monthly to reduce usage and understand usage
        - Proper ordering
        - Proper storage
        - Proper yield, preparation, production

5.7.9

DESCRIBE AND DEMONSTRATE HOW PROPOSER TYPICALLY STRUCTURES AND IMPLEMENTS A PROJECT PLAN, INCLUDING MAJOR MILESTONES, AND PROVIDE TYPICAL TIMELINES BETWEEN EACH MILESTONE OF THE PLAN. PLEASE PROVIDE A SAMPLE OF A TYPICAL IMPLEMENTATION PROJECT PLAN.

We typically define a scope of work (Milestone No. 1; approximately 2 weeks), come to a consensus on what is required and when (Milestone No. 2 - approximately 1 week)), verify lead times with all of the major suppliers (Milestone No. 3 - approximately 1 week) and prepare a schedule accordingly (Milestone No. 4 - approximately 1 week). While preparing a schedule, we would coordinate the implementation of the work with the show schedules, taking care not to interfere with any shows or events. Concession improvements can run anywhere from 4 to 8 weeks. Cart design and delivery can take anywhere from 8 to 12 weeks. A typical schedule, or project plan, would consist of:

1. Define scope of Work.
2. Coordinate Schedule with Operations/Culinary/Building Management.
3. Coordinate with Suppliers/Vendors.
4. Issue a Schedule.
5. Release purchase orders/contracts/verify insurance and timelines.
6. Monitor Supplier/Vendor progress.
7. Take deliveries and set in place.
8. Open for business.

5.7.10

PROVIDE ANY SUGGESTED MODIFICATIONS TO THE ACCD PHYSICAL LAYOUT OR EQUIPMENT, AND SUGGESTIONS ON IMPROVEMENTS TO THE EXISTING CONCESSION STANDS. RECOMMENDATIONS MAY INCLUDE THEME, LAYOUT, MENU, EQUIPMENT AND SIGNAGE. INCLUDE RENDERINGS OR BROCHURES.

CONCESSIONS CONCEPT #1

LOADED DOGS

The Story: A new twist on a guest favorite – the hot dog! What makes it even better is the chance to pick one of our favorite piled high dogs (like our Deli Dog, Taco Dog, or our Burger Dog). Packed full of punch & flavor, these are sure to be Texas Top Dogs & Top Sellers.

Conceptual Elevation – Hot Dog / Non-Cooking Stand

EXPERIENCE

- Best Sellers in the Spotlight
- Twist on a Traditional Favorite
- Delivers on Food Trend
- Customization & Variety is Key to Pushing Value

OPERATIONAL GOALS

- Ability to Drive Per Cap Spend With Signatures / Specials
- Flexible For All Events / Shows

Digital menu boards allow for in-the-moment change ups

CONCESSIONS CONCEPT #2

BUON TEMPO

The Story: There's no denying that Italian is the most popular cuisine eaten in America. Inspired by Mandola's Italian Market & Vespaio's most authentic foods, we are offering freshly-tossed pastas, made-to-order sandwiches, and crisp salads. Handcrafted with pride and spiced to perfection, our Italian favorites are sure to bring the signature smells, sights and flavors of Italy right to the heart of Austin, Texas.

Conceptual Elevation – Italian / Non-Cooking Stand

EXPERIENCE

- Fast Transaction; Delivers on Desire for Convenience
- Adds Variety
- Made-for-Me Perception is High

Aprons add a pop-of-color and brand appeal to the experience

OPERATIONAL GOALS

- Flexible For All Events / Shows
- Supports Per Cap Increase
- Drives Story of Freshness & Variety

CONCESSIONS CONCEPT #3

SOCO MKT

The Story: From the farm to the palettes of those desiring a healthful, more local meal or pick-me-up.
Fresh cheeses, meats, and artisan breads combine into an abundant market including salads, fresh fruits, and hand-carved sandwiches. On-site messaging calls-out the origin of products and produce to tell the story of our local support and incredible pride in the best of the Austin area.

Conceptual Elevation – Deli / Non-Cooking Stand

On-the-floor wayfinding encourages guest interaction

EXPERIENCE

- Celebration + Support of Local Community
- Satisfies Healthful Eating Mindset
- High Storytelling Value
- Good for Show / ACCD PR Opportunities

OPERATIONAL GOALS

- Strong Merchandising Opportunity
- Drives Story of Freshness and with Attendees There for Multiple Days, Provides Alternative
- Choice Based Higher Price Points (i.e. attendees choose to pay for organic)
- Supports Per Cap Increase
- Multi-Day Part Offer

CONCESSIONS CONCEPT #4

¡SALSARITA!

The Story: With Austin Convention Center's desire to showcase local culture & fare, ¡Salsarita! offers the best in Tex-Mex cuisine. Take a trip South of the Border, with fresh tacos, piled-high nachos, and tostada salads perfectly spiced and seasoned, coexisting in appetite bliss. For those looking to satisfy their sweet tooth, we offer our signature pan dulce. No other convention center or event space offers quite the same "food fiesta!"

Conceptual Elevation – Mexican / Non-Cooking Stand

EXPERIENCE

- Variety of Menu
- Showcases Local Tex-Mex Fare
- Authentic Flavors

OPERATIONAL GOALS

- Customized Front of House
- Drive Back of House Efficiencies; Cross-Utilization of Product from Other Stands
- Meets Needs of Different Shows

CONCESSIONS CONCEPT #5

OUTTAKES GRAB-N-GO

Outtakes / Grab & Go – Kiosk

EXPERIENCE

- Meets Need for Convenience
- Well-Priced Value Offer
- Promotes Choice

OPERATIONAL GOALS

- Show Hours of Operation: TBD Show by Show
- Strong Merchandising Opportunity
- Reduces Labor Drives Story of Freshness
- Cross Utilization of Product
- Quality Grab-n-Go Foods That Satisfy Shorter Meal Periods
- Up-sell by Merchandising Companion Items

Outtakes / Grab & Go – Cart

Outtakes / Menus

CONCESSIONS CONCEPT #6

THE SHOW KITCHEN

Conceptual Elevation – The Show Kitchen at Breakfast - Bagels, Rise & Shine

Conceptual Elevation – The Show Kitchen Offering Mid Day Selections and Impulse Drivers...Wraps & Salads!

EXPERIENCE

- People Gather in the Kitchen
- Central Focal Point for Eating, Gathering & Socializing
- Use of Lighting & Signage to Generate Engagement
- Changes Throughout the Day
- Attended by Chefs, a la a Kitchen Celebration + Support of Local Community
- Surrounded by Seating

OPERATIONAL GOALS

- Flexible For All Events / Shows
- Supports Per Cap Increase
- Multi-Day Part Offer
- Low Labor / High Return
- Showcases Creativity of Culinary Team

5.7.11

IN THE EVENT THE PROPOSER INTENDS TO SUBCONTRACT OR JOINT VENTURE ANY OF THE PROPOSED WORK STATED IN ITS TECHNICAL PROPOSAL, THE PROPOSER SHALL SUBMIT THE INFORMATION REQUIRED IN 5.2.2 FOR EACH PROPOSED SUBCONTRACTOR OR JOINT VENTURE. A JOINT VENTURE MUST HAVE FORMED PRIOR TO SUBMITTING PROPOSAL. ALL SUBCONTRACTORS' AGREEMENTS ARE SUBJECT TO THE APPROVAL OF THE CITY.

Proposer is not proposing to subcontract or joint venture any of the proposed work stated in its technical proposal.

5.7.12

DESCRIBE YOUR PLAN TO ASSIST DURING PEAK BUSINESS OPERATIONS WHEN ADDITIONAL STAFF MAY BE REQUIRED OR WHEN A REDUCTION IN STAFFING LEVELS MAY BE REQUIRED TO OFFSET OPERATIONAL COST.

Levy Restaurants will utilize our vast resources in the market place to assist during peak business operations and when there is an opportunity or need to reduce staffing levels to minimize operating costs. In addition, Levy Restaurants will be able to utilize Compass Groups employee base in the market as we do in many other cities on peak business days.

5.7.13

PLEASE LIST ANY SUPPLIER WITH WHOM YOU HAVE A CONTRACT THAT REQUIRES YOU TO PURCHASE FROM THEM. THE CITY HAS NO CURRENT PRODUCT SPONSORSHIP AGREEMENTS, BUT RESERVES THE RIGHT TO DO SO IN THE FUTURE.

Levy Restaurants does not have any contractual relationships that require us to purchase product.

5.7.14

PROVIDE SPECIFIC INFORMATION ON PROVIDING AND MAINTAINING VENDING MACHINES IN APPROVED AREAS OF THE FACILITIES. THIS INCLUDES, BUT IS NOT LIMITED TO, FREQUENCY OF REFILLS, MAINTENANCE AND SANITATION. STATE WHETHER YOUR COMPANY WILL MANAGE THIS SERVICE OR SUB-CONTRACT IT OUT. IF THIS SERVICE WILL BE SUB-CONTRACTED, WILL IT BE TO A DIVISION OR PART OF YOUR COMPANY?

Levy Restaurants proposed to subcontract our sister company, Canteen, for your vending needs.

Canteen has designed, developed and deployed the most advanced route technology in the vending industry titled i-vend. i-vend is a proprietary technology exclusive for Canteen that improves route scheduling, enhances product selection inventory and provides complete cash accountability. i-vend software in conjunction with advanced handheld systems and Dex standards provide the highest level of auditable cash sales and reporting in the vending industry.

THE KEY BENEFITS OF I-VEND ARE AS FOLLOWS:

- Accurate cash accountability
- Improved route scheduling
- Enhanced product merchandising
- Detailed financial reports per location
- Proactive identification of service opportunities
- Correct client commissions ensured

I-VEND IS THE ULTIMATE WINNING SOLUTION:

- Clients derive accountability
- Consumers receive improved product selection
- Canteen provides better service

SERVICE STANDARDS

Canteen will provide service to you by a thoroughly trained, uniformed associate, who will be responsible for:

- Ordering products according to your preferences
- Filling vendors at appropriate intervals
- Sanitation of vendors inside and out at each service
- Proper testing of equipment
- Preventive maintenance program
- Making any necessary refunds
- Proper recording of sales
- Conveying a friendly attitude that says, "We want your business."

Canteen rewards our associates with a base salary plus an incentive program. Their job is to ensure maximum sell-through from each machine. The compensation program is designed to reward them for continuous improvement. This motivation system guarantees you excellent service.

MAINTENANCE STANDARDS

We provide 24-hour availability of our service personnel for covering the maintenance requirements of your vending machines.

What does availability mean? It means that our team of mechanics is no farther away you're your telephone. All maintenance calls reported to our office are logged on our trouble call sheet and will be answered promptly. Our maintenance service personnel carry pagers with them at all times. Our service is available 24 hours a day, 7 days per week. We will:

- Respond to maintenance calls in two hours or less
- Ensure that service phone numbers will be visible on all vendors
- Provide a preventive maintenance program
- Maintain a repair completion program that includes follow-up communication to customers to inform them when repairs are completed

5.7.15

DESCRIBE PROPOSER'S PURCHASING POLICY AS IT RELATES TO PROCUREMENT OF GOODS AND SERVICES THAT WILL BE USED FOR THIS RFP TO ENSURE COMPETITIVE PRICING.

The following represents our plan for food and beverage offers recommended for the Austin Convention Center, and has been developed by our team of culinarians and operators whose expertise is in convention centers and event facilities. Their overall goals were to create a program that maximizes flexibility and scalability to accommodate the broad range of consumer and trade shows hosted at the facilities, as well as the diversity of banquet and social events in the Austin market. Additionally, the program promises an extensive variety of the highest quality food and beverage items, selected to allow attendees and exhibitors to be the drivers of their own menu choices and price points to ensure that the value proposition remains intact.

Levy Restaurants' purchasing team develops, plans and implements purchasing and materials management policies and procedures to ensure continuity of supply for needed operational goods and services in a manner that promotes responsible purchasing practices. Some of these practices include but are not limited to compliance to preferred suppliers, minimized delivery frequency, effective planning and forecasting while fostering strong supplier partnerships.

The company's purchasing strategy focuses on maintaining the highest standards of product quality while strengthening operations and Levy Restaurants' financial position through:

1) Supplier Certification Process
2) Preferred Manufacturer, Distributor and Services Programs
3) National Pricing Arrangements
4) MBE / WBE Purchasing Programs

SUPPLIER CERTIFICATION PROCESS

Locations may only purchase products or contract services from those suppliers that are approved by the Group Purchasing Director and comply with our Certificate of Insurance requirements. The Supplier Certification Form and W9 must be submitted to the appropriate person in the Purchasing Department PRIOR to any purchases.

All Levy Restaurants suppliers must meet the Supplier Certification Requirements and participate in a joint commitment to:

1) support the highest level of product quality, safety and sanitation practices
2) protect all business partners and Levy Restaurants from financial burden due to accidents or damage to property by meeting or exceeding Certificate of Insurance Requirements

All Levy Restaurants' suppliers must have a HACCP program in place. All meat and poultry suppliers are USDA inspected, and seafood suppliers are USDC inspected. All full line grocery suppliers are AIB inspected.

PREFERRED MANUFACTURER, DISTRIBUTOR AND SERVICE PROGRAMS

Preferred Supplier Distribution and Service Programs are leveraged contracts that consolidate the volume of national and/or local markets. Overall compliance to these programs is critical to the success and achievement of the company's financial goals and objectives. Quality controls will be improved by having one consistent source of supply that stocks products which meet or exceed Levy Restaurants' minimum product standards. These procedures provide a local distribution network that is critical to the implementation of other Levy Purchasing Department programs. Locations order direct from Preferred Suppliers, normally for next day delivery [Just-In-Time (J.I.T.)]

Suppliers must:

- Meet or exceed service level requirements
- Meet or exceed the location's requirements and Levy Restaurants' minimum product standards for product quality, consistency of quality and availability
- Provide products within predetermined contract parameters to fulfill the locations' requirements, based on past purchasing histories and/or location's forecasted requirements
- Ensure availability of all products covered in the program
- Provide an acceptable substitution or obtain products from another source, if an out-of-stock situation occurs. Location management will determine which item is acceptable and the required time of delivery
- Make deliveries at scheduled times
- Provide the highest level of service to our locations in emergencies

NATIONAL PRICING ARRANGEMENTS

National Pricing Arrangements provide uniform quality standards, which allow Levy Restaurants to obtain more favorable pricing through the consolidation of Levy Restaurants' and Compass Group's nation and world-wide purchasing volume directly with manufacturers.

Additionally, through contract pricing, Levy Restaurants is able to capture a significant amount of the sheltered income that now occurs between manufacturers and distributors.

Contract pricing programs are administered by the Levy Restaurants purchasing team. Through the company's strategic partnership with Compass Group, additional cost savings are achieved which reduce locations' cost of goods.

MBE / WBE PURCHASING PROGRAMS

Levy Restaurants supports the development of Minority and Women Business Enterprises. The company believes that by helping all segments of the business community, Levy Restaurants can share in the success.

Business and industry can only be as strong as the segments that make it up. If minority and women business enterprises are a segment of the total business segment pie, it is in the company's interest to develop them, through purchasing agreements, as well as on-going education. It is Levy Restaurants' policy to explore all MBE / WBE opportunities in every market in which business is conducted.

5.7.16

PROVIDE SPECIFIC INFORMATION ON THE TYPE, BRAND, QUALITY AND PRICE OF ALL FOOD AND BEVERAGE TO BE USED IN THE OPERATION. THIS WILL INCLUDE, BUT IS NOT LIMITED TO, RECOMMENDING LOCATIONS FOR PORTABLE CONCESSION OPERATIONS, PROVIDING A VARIETY OF MENU OPTIONS BASED UPON CLIENTELE.

The following represents our plan for food and beverage offers recommended for the Austin Convention Center, and has been developed by our team of culinarians and operators whose expertise is in convention centers and event facilities. Their overall goals were to create a program that maximizes flexibility and scalability to accommodate the broad range of consumer and trade shows hosted at the facilities, as well as the diversity of banquet and social events in the Austin market. Additionally, the program promises an extensive variety of the highest quality food and beverage items, selected to allow attendees and exhibitors to be the drivers of their own menu choices and price points to ensure that the value proposition remains intact.

GENERAL CONCESSIONS:

Today the stands are referred to as Concessions and lack a focus on particular offers and do not have a conceptual direction to lead customers to make purchases. For the general concession stands in the Austin Convention Center and Palmer Event Center, our plan focuses on creating actual concepts that have an experiential and menu point of view. We recommend the following shifts:

PALMER EVENT CENTER

- One stand becomes Loaded Dogs featuring all-American hot dogs with an array of unique toppings that can be rotated to match the theme and attendees of shows and events. The pricing of these menu offers is value oriented and a good option for bundling.
- One stand becomes Salsarita, the home of Tex-Mex, authentic flavors – tacos and burritos from the freshest of ingredients, signature to Austin. The pricing of these menu offers is also value oriented and a good option for bundling.

AUSTIN CONVENTION CENTER

- As above, one stand becomes Loaded Dogs featuring all-American hot dogs with an array of unique toppings that can be rotated to match the theme and attendees of shows and events. The pricing of these menu offers is value oriented and a good option for bundling.

- As above, one stand becomes Salsarita, the home of Tex-Mex, authentic flavors – tacos and burritos from the freshest of ingredients, as well as signature to Austin. The pricing of these menu offers is also value oriented and a good option for bundling.
- One stand becomes Buon Tempo offering Italian signatures that can also be rotated to match the theme and attendees of shows and events. The pricing of these items is value oriented.
- One stand becomes SoCo MKT intended to meet the desires of those with a healthful intent – sandwiches, salads, soups and more. The pricing of these menu offers can be engineered to be higher and in line with the local / organic nature of the ingredients.

PORTABLE PROGRAM FOR ALL FACILITIES

OUR RECOMMENDED PORTABLE OPTIONS INCLUDE:

- A Show Kitchen kiosk that changes across all dayparts. Digital signage for menus and identities allows the food offer and pricing to fluctuate from breakfast to lunch to mid-afternoon.
- An Outtakes cart and kiosk program can be rotated and placed in high traffic locations to capture impulse offers throughout the day. The offer includes grab-n-go sandwiches, snacks, salads and drinks (both hot and cold).
- 4 Signature Bars that can offer specialty drinks (i.e. martinis, margaritas, etc.) or function as full service options.
- 2 Cappuccino Portables –sleekly designed and operationally efficient, we are recommending cappuccino portables for the facilities, 1 for Austin Convention Center and 1 for Palmer Event Center

The exact location of these portable, flexible outlets will be precisely determined based on discussions with show managers, as well as a review of past event histories. Possible configurations for shows and events to illustrate the flexibility are as follows:

Scenario 1: Austin Convention Center – Corporate Event with Heavy Catering

- 1 Cappuccino Portable (Lobby by Registration) and Outtakes Cart
- 4 Signature Bars close to the ballroom; (2) in pre-function space in the ballroom and (2) in the ballroom

Scenario 2: Public Show

- Outtakes Kiosk on the show floor
- Outtakes Cart in the prefunction space
- 2 Signature Bars on the convention floor

Scenario 3: Association with Limited Hosted Breaks and Meal Functions

- Outtakes Kiosk in pre-function space
- Outtakes Cart on exhibit floor
- Show Kitchen on exhibit floor

Scenario 4: Palmer Event Center

- Outtakes Cart on exhibit floor
- Cappuccino Portable for prefunction space

5.7.17

DESCRIBE HOW PROPOSER WILL COMPLY WITH ALL APPLICABLE LAWS, REGULATIONS, ORDINANCES, AND POLICIES REGARDING THE HANDLING, SALE AND DISPOSAL OF FOOD PRODUCTS. THIS INCLUDES, BUT IS NOT LIMITED TO, THE PROCUREMENT AND UNINTERRUPTED MAINTENANCE OF ALL NECESSARY PERMITS, LICENSES, AND INSURANCE REQUIRED BY GOVERNMENT ENTITIES, INCLUDING THE CITY, HAVING JURISDICTION OVER OPERATIONS OF THE FACILITIES. FAILURE TO MAINTAIN ANY REQUIRED PERMIT, LICENSE OR INSURANCE MAY SUBJECT THE SUCCESSFUL PROPOSER TO TERMINATION OF THE CONTRACT.

We have a comprehensive training program to ensure that the handling, sale and disposal of food products is safe and in compliance with all applicable laws and our internal standards. We have vast experience procuring and maintaining all necessary licenses for the sale of food products.

5.7.18

DESCRIBE HOW YOU WILL MAINTAIN, AT ALL TIMES, ALL CATERING AND CONCESSION SERVICES AREAS, BUSINESS OFFICES, KITCHEN, KITCHEN DOCK AREAS, AND RETAIL SALES AREAS IN A CLEAN, PROFESSIONAL AND SANITARY CONDITION.

It is a core goal of Levy Restaurants to keep a clean and orderly operation at all times in all food service areas of responsibility to include kitchens, dining areas, concession services, warehouse, loading dock and business offices. This is a direct reflection of Levy Restaurants' integrity and commitment to operate continually at show quality levels. A successful cleanliness and sanitation program will be achieved utilizing the initiatives outlined below in conjunction with the client/building facility management team and local health department representatives.

TRAINING: All employees are required to successfully complete Levy Restaurants' Sanitation Basics Training within their first month of employment with Levy Restaurants. This detailed program is divided into three modules; Team Member Health and Personal Hygiene, Time/Temperature Control and Preventing Cross Contamination. Upon completion of the program, team members must successfully complete a final examination with test results documented in team members file. Sanitation Basics training is reinforced through shift meetings, sanitation inspections, daily sanitation checklists, and periodic refresher training. In addition to the Sanitation Basics Program all front of house mangers and chefs are required to complete and maintain a ServSafe Certification, or the equivalent. This certification is required above and beyond any local jurisdictional certification/licensing requirements.

INSPECTIONS BY SANITATION CONSULTANTS: Levy Restaurants employs an outside sanitation consultant to conduct cleanliness/food safety/sanitation/HACCP inspections and training. These inspections are done 2-3 times periodically throughout the year and are always unannounced. The purpose of these inspections is to ensure the location's compliance with federal, state and local requirements for sanitation, cleanliness and serving safe food. CNS audits have the highest of standards in the industry as the inspections are very thorough and extremely informative. Cleanliness, organization, sanitation and food safety are keyed on. These inspections are significantly more difficult than most local Health department inspections. Once the CNS

inspection is complete, the Levy Restaurants team at the facility has 24 hours to implement written action plans to correct any deficiencies. The action plans are signed off by the Director of Operations, Executive Chef, Regional Director and Director of Risk Management at the home office in Chicago. This process has been very successful and keeps the local teams on their toes, with cleanliness and sanitation always on the forefront of the operation.

DAILY CLEANING, SANITATION AND MAINTENANCE PROCEDURES: Managers and employees are required to utilize a sanitation and cleaning checklist in all areas of operation to maintain the highest standards of sanitation and cleanliness. All sanitation and cleaning checklists are to be filled out and signed off on based on the designated schedule established by location management. All team members are trained to the correct sanitation procedures outlined on each sanitation and cleaning checklist. Team members are to check off each task as it is completed. The Executive Chef and Director of Operations/General Manager must review and sign off on cleaning schedules prior to the end of the shift to ensure all items are completed. The checklists include but are not limited to food service equipment, drains, ice machines, plumbing, floors, walls, ceilings, guest areas and dining rooms. In addition to cleaning checklists, employees must complete a Line Check daily sanitation form. Line checks in all food production areas are mandatory to manage all back of the house operations and to maintain the highest standards of quality and freshness. The line check form requires the employee to check food temperature and appearance throughout the shift. All forms are reviewed and signed by the Executive Chef.

OWNERSHIP CULTURE: Levy Restaurants has developed a culture of ownership within its team members as it pertains to maintaining a clean, professional and sanitary condition in each facility. Giving the team the ability to be self determined coupled with a great blue print of high standards, leads to this culture. Managers take ownership of their areas; Directors take ownership of the facility, Regional Managers and Vice Presidents tale ownership with their continued direction on a daily basis and actual visits. Everyone has a hand in the game. All levels are pushed and expected to have a keen eye to be very proactive with defining opportunities and correct with initiatives and action plans.

CLIENT PARTNERSHIP: Levy Restaurants is committed to partnering with the building/facilities manger to ensure all cleanliness and sanitation initiatives are achieved. This includes but is not limited to hood and vent cleaning, pest control, equipment repair, grease trap cleaning, and general maintenance of dining areas. Monthly walk throughs of food service areas with building facility management team have been extremely successful in maintaining a strong partnership and achieving results.

5.7.19

DESCRIBE HOW PROPOSER WILL MONITOR AND ARRANGE FOR FULL REPAIRS AND MAINTENANCE OF THE CATERING AND CONCESSION SERVICE EQUIPMENT, KITCHEN EQUIPMENT AND VENDING MACHINES VIA A QUARTERLY EQUIPMENT INVENTORY OF EQUIPMENT AND SMALLWARES. CONTINUOUS DAMAGE TO, OR WILLFUL DISREGARD FOR CATERING AND CONCESSION EQUIPMENT MAY RESULT IN DAMAGES CHARGED TO SUCCESSFUL PROPOSER. PLEASE RECOMMEND A SOFTWARE PROGRAM TO FULLY AUTOMATE THIS SYSTEM.

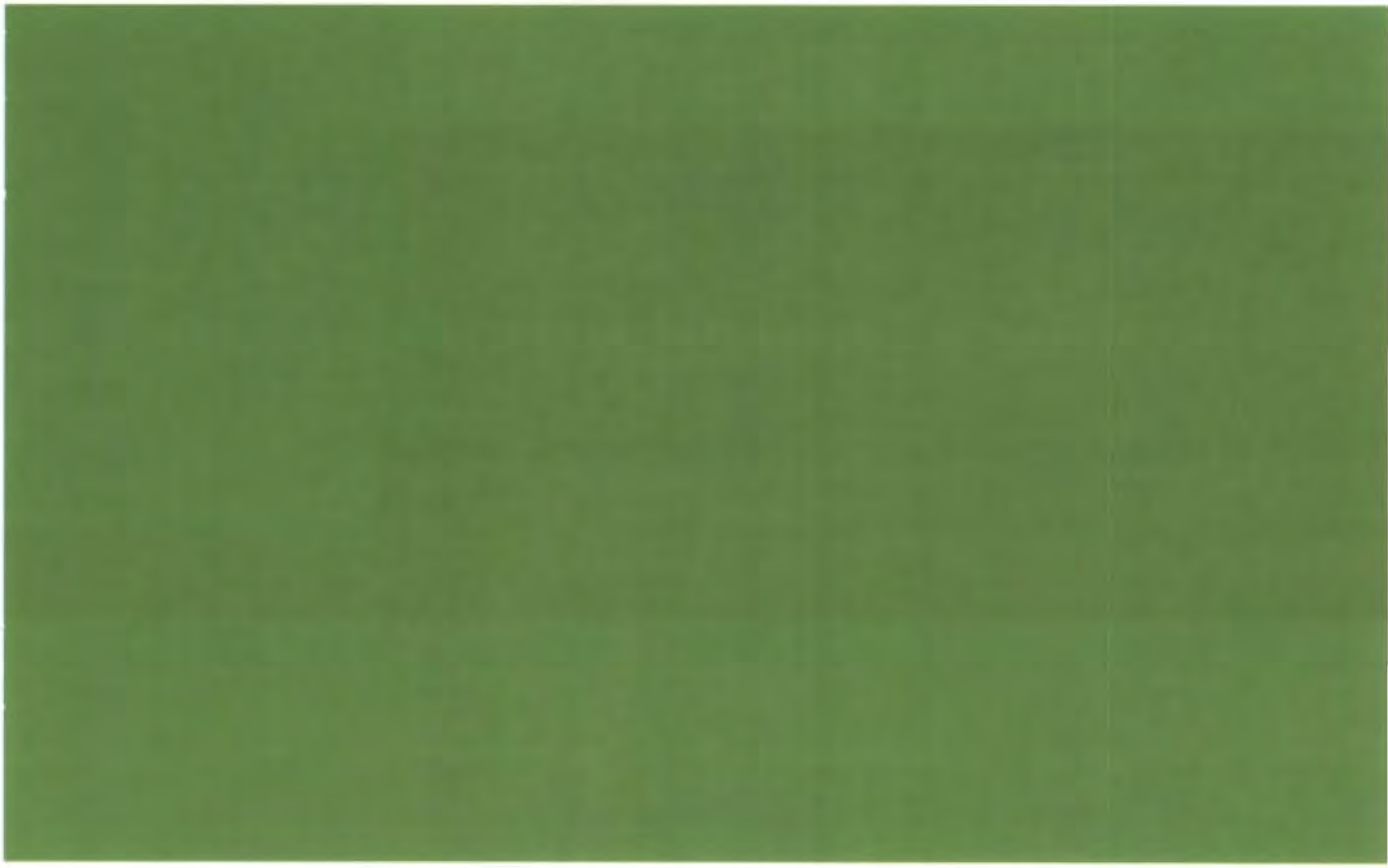
It is recommended that all refrigerated equipment is put on a preventive maintenance scheduled by an approved third party contractor. In regards to all other, catering, concession, kitchen, and vending equipment, our recommendations are as follows:

- Daily cleaning checklist that are utilized and reviewed by the Executive Chef through daily walk through.
- Weekly cleaning checklist are utilized and reviewed by the Executive Chef for deep cleaning and inspection of all equipment.
- Monthly walk through of all areas to review catering, concession, kitchen, and vending equipment to be conducted jointly with the General Manager and the Austin Convention Center and Palmer Event Center designated facilities contact.

KeepTrak Software by KeepTrak Corporation allows us to develop an asset tracking database which also allows the ability to create, schedule and track preventive maintenance on equipment.

CONCESSION CAPABILITY

SECTION 5.8



Levy Restaurants

5.8 - CONCESSION CAPABILITY

DESCRIBE PROPOSER'S STANDARD EXPECTATIONS OF CUSTOMER SERVICE PROTOCOLS FOR CONCESSION SERVICE AND HOW YOU TRAIN YOUR COUNTER STAFF TO WORK WITH CONSUMERS (GUESTS) ON AN EVERYDAY BASIS.

THOUSAND DETAIL DINING™

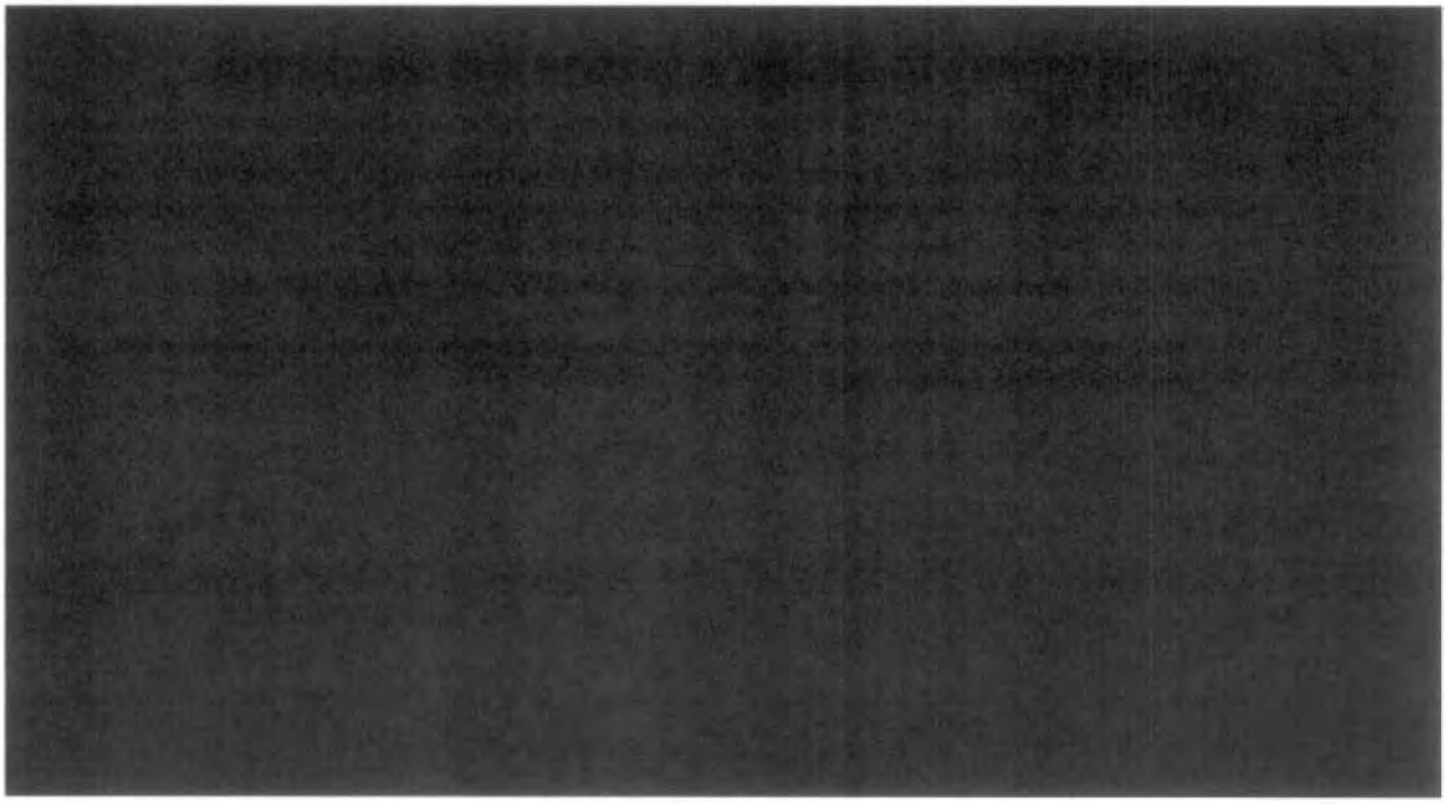
To help our team members demonstrate "The Levy Difference" to all their guests, we developed Thousand Detail Dining™. It's a practical program that drives home the idea that the minutest details and tiniest touches help make guest experiences at Levy Restaurants unique and distinguish them from what they can find elsewhere. A focus on the details ensures a minimum level of service to every guest from every team member. These details – essentially service standards – help to create environments where we can exceed our guests' expectations and "Win One Customer At A Time."

THOUSAND DETAIL DINING™ IN ONE SPECIAL WAY: A STORY

After the team at Chase Field had gone through the Thousand Detail Dining™ program, they decided the training needed to be reinforced every shift. They named a veteran cashier, Johnny, the "Hospitality Ambassador." His Thousand Detail Dining™ reinforcement duty is to walk the concourse during every Diamondbacks game to seek out team members who embody the details in how they interact with guests. To recognize this kind of guest service, he presents WOW cards as an added incentive for all team member to "live the details!" On his rounds, he also coaches how to live the details when he sees team members who can improve upon their hospitality practices.

FACILITY TRANSITIONAL PLAN

SECTION 5.9



Levy Restaurants

5.9.1

PROPOSER MUST PROVIDE A TRANSITION PLAN WITH THEIR PROPOSAL. THIS TRANSITION PLAN SHOULD BE A COMPLETE ACCOUNT OF THE STEPS THAT THE PROPOSER WILL TAKE TO ENSURE THAT THE PROPOSER WILL BE ABLE TO OPEN A FULLY-FUNCTIONING FOOD AND BEVERAGE OPERATION NO LATER THAN 120 DAYS AFTER CONTRACT AWARD. THE TRANSITION PLAN SHOULD ALSO INCLUDE A TIMELINE WHICH SHOWS EACH OF THE STEPS TO BE ACCOMPLISHED AND THE APPROXIMATE TIME TO ACCOMPLISH EACH STEP. THE TRANSITION PLAN SHOULD BEGIN ON THE DATE THAT THE CONTRACT IS FULLY EXECUTED AND END ON THE DAY THAT FULLY-FUNCTIONING FOOD AND BEVERAGE OPERATION IS OPENED FOR BUSINESS TO THE CITY. THE PLAN SHALL DEMONSTRATE A SMOOTH AND TIMELY TRANSITION FOR STAFF AND TRANSPARENT CHANGEOVER FOR MEETING PLANNERS. THE DETAILS FOR THIS PLAN SHOULD BE PRESENTED IN BOTH A NARRATIVE FORM AND PRESENTED ON A TIMELINE, AND MUST INCLUDE THE FOLLOWING ELEMENTS:

OUR PHILOSOPHY TO ENSURE A SMOOTH AND SUCCESSFUL TRANSITION:

What to expect as your hospitality partners from day one to ensure a long term successful partnership to grow your business and to ensure a smooth opening is a "zipper" approach. We align everyone of our regional support teams with the on-site Levy Restaurants team, and each of our counterparts within your organization so we can move quickly at all levels and ensure we are aligned, effective communicating, and the 1,000 details are executed at every level.

Below we address all of the highlighted items in the RFP. Additionally, attached is list of each task that will be executed and supported through the transition process.

5.9.1.1

PROVIDE SPECIFIC INFORMATION ON STAFF NOTIFICATION.

The first step in the staff notification is to coordinate timing with our partners, so that we are aligned on communication. The communication would first go to the existing team members inclusive of the management team and hourly team members. This communication is two-fold first we communicate via our partner's organization to the on-site management team of the previous food and beverage contractor, along with the desire to interview each that is interested in staying on-board. We would also solicit feedback from the Austin Convention Center and Palmer Event Center management team for folks that they highly recommend staying on-board, and those that it may not make sense for different reasons. At the same time we confirm our proposed candidates and coordinate any necessary on-site interviews with the partner's organization.

In regards to hourly team member notifications, we post notifications with a set date for open hire meet and greet our team followed by job fairs. This opens up for the current workers to get to know a little about us and to confirm interviews without necessarily having to go to the job fair that is open to all if they prefer.

5.9.1.2

PROVIDE SPECIFIC INFORMATION ON MEETING PLANNER NOTIFICATION.

We understand the importance of making immediate contact with all upcoming shows at a minimum the next 12 months following the transition. We want them to realize that we are going to honor any pre-arranged menus, prices, etc., so that they immediately feel at ease. We recommend the first notification is written correspondence that is a joint letter from both Levy Restaurants and the Austin Convention Center. We then have our General Manager and Director of Sales reach out to each of them via phone to coordinate additional follow-up, and a make any necessary arrangements for tastings and one on one review of their individual needs. Lastly, we recommend coordinating jointly with the Austin Convention Center and the Convention and Visitors Bureau to invite meeting planners for a Fam Trip where we host a very special tasting as an unveiling of the City of Austin's new hospitality partner and restaurateur.

5.9.1.3

PROVIDE SPECIFIC INFORMATION ON TRAINING AND FAMILIARIZATION OF FACILITIES, EQUIPMENT, SERVICES;

We recognize our success starts with our front line team members, and so we Invest during an opening heavily on training for each team member at every level. Before any team member serves a guests they go through 13 hours of training inclusive of the following:

OPERATIONAL GOALS

- Creating Legends
- 1,000 Detail Hospitality Training
- Sanitation Basics
- Responsible Alcohol Service
- OSHA/Serve Safe Training
- Job Specific Training

In addition to the above training classes, prior to opening we would set-up mock services in both the concessions department and catering department where we stage events and invite city employees in for sampling of our services. This gives our front line team members an opportunity for on the job training prior to serving any guests. It also get's them completely familiarized with the facility, equipment that they utilize in their department, and the amenities offered.

5.9.1.4

PROVIDE SPECIFIC INFORMATION ON MANAGEMENT ON-SITE FULL TIME;

We would stage our management team through the 120 day opening, so that each department is coming on-board. In doing so, this ensures the right utilization of resources and that as the manager is coming on-board their area of responsibility is set-up for them and they are productive. The managers that are on-board day one which makes sense for establishing the foundation and fundamentals for on-boarding the rest of the team is the General Manager, Executive Chef, and Director of Sales. This allows them to get aligned with our partner's organization, and to begin the process. The time line of start dates for the rest of the management team during the 120 day process is below:

General Manager – Day 1
Executive Chef – Day 1
Director of Sales – Day 1
Assistant General Manager – Day 1
GM of Banquets – Day 30
Sr. Concessions Manager/Beverage Manager – Day 30
Catering Sales Manager – Day 30
Catering Sales Manager – Day 30
Director of Purchasing – Day 30
Controller – Day 30
Human Resource Manager – Day 30
Executive Sous Chef – Day 60
Executive Steward – Day 60
Accounting Manager – Day 60
Executive Assistant – Day 90

5.9.1.5

PROVIDE SPECIFIC INFORMATION ON INITIATION OF MARKETING AND SALES PROGRAM;

Our marketing and sales program would start with confirming our identified competitive sample set used when completing our proposed menus for the Austin Convention Center to ensure the right competitive analysis. We would then finalize menus and pricing with the Austin Convention Center final approval. All marketing collateral both print and electronic would be reviewed together to ensure messaging is aligned with the Austin Convention Center marketing messages.

Once all collateral was finalized and approved, we would work closely with the Austin Convention Center sales team to clearly identify which market segments that they would want us to target directly, and which ones they want to us to sell together jointly. Once aligned, we would then identify dates for open houses to introduce our catering capabilities to the different market segments.

5.9.1.6

PROVIDE SPECIFIC INFORMATION ON PROPOSER AND SUBCONTRACTOR NOTIFICATION;

Notification would begin with confirming with all the WBE and MBE organizations dentified during the RFP process to confirm the opportunities and to begin the process of getting them set-up as an approved provider internally so that all services and/or goods they are providing are readily available for upcoming business. We would also provide estimated needs based on the upcoming calendars so that they are internally ready for the business opportunities. Second, we would continue to partner with the City of Austin's MBE and WBE Procurement Department to identify additional suppliers and/or sub-contractors. Our goal would be to host bi-annually an open house to give local WBE and MBE businesses in the community an opportunity to set-up a tradeshow to show the services and goods they can provide at the both the Austin Convention Center and the Palmer Event Center.

5.9.1.7

PROVIDE SPECIFIC INFORMATION ON INVENTORY OF FOOD AND BEVERAGE FACILITIES, FIXED EQUIPMENT AND SMALLWARES;

During the 120 day process, we've identified in the schedule a list of all items that need to be inventoried for confirmation of existing equipment within the both the Austin Convention Center and the Palmer Event Center that would be utilized by Levy Restaurants. This would include inventory the physical inventory and to ensure that is in good working condition. In addition, we've identified items that would need to be purchased in ordered. Throughout this process all orders would be approved by the City of Austin, and collection of existing inventoried items and identified equipment that needs replaced and/or repaired would be reported to the City of Austin. This process involves all areas of the operation inclusive of information systems, culinary equipment, concession equipment, catering equipment and uniforms. In addition to verification and procurement of equipment and tools, we would have each department to confirm and set-up their specific standard operating procedures utilizing Levy Restaurants Core Signatures that details procedures for each area of responsibility. By outlining and publishing specific for the Austin Convention Center and Palmer Event Center we ensure all tasks are property specific. Lastly, all areas of our operation are zoned, so that as product is received it is put into the area that it has been zoned for and can be safely, secured, and accounted for during daily operations.

5.9.1.8

PROVIDE SPECIFIC INFORMATION ON ANY AND ALL ADDITIONAL TAKE-OVER PROCEDURES YOUR COMPANY WOULD IMPLEMENT.

Our all inclusive list of tasks on the transition schedule outlines every detail to be addressed within the 120 day transition. The list of items provided under section 5.9.1.8 are all other items that don't clearly fall within the other sections requested. Last year we most successful transitioned the Boston Convention Center and Hynes Convention Center and our partners saw an incredible difference day one in food quality, presentation, and hospitality. The remaining items in this section are inclusive of all task that were identified and completed through the transition of those two facilities.

5.9.2

SINCE ACTUAL DATES WILL DEPEND ON THE DATE OF CONTRACT EXECUTION, IT IS ACCEPTABLE FOR THE PROPOSER TO INDICATE A NUMBER OF DAYS OR WEEKS TO ACCOMPLISH THE TASK, OR TO OTHERWISE SHOW THE STEPS THE PROPOSER WILL PERFORM TO BE READY TO PROVIDE SERVICES NO LATER THAN 120 DAYS AFTER CONTRACT AWARD.

The day within the 120 day countdown provided and targeted in the transition plan is the day that the task should be completed.

Austin Convention Center & Palmer Event Center Facility Transition Plan

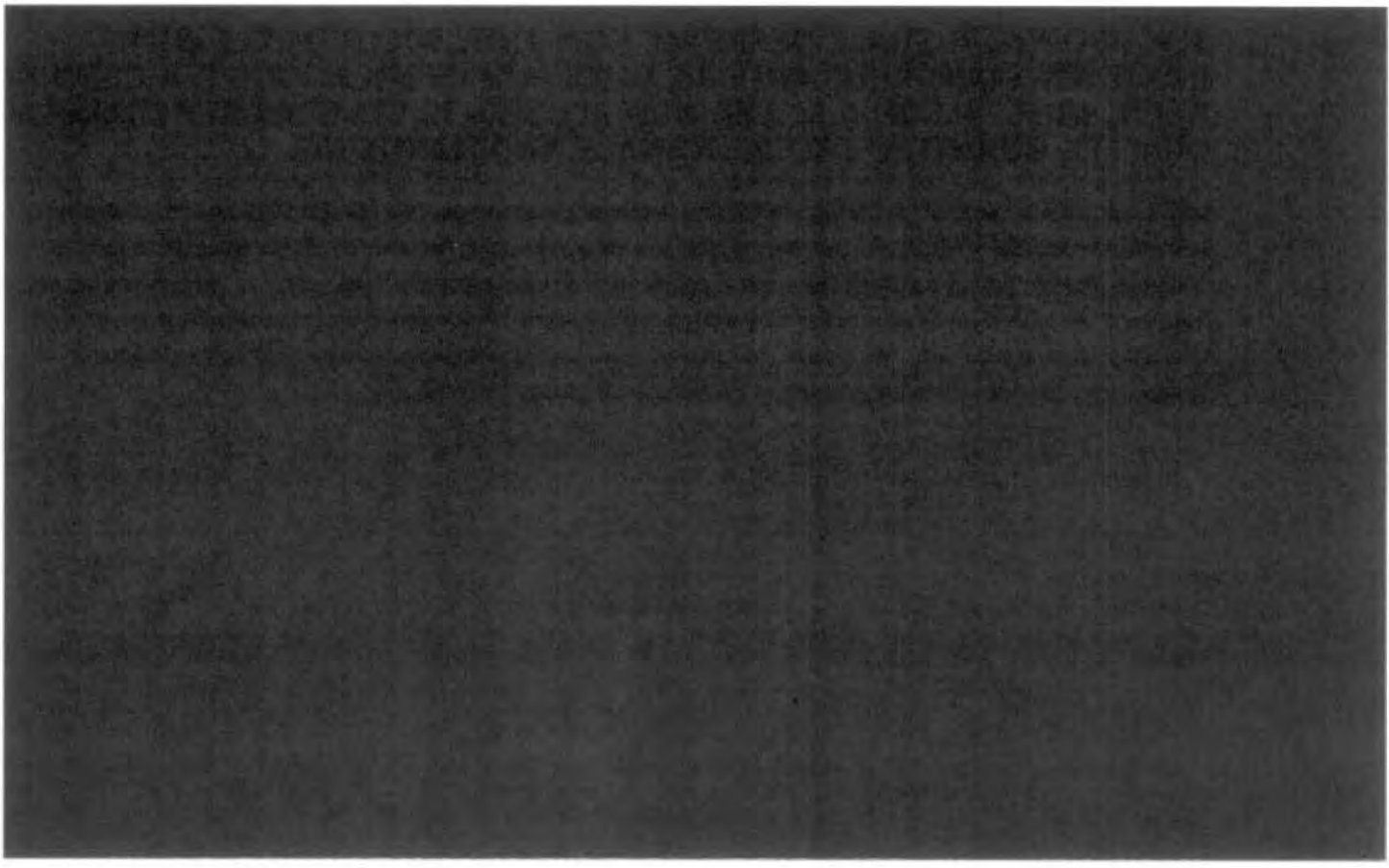
Task	Days from Facility Transition	Department	Who	Partner Counterpart	Update	Progress Notes	Action Required
[illegible] with [illegible] communication to existing management team	Day 1	OPS	VP/General Manager				
[illegible]	Day 1	OPS	General Manager/HR				
[illegible]	Day 14	OPS	General Manager/HR				
[illegible]	Day 1		VP				
[illegible]							
Coordinate meet and greets with Levy Restaurants proposed management team with the partners counterpart	Day 21	OPS	General Manager				
Coordinate notification of existing Aramark team members with the partners and confirmation of [illegible] shifts/ date	Day 30	OPS	General Manager/HR				
Define Open House for meet and greet of Levy Restaurants management team for existing Front line team members (hourly and sa...ositions)	Day 30	OPS	General Manager				
Finalize benefits for [illegible] fair access with partners	Day 30	OPS	HR				
Post Job Fairs	Day 60	OPS	HR / Department Heads				
Conduct orientation for all team members	Day 90	OPS	HR / Department Heads				
[illegible]							
[illegible]							
Non-in-person visits at show client's locations. Work with building partner to determine course of best actions	Day 60	Ops	General Manager				
[illegible] visits with phone calls to enhance communications	Day 30		General Manager				
Review responses from show clients to create best next steps with Building partners	Day 15	Ops	General Manager				
After visits, schedule food presentation with Building partner for key clients that require additional information	Day 90	Ops	General Manager				
Create a letter to go to all Show Managers including ones already contracted, that occur after the 9 months after Levy transition	Day 15	Ops	General Manager				
Establish weekly meetings with building partner to continue reporting on progress of communication with Show Management and other key clients	On-going	Ops	General Manager				
Review BEO's of any upcoming events that were contracted by Aramark pre-transition	Day 45	Ops	General Manager				
[illegible]							
[illegible]							
[illegible]							
Train [illegible] done and [illegible] partment [illegible] for Tasks created and [illegible]	[illegible]	HR	HR Director				
Safety Trainings including [illegible] Rules [illegible] (HM)	[illegible]	HR	HR Director				
Organize Guest Training for Management Staff regarding approximate [illegible] ongoing steps	Day 30	HR	HR Director				
Organize meeting with Management Staff to review Facility specific information	Day 30	HR	HR Director				
[illegible] Creating [illegible] pos class	[illegible]	HR	HR Director				
Train Culinary team [illegible] su...ession system	Day 90	[illegible]	[illegible] Executive Chef				
Teams Procedures and Post Accident Team...Procedures train...	[illegible]	[illegible]	LPC				
Train Members sign Sexual Racial Harassment Prevention forms, Conduct training	Day 90	HR	HR Director				
Conduct class on Flavor Profiles for all new Culinary Team Members	[illegible]	HR	HR Director				
Schedule Alcohol Certification Training	[illegible]	HR	HR Director				
Schedule Sensitivity Training for all Salaried Team Members	[illegible]	HR	HR Director				
Contract for all new Team Members	[illegible]	HR	HR Director				
Arrange [illegible]							
[illegible]							
[illegible]							
General Manager on site	Day 1	Home Office	VP of Operations				
Assistant General Manager on site	Day 30	Home Office	VP of Operations				
Executive Chef on site	Day 1	Home Office	VP of Operations				
Executive Sous Chef on site	[illegible]	Home Office	VP of Operations				
Chef de Cuisine	[illegible]	Home Office	VP of Operations				
Food Service Manager/ Dining Manager	[illegible]	Home Office	VP of Operations				
Director of Sales	Day 1	Home Office	VP of Operations				
Catering Sales Manager	[illegible]	Home Office	VP of Operations				
Controller	[illegible]	Home Office	VP of Operations				
Director of Purchasing	[illegible]	Home Office	VP of Operations				
Accounting Manager	[illegible]	Home Office	VP of Operations				
Operations Controller	[illegible]	Home Office	VP of Operations				
Human Resources Manager	Day 60	Home Office	VP of Operations				
Executive Assistant	[illegible]	Home Office	VP of Operations				
Human Resource Manager	Day 30	Home Office	VP of Operations				

Levy Restaurants

Acquire all local competitive Catering Menus	Day 18	Group Sales	Director of Sales				
Review current BEO's that occur after transition with clients	Day 60	Group Sales	Director of Sales				
[illegible]	Day 20	Group Sales	Director of Sales				
Review [illegible]	Day 60	Group Sales	Director of Sales/[illegible]				
Order Collateral for Group Sales	Day 45	Group Sales	Director of Sales				
Finalize menus and pricing including Booth Catering	Day 30	Group Sales	Director of Sales/Executive Chef				
[illegible] for Catering Software or implement new Catering Software	Day 60	Group Sales	Director of Sales				
[illegible] Event Rental Companies	Day 90	Group Sales	Director of Sales/Purchasing				
Strategic Marketing Plan in conjunction with ACCD	Day 90	Group Sales	Director of Sales/National Sales Director				
[illegible]	Day 30	Group Sales	Director of Sales				
Work with ISS [illegible] information on Levy Source and ACCD websites	Day 60	Home Office	IS				
Home Materials Ready for Press	Day 90	Home Office	Marketing				
[illegible] Exact Target program	Day 120	Group Sales	Director of Sales				
[illegible] for Group Sales	Day 120	Group Sales	Director of Sales				

QUALITY OF MERCHANDISE

SECTION 5.10



Levy Restaurants

5.10.1

THE PROPOSER SHALL DESCRIBE HOW THEY WILL ENSURE THE CITY'S GOAL OF PROVIDING QUALITY FOODS, BEVERAGES, AND OTHER ITEMS TO BE SOLD OR TO BE KEPT FOR SALE AT THE FACILITY AT A REASONABLE PRICE. THE PROPOSER WILL BE REQUIRED TO ENSURE THAT NO LIMITATION, ADULTERATED OR MISBRANDED ARTICLES SHALL BE SOLD OR KEPT FOR SALE AT THE FACILITIES.

Quality standards for food, beverage and other items are met when item specifications are clearly defined and recorded regarding quality measurement standards, size, weight, yield, appearance, scope of work, etc. All items or services purchased will meet or exceed Levy Restaurants' required specifications.

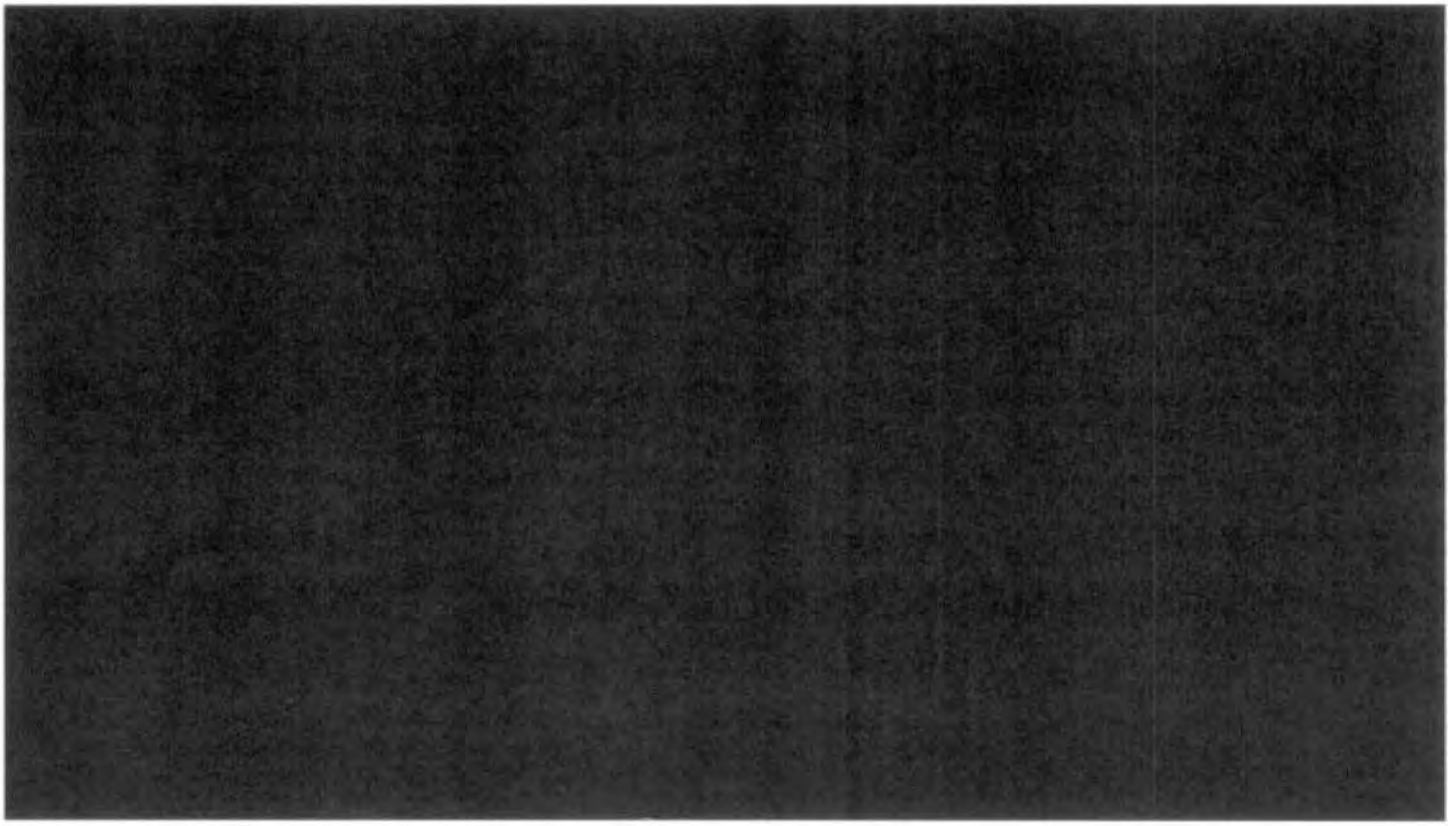
Proposer ensures that no limitation, adulterated or misbranded articles shall be sold or kept for sale at the facilities.

5.10.2

THE PROPOSER SHALL DESCRIBE HOW THEY WILL COMPLY WITH INDUSTRY STANDARDS AND ALL LAWS AND REGULATIONS CONCERNING BEER, WINE, ALCOHOLIC AND NON-ALCOHOLIC BEVERAGES REGARDING QUALITY, QUANTITY, SALES, STORAGE AND HANDLING.

Levy Restaurants is committed to the responsible service of alcoholic beverages. We have partnered with the National Restaurant Association ("NRA") ServSafe Alcohol training program, a leading national compliance/training company, to provide alcohol compliance training for all of our locations. With an expertise in local, state, federal, and province alcohol regulations, the NRA expands upon pre-existing internal training efforts to educate and ensure consistent, informed, and strict compliance at every level. We enforce strict sales policies, service procedures, training opportunities, mandatory signage, and other internal programs to ensure the responsible service of alcohol.

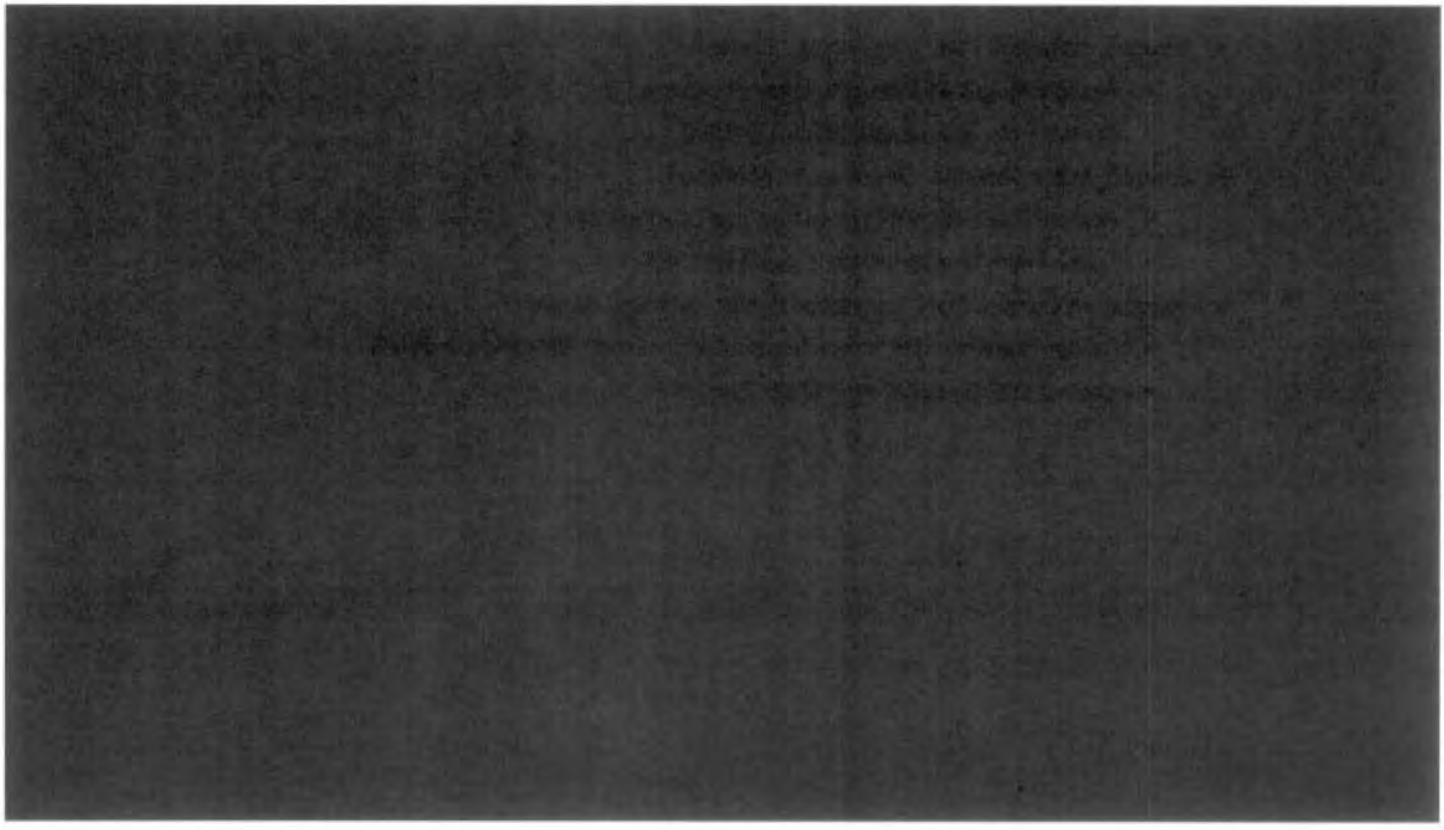
L: FINANCIAL COMPENSATION



Levy Restaurants

PAST DEFAULT

SECTION 5.11



Levy Restaurants

4 PAST DEFAULT

5.11.1

LIST ALL CONTRACTS IN LAST FIVE (5) YEARS THAT YOUR COMPANY HAS NOT RENEWED FOR ANY REASON AND INCLUDE THE REASON FOR LOSS AND CLIENT CONTACT INFORMATION.

The only contract not renewed by Proposer in last five (5) years is the following:

- Location: Ft. Worth Cats – Ft. Worth, Texas
    - Reason: Mutual agreement to terminate contract
    - Contact Info: John Dittrich, (817) 226-2287

Affiliates of Proposer have not renewed the following contracts in the last five (5) years:

- Location: Cathedral of Christ the Light – Oakland, California
    - Reason: Mutual agreement to terminate contract
    - Contact Info: Michelle Lane, (510) 496-7206
- Location: Drillers Stadium – Tulsa, Oklahoma
    - Reason: Natural expiration of contract
    - Contact Info: Mike Melga, (918) 744-5998
- Location: Hollywood Park – Los Angeles, California
    - Reason: Mutual agreement to terminate contract
    - Contact Info: Jack Liebau, (310) 330-1520
- Location: Mall of America – Minneapolis, Minnesota
    - Reason: Client elected to close food and beverage venue
    - Contact Info: Don Ghermezian, (952) 883-8849
- Location: McCormick Place Convention Center – Chicago, Illinois
    - Reason: Agreement to terminate contract by mutual terms and conditions
    - Contact Info: David Causton, (312) 791-6155

5.11.2

IF THE PROPOSER HAS HAD A CONTRACT TERMINATED FOR DEFAULT IN THE LAST FIVE (5) YEARS, DESCRIBE THE INCIDENT. TERMINATION FOR DEFAULT IS DEFINED AS NOTICE TO STOP PERFORMANCE DUE TO THE PROPOSER'S NON-PERFORMANCE OR POOR PERFORMANCE, AND THE ISSUE OF PERFORMANCE WAS EITHER A) NOT LITIGATED DUE TO INACTION ON THE PART OF THE PROPOSER, OR (B) LITIGATED AND SUCH LITIGATION DETERMINED THAT THE PROPOSER WAS IN DEFAULT.

We have never had a contract terminated for default.

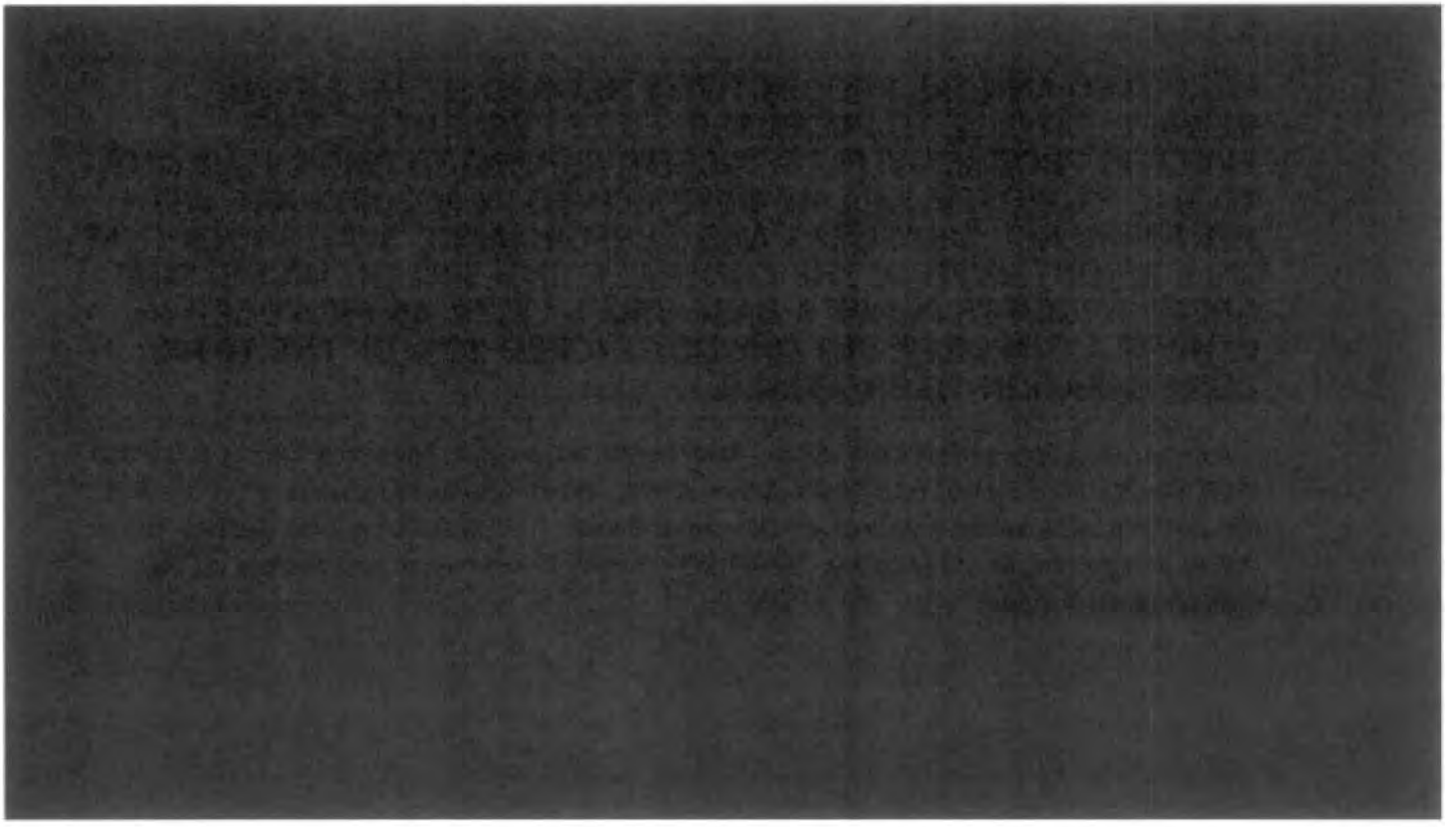
5.11.3

SUBMIT FULL DETAILS OF THE TERMINATION FOR DEFAULT INCLUDING THE OTHER PARTY'S NAME, ADDRESS, AND PHONE NUMBER. PRESENT THE PROPOSER'S POSITION ON THE MATTER. THE ACCD WILL EVALUATE THE FACTS AND MAY, AT ITS SOLE DISCRETION, REJECT THE PROPOSAL ON THE GROUNDS OF THE PAST EXPERIENCE. IF NO SUCH TERMINATION FOR DEFAULT HAS BEEN EXPERIENCED BY THE PROPOSER IN THE PAST FIVE YEARS, SO INDICATE.

Not applicable.

PROPOSED FINANCIAL 'COMPENSATION'

SECTION 5.13



Levy Restaurants

8 PROPOSED FINANCIAL 'COMPENSATION'

5.13.1

THE ACCD WILL CONSIDER A MANAGEMENT FEE CONTRACT PROPOSAL FOR THE ACC AND PEC BASED ON IRS GUIDELINES. PLEASE PROVIDE AN OUTLINE OF THE PROPOSED COMPENSATION PROPOSAL THAT PROPOSER IS WILLING TO ENTER INTO IF SELECTED TO PROVIDE CONCESSIONS AND CATERING FOR BOTH FACILITIES. PLEASE IDENTIFY THE FOLLOWING:

5.13.1.1

PROPOSED PERIODIC FIXED FEE PAYABLE TO PROPOSER AFTER EACH ACCOUNTING MONTH IF PROPOSER IS SELECTED AS THE SUCCESSFUL PROPOSER.

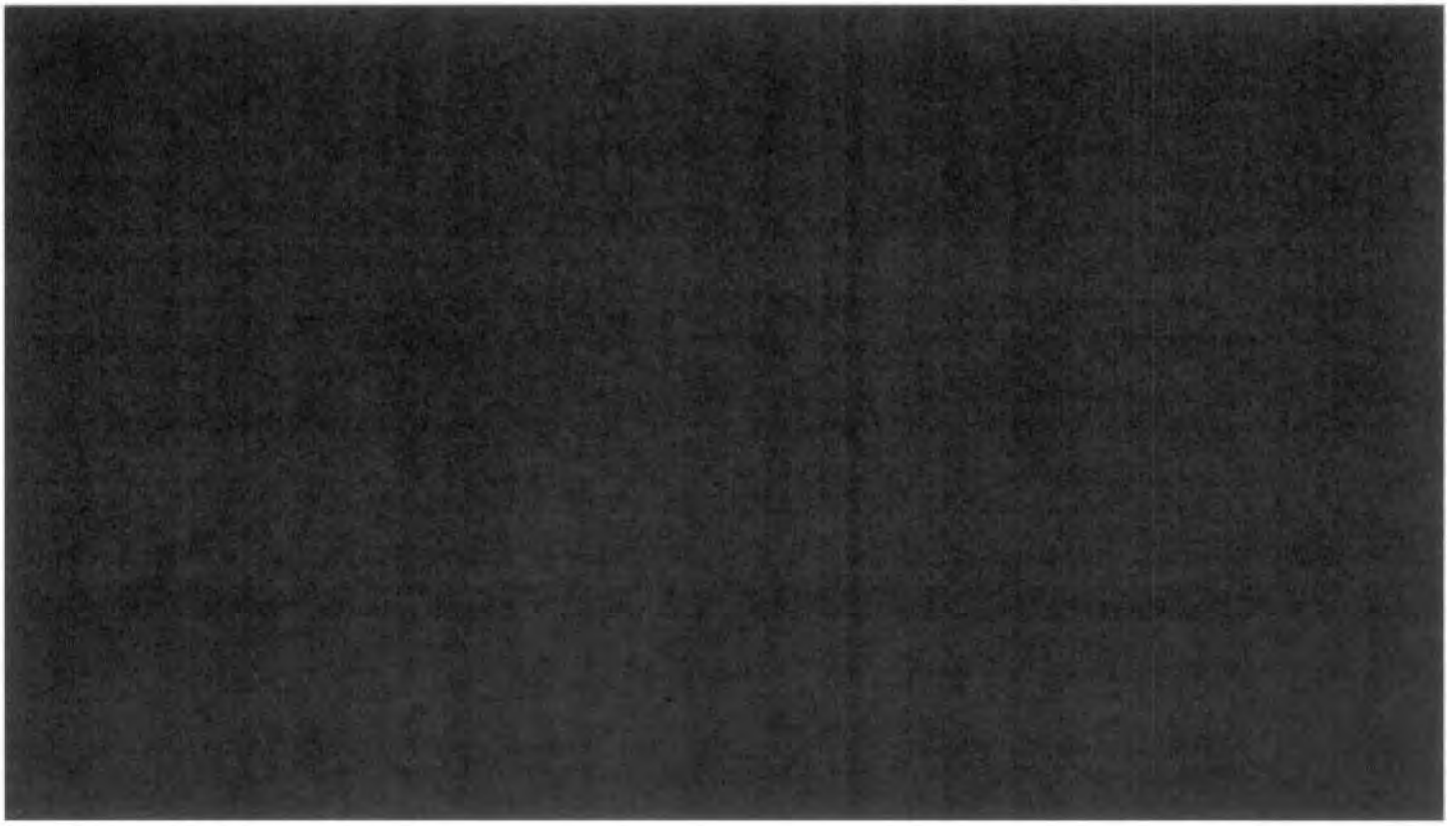
Levy Restaurants proposes a Periodic Fixed Fee of $ 16,666.67 payable after each accounting month.

5.13.1.2

PROPOSED ANNUAL PRODUCTIVITY REWARD OR INCENTIVE REWARD PAYABLE TO PROPOSER. FIFTY PERCENT OF THIS SPECIFIC PRODUCTIVITY OR INCENTIVE REWARD AMOUNT, IF ANY, TO THE PROPOSER WILL BE DETERMINED IN ACCORDANCE WITH PERFORMANCE MEASURES AND PERFORMANCE EVALUATION THAT WILL BE OUTLINED IN THE CONTRACT; AND 50% ON INCREASING GROSS RECEIPTS ABOVE A BASE SALES LEVEL AS PROPOSED IN EXHIBIT A. THIS REWARD MAY NOT EXCEED 20% OF THE TOTAL COMPENSATION TO PROPOSER.

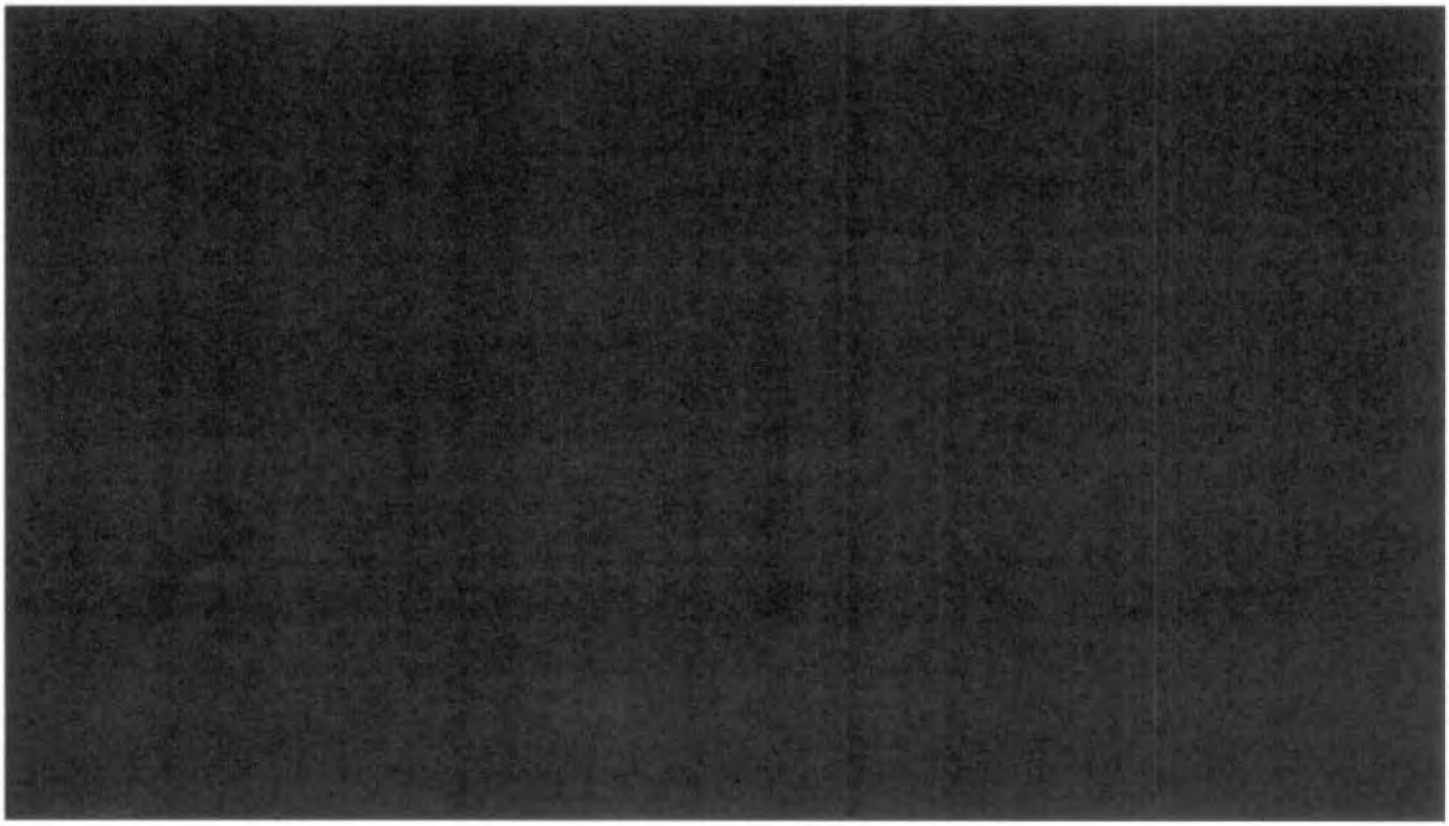
Levy Restaurants proposes an Annual Productivity Reward of $50,000 per year. Fifty percent (Capped at $25,000) of this amount shall be awarded to Levy Restaurants in accordance with Performance Measures and Performance Evaluation that will be outlined in the contract. Fifty percent (Capped at $25,000) shall be awarded based 2.5% of Gross Receipts in excess of $7,500,000. The Annual Productivity Reward may not exceed 20% of the Total Compensation to Proposer.

OUTLINE OF PROPOSED COMPENSATION PROPOSAL



Levy Restaurants

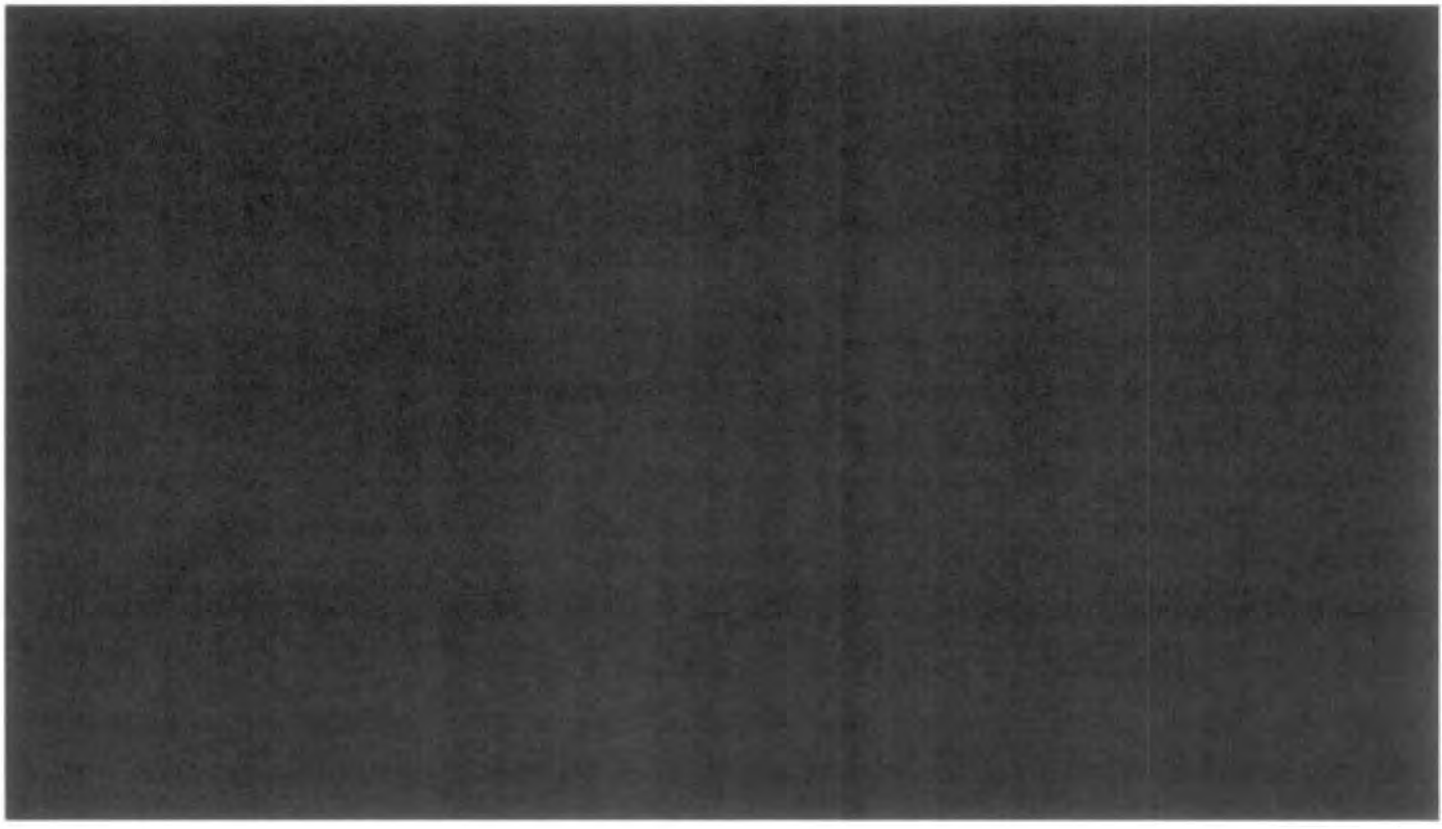
M. CAPITAL INVESTMENT



Levy Restaurants

CAPITAL IMPROVEMENTS PROPOSAL

SECTION 5.12



Levy Restaurants

4 CAPITAL IMPROVEMENTS PROPOSAL

5.12.1

THE PROPOSER WILL BE ASKED TO MAKE A CAPITAL IMPROVEMENT INVESTMENT DURING THE TERM OF THE CONTRACT. THE ACCD HAS CHOSEN TO ALLOW PROPOSERS TO PROVIDE A CAPITAL IMPROVEMENT PLAN. PLEASE PROVIDE US WITH YOUR PROPOSED CAPITAL IMPROVEMENT INVESTMENT FOR THE CONTRACT TERM. A MORE DETAILED DISCUSSION OF CAPITAL IMPROVEMENTS WILL BE CONDUCTED AT THE INTERVIEW, IF PROPOSER IS CHOSEN AS A FINALIST. ALL PROPOSED CAPITAL IMPROVEMENTS ARE SUBJECT TO APPROVAL BY THE CITY.

Levy Restaurants proposes to make a $1,500,000 capital investment during the term of the contract. Our capital improvement plan, which is also outlined on Exhibit C, is as follows:

AUSTIN CONVENTION CENTER
PALMER EVENTS CENTER

EXHIBIT C
CAPITAL INVESTMENT

AREA	BUDGET AMOUNT		
	AUSTIN CONVENTION CENTER	PALMER EVENTS CENTER	TOTAL
Kitchen/Offices			
Millwork/Stainless Steel/Counters/Cabinetry	$ -	$ -	$ -
Leasehold Improvements	$ -	$ -	$ -
Equipment	$ -	$ -	$ -
Smallwares	$ -	$ -	$ -
Rolling Stock/Portables	$ -	$ -	$ -
Kitchen/Offices Sub Total	**$ -**	**$ -**	**$ -**
Concessions/Bars			
Millwork/Stainless Steel/Counters/Cabinetry	$ -	$ -	$ -
Leasehold Improvements	$ 80,000	$ 40,000	$ 120,000
Equipment	$ 180,000	$ 90,000	$ 270,000
Smallwares	$ 20,000	$ 10,000	$ 30,000
Portables	$ 509,122	$ 75,000	$ 584,122
Menu Boards	$ 11,332	$ 5,668	$ 17,000
Concessions/Bars Sub Total	**$ 800,454**	**$ 220,668**	**$ 1,021,122**
Catering			
Millwork/Stainless Steel/Counters/Cabinetry	$ -	$ -	$ -
Leasehold Improvements	$ -	$ -	$ -
Equipment	$ -	$ -	$ -
Smallwares	$ 171,870	$ 42,968	$ 214,838
Portables	$ -	$ -	$ -
Props/Staging	$ 20,000	$ 10,000	$ 30,000
Catering Sub-Total	**$ 191,870**	**$ 52,968**	**$ 244,838**
Miscellaneous			
POS System	$ 74,664	$ 37,332	$ 111,996
Design and Engineering Fees	$ 12,000	$ 6,000	$ 18,000
IT Office Equipment	$ 70,000	$ 5,000	$ 75,000
Transportation Equipment	$ -	$ -	$ -
Uniforms/Uniform Storage Equipment	$ 25,000	$ 4,044	$ 29,044
Contingency	$ -	$ -	$ -
Freight and Installation	$ -	$ -	$ -
Sales Tax EXEMPT	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
Miscellaneous Sub-Total	**$ 181,664**	**$ 52,376**	**$ 234,040**
TOTAL BUDGET	**$ 1,173,988**	**$ 326,012**	**$ 1,500,000**

CLARIFICATIONS:

Existing utilities are sufficent.
Utility connections by others.
Code improvements not included.
Permits not included.

5.12.2

THE CAPITAL INVESTMENT SHOULD BE AMORTIZED OVER FIVE (5) OR TEN (10) YEARS DEPENDING ON INVESTMENT LEVEL.

Levy Restaurants proposes to amortize the capital investment over ten (10) years.

N: PROPOSAL ACCEPTANCE PERIOD

Levy Restaurants agrees to have its proposals valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date.

O: PROPRIETARY INFORMATION

Levy Restaurants is aware that all material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt.

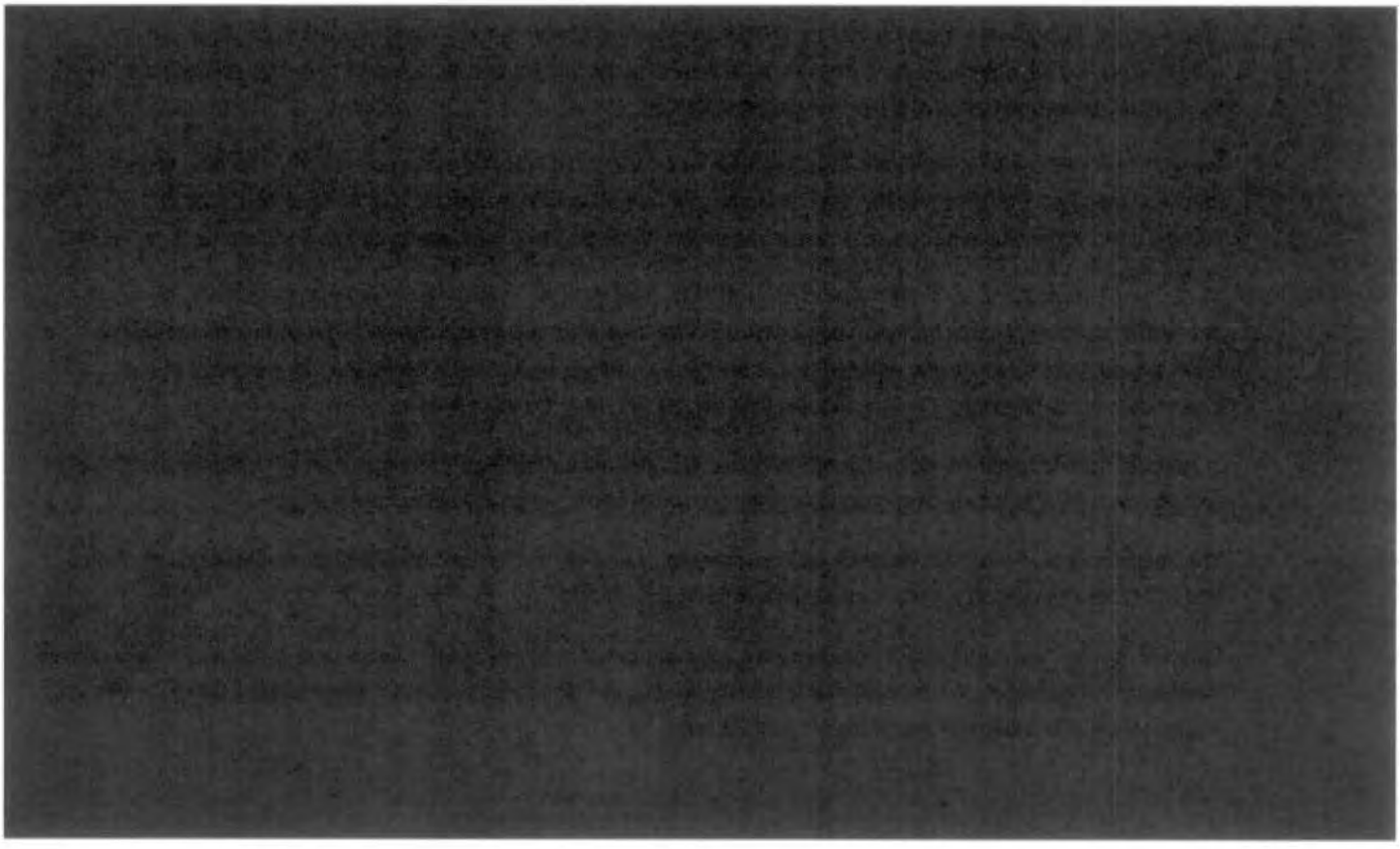
Levy Restaurants

P: EXCEPTIONS

STATE ANY OBJECTIONS OR EXCEPTIONS TO THE TERMS AND CONDITIONS OF THIS RFP INCLUDING THE DRAFT CONCESSION AGREEMENT

We have no exceptions to the terms and conditions of this RFP. Although a draft concession agreement was not included in the RFP, based on our extensive experience drafting and negotiating concession agreements, we do not foresee and problems in finalizing the eventual definitive agreement between Proposer and the City of Austin if we are fortunate enough to be selected.

MBE/WBE PROCUREMENT PROGRAM



Levy Restaurants

2 MBE/WBE PROCUREMENT PROGRAM

We have completed the MBE/WBE Compliance Plan. We have included all correspondence, communication, logs, emails and faxes showing our Good Faith Efforts to create a plan that not only meets our established goals, but exceeds our goals.

The response from firms that we have reached out to has been overwhelmingly positive and while some firms might be able to assist in Austin, we are already in touch with our teams in Houston, Dallas and San Antonio (this is what your program is all about!).

Levy Restaurants' proactive commitment to diversity ensures the involvement and participation of local, small and minority/women owned business enterprises (M/WBE) in the food and beverage operations services for the Austin Convention Center and the Palmer Event Center. The intent is not only to attain the required goal, but to maximize practical participation also.

In order to create a long term and mutually rewarding M/WBE partnership for Levy commits to create participation goals that are realistic and attainable. To accomplish this commitment, Levy proposes to work closely with the SMBR to identify opportunities to the most deserving residents. Levy is committed to creating a sincere and active M/WBE participation in Austin as we have in cities such as Chicago, Orlando, and St. Louis.

It is very important that our day-to-day operation "mirror" the entire Austin community. Levy Restaurants' goal and objective is to leverage the opportunities for M/WBE businesses. This balance creates success both within our organization and the community and ensures us of providing the highest quality food and beverage service possible at the Austin Convention Center and the Palmer Event Center.

We will continue to source employees from agencies that specialize in serving these populations. The food service industry combined with the flexibility of a convention center's scheduling is usually a winning combination in the offering and maintaining employment in areas not usually targeted. Levy Restaurants can give a "helping hand" to the community!

The SMBR can rest assured that from our initial response to your Request for Proposal to the commitments we will make regarding purchasing and employment in the Austin area will be a model in the area. We are proud of our accomplishments nationally and look forward to achieving amazing results in Austin!

Levy has a historic commitment to diversity opportunities and will further that commitment on all decisions to comply with the city's M/WBE policy. Levy will apply every good faith effort to promote equal opportunity.

The importance of this policy cannot be over emphasized. Levy will hire the best qualified firms without discrimination and will expect all subcontractors involved with us to comply likewise.

Levy will develop and participate in management training/support programs that includes local, small and M/WBE owned businesses. The program will be designed to include all required components outlined in the M/WBE policy, as well as, additional areas of focus that would benefit M/WBE firms.

INTRODUCTION

MBE / WBE
COMPLIANCE PLAN

Prepared by
Levy Restaurants
November 28, 2011

SECTIONS

I – VIII

IFB – MBE/WBE COMPLIANCE PLAN

All sections (I-VIII) must be completed and submitted prior to the due date in the solicitation documents

Section I — Project Identification and Goals

Project Name	Catering and Concession Services
Solicitation Number	PAX0105

Project Goals or Subgoals	
MBE	12.8%
African American	NA%
Hispanic American	NA%
Native/Asian American	NA%
WBE	13.8%

Section II — Prime Company Information

Name of Company	Levy Restaurants
Address	980 North Michigan Avenue, Suite 400
City, State Zip	Chicago, Illinois 60611
Phone	(312) 664-8200
Fax	(312) 280-2739
Name of Contact Person	Jeffry S. Wineman, Jr.
Is prime company City certified?	Yes ☐ No ☒ MBE ☐ WBE ☐ MBE/WBE Joint Venture ☐

I certify that the information included in this Compliance Plan is true and complete to the best of my knowledge and belief. I further understand and agree that this Compliance Plan shall become a part of my contract with the City of Austin.

Jeffry S. Wineman, Jr. EVP of Development,
Name and Title of Authorized Representative

Signature

November 28, 2011
Date

For SMBR Use Only:

I have reviewed this compliance plan and found that the Bidder **HAS** ☐ or **HAS NOT** ☐ complied as per the City Code Chapter 2-9C.

Reviewing Counselor _____ Date _____

Director/Assistant Director _____ Date _____

Section III — Compliance Plan Summary

Note:
- **Fill in all the blanks.**
- **For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.**
- **Compliance plans not complying with these requirements shall be rejected as non-responsive.**

Total Base Bid (*if applicable*): $4,400,000

Goals: Proposed Participation		
MBE	$ 660,000	15 %
WBE	$ 660,000	15 %
Non-Certified	$ 3,080,000	70%

SubGoals: Proposed Participation		
African American	$ TBD	TBD%
Hispanic	$ TBD	TBD%
Native/Asian American	$ TBD	TBD%
WBE	$ TBD	TBD%
Non-Certified	$ TBD	TBD %

Bidder's own participation in base bid (less any amount subcontracted):

Amount: $ 0 Percentage: 0 %

Are the stated goals or subgoals of the solicitation met? *(If no, attach documentation of Good Faith Efforts)*

Yes ☐ No ☒ Please see all attached documentation for good faith efforts

For SMBR Use Only:

Verified Goals OR Subgoals:

MBE: _____ % WBE _____ %

African-American _____ %; Hispanic _____%; Native/Asian American_____%; WBE____%

Section IV — Disclosure of MBE and WBE Participation

Duplicate As Needed

Note:

- **Fill in all the blanks.**
- **For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.**
- **Compliance plans not complying with these requirements shall be rejected as non-responsive.**
- **Fill in names of MBE/WBE Certified Firms as registered with the City of Austin.**

Name of MBE/WBE Certified Firm	Daystar Specialty Group
City of Austin Certified	MBE ☐ WBE ☒ Ethnic/Gender Code:
Vendor Code	VC0000102585
Address/ City / State / Zip	19631 Becker Road
Contact Person	Linda Assas Phone #: 832-309-5421
Amount of Subcontract	$600,000.00 14.7 %
Commodity codes/describe services	coffee services and portable concessions

Name of MBE/WBE Certified Firm	Snappy Snacks Mobile Catering
City of Austin Certified	MBE ☒ WBE ☐ Ethnic/Gender Code:
Vendor Code	VCS000018280
Address/ City / State / Zip	15630 Visoin Drive, Pfuserville, TX 78660
Contact Person	Roel Zamerano Phone #: 512-251-6544
Amount of Subcontract	$ 125,000 14.7%
Commodity codes/describe services	mobile catering

Name of MBE/WBE Certified Firm	Wok & Roll
City of Austin Certified	MBE ☒ WBE ☒ Ethnic/Gender Code:
Vendor Code	VC0000103002
Address/ City / State / Zip	3600 Presidential Blvd., #203, Austin, TX 78719
Contact Person	Phone #: 512-731-1288
Amount of Subcontract	$150,000 3.4%
Commodity codes/describe services	Concession services

Name of MBE/WBE Certified Firm	
City of Austin Certified	MBE ☐ WBE ☐ Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Amount of Subcontract	$ %
Commodity codes/describe services	

Section V — Disclosure of Non-Certified Subcontractors

Duplicate As Needed

Note:

- **Fill in all the blanks.**
- **For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.**
- **Compliance plans not complying with these requirements shall be rejected as non-responsive.**
- **Fill in names of Non-Certified Subcontractors as registered with the City of Austin.**

Will non-certified subcontractors/suppliers be used? Yes ☒ No ☐

Subcontractor	Sysco San Antonio
Vendor Code	Unknown
Address/ City / State / Zip	P.O. Box 18364, San Antonio, TX 78218
Contact Person	Amy Small Phone #: 210-444-3490 X 4323
Amount of Subcontract	$ 678,150 15 %
Commodity codes/describe services	n/a
Reason MBE/WBE not used	National purchasing program

Subcontractor	Hardies Fruit and Vegetables South
Vendor Code	Unknown
Address/ City / State / Zip	P.O. Box 613216, Dallas, TX 75261
Contact Person	David McCoy Phone #:512-451-8757
Amount of Subcontract	$206,870 5 %
Commodity codes/describe services	n/a
Reason MBE/WBE not used	National purchasing program

Subcontractor	Pollock Paper Distributors
Vendor Code	Unknown
Address/ City / State / Zip	1 Pollock Place, Grand Prairie, TX 75266
Contact Person	Melissa Williams Phone #: 972-337-3864
Amount of Subcontract	$140,000 2 %
Commodity codes/describe services	n/a
Reason MBE/WBE not used	National purchasing program

Subcontractor	Martin Preferred Foods
Vendor Code	Unknown
Address/ City / State / Zip	P.O. Box 4346, Dept. 170, Houston, TX 77210
Contact Person	Justin Knox Phone #: 713-348-3321
Amount of Subcontract	$ 137,000 3%
Commodity codes/describe services	n/a
Reason MBE/WBE not used	National purchasing program

Section VI Disclosure of Second-Level Subcontractors

Duplicate as Needed

Note:

- **Fill in all the blanks.**
- **For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.**
- **Compliance plans not complying with these requirements shall be rejected as non-responsive.**
- **Fill in names of Second-Level Subcontractors as registered with the City of Austin.**

Second-Level Subcontractor	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Amount of Second-Level Subcontract	$ %
Commodity codes/describe services	
First-Level Subcontractor	

Second-Level Subcontractor	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Amount of Second-Level Subcontract	$ %
Commodity codes/describe services	
First-Level Subcontractor	

Second-Level Subcontractor	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Amount of Second-Level Subcontract	$ %
Commodity codes/describe services	
First-Level Subcontractor	

Second-Level Subcontractor	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Amount of Second-Level Subcontract	$ %
Commodity codes/describe services	
First-Level Subcontractor	

Section VII Disclosure of Primary and Alternate Trucking Subcontractors

Duplicate as Needed

Note:

- **Fill in all the blanks.**
- **For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.**
- ***Compliance Plans* not complying with these requirements shall be rejected as non-responsive.**
- **Fill in the names of Trucking Subcontractors as registered with the City of Austin.**

Primary Trucking Subcontractor	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Amount of Subcontract	$ %
Commodity codes/describe services	

Alternate Trucking Subcontractor	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:

Alternate Trucking Subcontractor	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:

Alternate Trucking Subcontractor	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:

Alternate Trucking Subcontractor	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:

SECTION VIII — MBE/WBE *COMPLIANCE PLAN* CHECK LIST

The MBE/WBE *Compliance Plan* must be completed and submitted by the time specified in the solicitation documents. If the goals or subgoals were not achieved, Good Faith Efforts documentation must be submitted with the MBE/WBE *Compliance Plan.* All questions in Section VIII MUST be completed and submitted with the *Compliance Plan* if goals or subgoals are not met.

1. Were written notices sent to all MBE/WBEs from the Significant Local Business Presence availability list at least five (5) business days prior to the submission of this *Compliance Plan*?

   Yes [x] No [ ]

2. Is documentation of those written notices attached?

   Yes [x] No [ ]

3. Is written documentation of efforts to reach agreements with the MBE/WBEs who responded affirmatively to the Bidder's written notice attached?

   Yes [x] No [ ]

4. Is documentation of other efforts to meet the goals or subgoals attached?

   Yes [x] No [ ]

5. Were additional elements of work identified to achieve the goals or subgoals?

   Yes [x] No [ ]

   If yes, please explain: Background checks, integrity audit shops, pest control, local legal services, grease removal

6. Was SMBR or any other Minority or Women organization contacted for assistance?

   Yes [x] No [ ]

   If yes, complete following:

   Organization: SMBR and others listed on attached correspondence

   Contact Person: Raymond Young

   Date of Contact: November 21, 22 & 23rd

Section VIII – MBE / WBE *Compliance Plan Check List Continued....*

7. Was SMBR contact for Assistance? Yes ☒ No ☐

If yes, complete the following:

Contact Person: Raymond Young

Date of contact: November 21, 22 and 23rd

Summary of Request: Assistance with outreach

8. Were Minority or Women organizations contact for assistance? Yes ☒ No ☐

If yes, complete the following:

Organization(s): Austin Asian-American Chamber of Commerce; Asian Contractor Association, Austin Area Black Contractors Association, Business Investment Grown (BIG Austin), Business Resource Consultants (BRC) (DAS), Capital City African American Chamber of Commerce, Community Mentor Protégé Initiative, U.S. Hispanic Contractors Association (USHCA)

Date of Contact: November 22, 2011

Summary of Request: Outreach assistance and support

9. Is the following documentation attached to support good faith effort requirements to achieve goals or subgoals? *(Documentation is not limited to this list).*

Yes ☒ No ☐ Copy of written solicitation to MVE/WBEs in SLBP area.

Yes ☒ No ☐ Two separate methods of notices sent to MBE/WBEs in SLBP area (fax transmittals, emails and/or phone log)

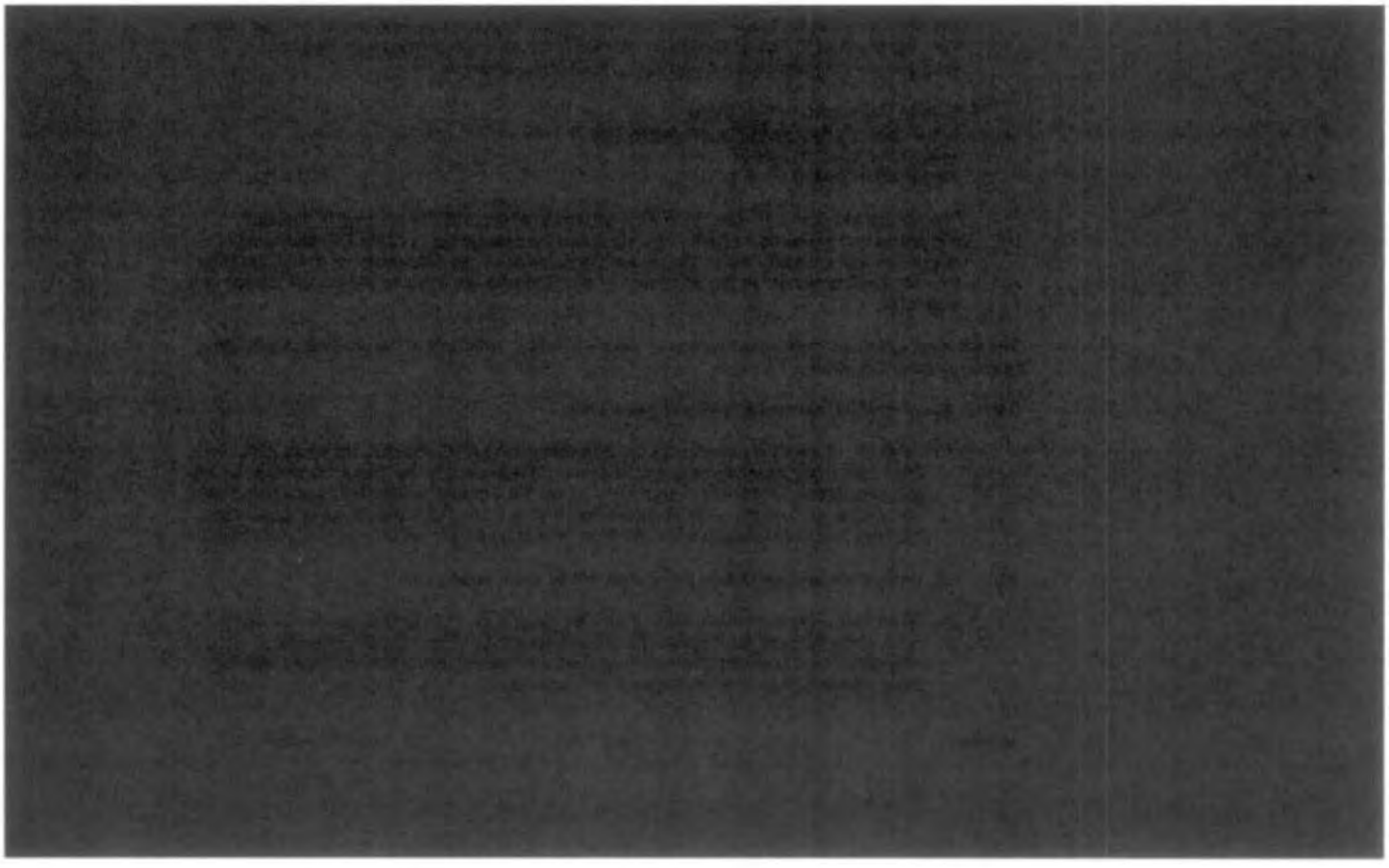
Yes ☒ No ☐ Copy of advertisements

Yes ☒ No ☐ Copy of notices sent to Minority and Women organizations

Yes ☒ No ☐ Documentation that demonstrates efforts made to reach agreements with the MBE/WBEs who responded to Bidder's written notice? (i.e., copy of bids/proposals, spreadsheet breakdown of MBE/WBEs considered follow-up emails/phone logs and/or correspondence between Bidder and interested MBE/WBEs).

2-9A

SIGNED ADDENDUMS



Levy Restaurants

2 SIGNED ADDENDUMS

ADDENDUM
REQUEST FOR PROPOSAL (RFP)
CATERING AND CONCESSION SERVICES
CITY OF AUSTIN, TEXAS

RFP: PAX0105 **Addendum No: 1** **Date of Addendum:** November 9, 2011

This addendum is incorporating the following questions and answers as well as a change to the Authorized Contact Person to the above-referenced RFP.

1.0 **CHANGE TO THE AUTHORIZED CONTACT PERSON**

Effective immediately, the Authorized Contact Person for the above-referenced RFP will change from Sai Xoomsai to Sharon Patterson. Please direct all future contact regarding this solicitation or potential contract information to Sharon Patterson.

Sharon Patterson, Senior Buyer
Email: Sharon.Patterson@austintexas.gov
Telephone: (512) 972-4014
Fax: (512) 972-4015

The No-Contact period for this solicitation remains in effect until a) a contract is awarded, negotiated and executed, or b) the City withdraws the solicitation, or c) the City rejects all responses with a stated intention to reissue the same or similar solicitation, or d) 60 days after the date the City withdraws the solicitation or all responses are rejected without the reissue of a solicitation.

The following questions were posed by one or more Vendors in writing or at the pre-proposal meeting held on October 28, 2011

2.0 (Q) What is the per capita revenue by event type?

(A) Exhibit F, of the RFP provides the per cap data for the ACC and PEC for years 2009, and 2010 based on historic sales and attendance. The per cap is the total sales divided by the total attendance. Pursuant to section 5.4., item 5.4.2 of the Request for Proposal (0500) and section G, item (1) of the Proposal Preparation Instructions (0600), all proposers are required to submit requested data for three similar centers in which they currently operate.

3.0 (Q) What is the average dollars per square foot by event type?

(A) This information is currently not available for the ACCD. Pursuant to section 5.4, item 5.4.2 of the Request for Proposal (0500) and section G, item (1) of the Proposal Preparation Instructions (0600), all proposers are required to submit requested data for three similar centers in which they currently operate.

4.0 (Q) Section 0500, item 5.4.1 stated that the Proposer's firm is required to submit financial reports for the preceding five years. However, Section 0600, item G.2 stated three years requirement. What is the correct number of years?

(A) Proposers are required to submit financial reports for the preceding 3 years.

5.0 (Q) Do all five (5) references have to be from a Convention Center?

(A) Pursuant to Request for Proposal (0500) section 5.2, item 5.2.1, three of the five references should be specific to convention center operations outside the Austin metropolitan area.

6.0 (Q) Can the City provide the current management-fee cost structure?

(A) The current fee structure is based on a periodic fixed fee of $39,722.00 per accounting month.

7.0 (Q) Under Section III - Compliance Plan Summary, how does the City define "Total Base Bid"? Is it based on cost, expenses, revenue generated, or what is it?

(A) The percentage of operational procurements or future capital investment obtained from M/WBEs and non-M/WBEs are based on the total expenditures for all non-fixed operation expenses and cost of goods.

8.0 (Q) Can the City provide the last 12 months of the current contractor MBE/WBE compliance results?

(A) Attached are the sub-contractor MBE/WBE usage summary reports for fiscal years 2008-2009, 2009-2010, and 2010-2011 for the Austin Convention Center and Palmer Event Center. Reference the PDF file labeled "Addendum 1_Attachment 1".

9.0 (Q) How does the City determine MBE/WBE percentage? Is the percentage based on revenues, expenses, or profits?

(A) Goals for MBE, WBE and DBE participation differ from contract to contract, and are based on the type of contract, the availability of MBEs, WBEs & DBEs to perform the functions of the contract, and other factors. The percentage of operational procurements or future capital investment obtained from M/WBEs and non-M/WBEs are based on the total expenditures for all non-fixed operation expenses and cost of goods. For further clarity on this question please contact Raymond Young (DSMBR) at 974-9183.

10.0 (Q) Can the City provide Aramark's (the current Contractor) current healthcare benefit plan?

(A) This information is not available. The City of Austin does not dictate who funds the plan, but Health benefits have to be offered to the employees. Reference Item 7 of Section 0400, Supplemental Purchase Provisions.

11.0 (Q) Will the cost of healthcare be included as an allowable expense under "Operating Expenses"

(A) Yes.

12.0 (Q) Under allowable expenses, is depreciation of any equipment investment an allowable expense? Is this the same cost structure as now?

4 SIGNED ADDENDUMS

(A) Under the current agreement, depreciation of the equipment investment is an allowable operating expense.

13.0 (Q) What information is used to evaluate/calculate the Productivity Reward of the current contract? Can the City provide copies of the Productivity Reward for the past 2-3 years?

(A) The current Contractor's eligibility for a Productivity Reward disbursement is based on customer survey responses about Center services delivered for the Accounting Year. Attached are copies of the Productivity Award for the past two years. Reference the PDF file labeled "Addendum 1_Attachment 1"

14.0 (Q) Can a report, detailing the expense portion of the published P&L's, be sent out to identify all the allowable expenses?

(A) Reports are attached. Reference the PDF file labeled "Addendum 1_Attachment 1"

15.0 (Q) How many concession stands does the Austin Convention Center have?

(A) Four permanent stands with six serviceable areas.

16.0 (Q) What is the current Service Charge on Food and Beverage?

(A) 20%

17.0 (Q) What portion of the Service Charge is paid out to the staff and to which staff?

(A) None of the service charge is paid out to staff.

18.0 (Q) Are there any additional charges to the Food and Beverage Department other than what has been shown on the Financial Statements such as Utility Charges, etc.?

(A) The current statement of operations outlines current categories that are allowable expenses, but the City of Austin reserves the right to change and or modify any additional charges to the catering and concessions operation.

19.0 (Q) Is there a distinction between the information required to be submitted in the Marking and Sales Approach section of the RFP described in 5.5.1, 5.5.2, 5.5.4 and the content requirements described in 5.5.7, 5.5.8, 5.5.9 and 5.5.10 of the Section 0500 Scope of Work ? These two sections appear to be asking for the same information. If there is a distinction between the information required, will you please be more specific as to what each section requires?

(A) There is no distinction between this information. Proposers should incorporate the information of 5.5.8 as part of the response to 5.5.1, 5.5.10 as part of the response to 5.5.2, and 5.5.7 as part of the response to 5.5.4. Item 5.5.9 allows the Proposer to propose a creative solution in their proposal for Sales and Marketing.

20.0 (Q) Will you consider extending the due date until December 14?

(A) Currently, there are no plans to extend the due date of the Proposals. The PROPOSAL CLOSING TIME AND DATE is 3:00 p.m. (CST) November 30, 2011.

21.0 (Q) Item 5.2.1 requires three references be specific to convention center operations outside of the Austin metropolitan area. Will we be disqualified if we do not operate three convention centers?

(A) Pursuant to section 5.0 of the Request for Proposal (0500) all proposers are required to submit required submittals for all requirements outlined in the RFP. Failure to submit the data for any sections could result in the proposal being deemed unresponsive.

22.0 (Q) Related item 5.4.1, will we be disqualified if we do not have financial reports from and independent CPA?

(A) Pursuant to section 5.0 of the Request for Proposal (0500) all proposers are required to submit required submittals for all requirements outlined in the documents. Failure to submit the data for any sections could result in the proposal being deemed unresponsive.

23.0 (Q) Can a detail report of the expense portion of the published P&Ls be sent out to identify all the allowable expenses?

(A) The reports are attached to this Addendum 1. Reference the PDF file labeled "Addendum 1_Attachment 1"

24.0 (Q) Can the monthly MBE/WBE compliance forms be sent out to see how this process is currently being executed?

(A) Reports are attached and included in Addendum 1. Reference the PDF file labeled "Addendum 1_Attachment 1"

25.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY: Sharon Patterson — Sharon Patterson, Senior Buyer, Purchasing Office — 11/9/11 Date

ACKNOWLEDGED BY:

Levy Restaurants — Vendor Name

Authorized Signature — 11/9/11 Date

RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your bid. Failure to do so may constitute grounds for rejection of your offer.

6 SIGNED ADDENDUMS

ADDENDUM
REQUEST FOR PROPOSAL (RFP)
CATERING AND CONCESSION SERVICES
CITY OF AUSTIN, TEXAS

RFP: PAX0105 **Addendum No: 2** **Date of Addendum:** November 9, 2011

This addendum is incorporating the following clarification of Addendum 1 to the above-referenced RFP.

1.0 To clarify question 15 of Addendum 1: "How many concession stands does the Austin Convention Center have?"

The Convention Center has four permanent stands with six serviceable areas and the Palmer Events Center has two permanent stands with three serviceable areas.

The following questions(s) were posed by one or more Vendors in writing.

2.0 (Q) In Addendum 1, question 6, you state the "fixed fee" is currently $39,722 per accounting month. However, in exhibits G and H, the 2009 and 2010 Historic P&Ls indicate a total $400,000 for each year. Why is the current "fixed fee" different than the historical?

(A) At the end of Fiscal Year 2011, there was an adjustment to the Management Fee based on the CPI. Prior to the adjustment, the "fixed fee" was $33,334 per Accounting Month.

3.0 (Q) Where is the attachment to Addendum 1?

(A) The attachment was loaded as a separate attachment. Reference the PDF file labeled "Addendum 1_Attachment 1".

4.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY: Sharon Patterson — 11/9/11
Sharon Patterson, Senior Buyer, Purchasing Office — Date

ACKNOWLEDGED BY:

Levy Restaurants — 11/9/11
Vendor Name — Authorized Signature — Date

RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your bid.
Failure to do so may constitute grounds for rejection of your offer.

8 SIGNED ADDENDUMS

ADDENDUM
REQUEST FOR PROPOSAL (RFP)
CATERING AND CONCESSION SERVICES
CITY OF AUSTIN, TEXAS

RFP: PAX0105 **Addendum No:** 3 **Date of Addendum:** November 15, 2011

This addendum is incorporating the following clarifications to the above-referenced RFP.

1.0 The period for questions will expire at 3:00 P.M. (CST), Wednesday, November 16, 2011. Questions received after 3:00 P.M. (CST), Wednesday, November 16, 2011 will not be answered.

2.0 As a reminder, when submitting a sealed Proposal and Compliance Plan, use the proper address for the type of service desired, as shown below. Proposals (including Compliance Plans) that are not submitted in a sealed envelope or container will not be accepted.

SUBMIT 1 ORIGINAL AND 7 SIGNED COPIES OF PROPOSAL

P.O. Address for US Mail	**Street Address for Hand Delivery or Courier Service**
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P.O. Box 1088	124 W 8th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

The following questions were posed by one or more Vendors in writing.

3.0 (Q) Will you consider extending the due date until December 14?

(A) The PROPOSAL CLOSING TIME AND DATE will remain unchanged and is scheduled for 3:00 p.m. (CST) November 30, 2011. Changing the proposal due date and time would prevent the City from meeting its deadline to have a new contract negotiated, authorized, and executed with enough time for a transition period, prior to the expiration of the current contract.

4.0 (Q) Are all employees, including those classified as full-time, part-time and/or seasonal offered health insurance with optional family coverage or is there an eligibility requirement needed to qualify for health care offerings such as minimum number of hours worked needed to qualify and stay eligible?

(A) The Living Wage Provision applies to employees who are directly assigned to the contract. The Living Wage Provision can be found in Item 7 of Section 0400, Supplemental Purchase Provisions.

5.0 (Q) Will a list of the current MBE/WBE suppliers be shared with the bidders?

(A) In the document titled "RFP PAX0105 Attachment 1 MBE WBE Procurement Program Compliance Plan" is an availability list of current certified MBE/WBE suppliers. For additional assistance in identifying MBE/WBE suppliers, you may contact Raymond Young in the Small and Minority Business Resources Department (SMBRD) at 974-9183.

6.0 (Q) What is the Current unamortized capital that will be required to be part of the investment?

(A) As of Sept. 30, 2011, the current capital investment is fully amortized.

7.0 (Q) Is there a Scope of Work for the proposed POS system as part of the capital investment?

(A) There is no current Scope of Work for the proposed POS system. Reference Item 5.4.4 of Section 0500, Scope of Work. ACCD would like Proposers to propose a solution for a POS system at ACCD.

8.0 (Q) Can you confirm whether or not there are any hood systems in the concession stands at either the Austin Convention Center and/or the Palmer Event Center?

(A) There are no hoods in either the ACCD or PEC concession stands.

9.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY: Sharon Patterson — 11/15/11

Sharon Patterson, Senior Buyer
Purchasing Office

Date

ACKNOWLEDGED BY:

Levy Restaurants — [signature] — 11/15/11

Vendor Name — Authorized Signature — Date

RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your bid. Failure to do so may constitute grounds for rejection of your offer.

10 SIGNED ADDENDUMS

ADDENDUM
REQUEST FOR PROPOSAL (RFP)
CATERING AND CONCESSION SERVICES
CITY OF AUSTIN, TEXAS

RFP: PAX0105 **Addendum No:** 4 **Date of Addendum:** November 17, 2011

The following questions were posed by one or more Vendors in writing.

1.0 (Q) Can you provide a breakdown of the sales by concession versus catering for the last three years? If possible, please provide the information for each of the two venues separately.

(A) The attached sales statements provide a breakdown of the sales by concession versus catering for the last two (2) fiscal periods; each venue is segregated for viewing. Reference the PDF files labeled "Addendum 4_Attachment 1" and "Addendum 4_Attachment 2".

2.0 (Q) Can you please provide the historical revenue generated through the vending machines?

(A) The attached sales statements provide a breakdown of the revenue generated for vending machine sales for the last two (2) fiscal periods; each venue is segregated for viewing. Reference the PDF files labeled "Addendum 4_Attachment 1" and "Addendum 4_Attachment 2".

3.0 (Q) In section 0600, under J. Qualifications of General Manger and Executive Chef and Personnel, can you provide specific detail of the proposal content requirement for item 5?

(A) The Proposer should demonstrate in their proposal the General Manager, Executive Chef, and Personnel qualifications. Include resumes, experiences in operations similar in size and scope, performance record, and any other criteria or documentation which the Proposer feels best demonstrates the qualifications of the General Manager, Executive Chef, and Personnel. Reference Item J of Section 0600 and item 5 of Section 0500 for additional proposal content requirements.

4.0 (Q) How many points of sale are there currently in the permanent concessions stands at the Convention Center and Palmer Events Center?

(A) There are no permanent point-of-sales systems in the concessions stands at the Austin Convention Center or Palmer Events Center.

5.0 (Q) In that a POS system is one of the items expected in the capital investment plan, what is your estimation of the optimum number of registers for the Convention Center and the Palmer Events Center?

(A) The number of systems varies according to the size of the event, the amount of inventory displayed, etc. Proposer should utilize their subject matter expertise to determine the recommended mix of POS systems that will be required to deliver optimal customer service.

6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY: Sharon Patterson — 11/17/11
Sharon Patterson, Senior Buyer, Purchasing Office — Date

ACKNOWLEDGED BY:

Levy Restaurants — [signature] — 11/17/11
Vendor Name — Authorized Signature — Date

RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your bid. Failure to do so may constitute grounds for rejection of your offer.

RH

Appendix A

IFB – MBE/WBE COMPLIANCE PLAN

All sections (I-VIII) must be completed and submitted prior to the due date in the solicitation documents

Section I — Project Identification and Goals

Project Name	Catering and Concession Services
Solicitation Number	PAX0105

Project Goals or Subgoals	
MBE	12.8%
African American	NA%
Hispanic American	NA%
Native/Asian American	NA%
WBE	13.8%

Section II — Prime Company Information

Name of Company	Levy Restaurants
Address	980 North Michigan Avenue, Suite 400
City, State Zip	Chicago, Illinois 60611
Phone	(312) 664-8200
Fax	(312) 280-2739
Name of Contact Person	Jeffry S. Wineman, Jr.
Is prime company City certified?	Yes ☐ No ☒ MBE ☐ WBE ☐ MBE/WBE Joint Venture ☐

I certify that the information included in this Compliance Plan is true and complete to the best of my knowledge and belief. I further understand and agree that this Compliance Plan shall become a part of my contract with the City of Austin.

Jeffry S. Wineman, Jr. EVP & Development,
Name and Title of Authorized Representative

Signature **Date** November 28, 2011

For SMBR Use Only:

I have reviewed this compliance plan and found that the Bidder **HAS** ☒ or **HAS NOT** ☐ complied as per the City Code Chapter 2-9C.

Reviewing Counselor Raymond M. Young Date December 7, 2011

Director/Assistant Director Amelia D. Date 12/8/2011

Clarification

Appendix A

Section III — Compliance Plan Summary

Note:
- **Fill in all the blanks.**
- **For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.**
- **Compliance plans not complying with these requirements shall be rejected as non-responsive.**

Total Base Bid (if applicable): $4,400,000

Goals: Proposed Participation		
MBE	$ 600,000	13.7 %
WBE	$ 275,000	6.3 %
Non-Certified	$ 3,525,000	80 %

SubGoals: Proposed Participation		
African American	$ TBD	TBD %
Hispanic	$ TBD	TBD %
Native/Asian American	$ TBD	TBD %
WBE	$ TBD	TBD %
Non-Certified	$ TBD	TBD %

Bidder's own participation in base bid (less any amount subcontracted):

Amount: $ 0 **Percentage:** 0 %

Are the stated goals or subgoals of the solicitation met? *(If no, attach documentation of Good Faith Efforts)*

Yes ☐ No ■ Please see all attached documentation for good faith efforts.

For SMBR Use Only:

Verified Goals OR Subgoals:

MBE _____ % WBE _____ %

African-American _____ %; Hispanic _____%; Native/Asian American_____%; WBE_____%

Section III — Compliance Plan Summary

Note:
- **Fill in all the blanks.**
- **For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.**
- **Compliance plans not complying with these requirements shall be rejected as non-responsive.**

Total Base Bid (*if applicable*): $4,400,000

Goals: Proposed Participation		
MBE	$ 660,000	15 %
WBE	$ 660,000	15 %
Non-Certified	$ 3,080,000	70%

SubGoals: Proposed Participation		
African American	$ TBD	TBD%
Hispanic	$ TBD	TBD%
Native/Asian American	$ TBD	TBD%
WBE	$ TBD	TBD%
Non-Certified	$ TBD	TBD %

Bidder's own participation in base bid (less any amount subcontracted):

Amount: $ 0 **Percentage:** 0 %

Are the stated goals or subgoals of the solicitation met? *(If no, attach documentation of Good Faith Efforts)*

Yes ☐ No ☒ Please see all attached documentation for good faith efforts

For SMBR Use Only:

Verified Goals OR Subgoals:

MBE _____ % WBE _____ %

African-American _____ %; Hispanic _____%; Native/Asian American_____%; WBE____%

Section IV — Disclosure of MBE and WBE Participation

Duplicate As Needed

Note:

- **Fill in all the blanks.**
- **For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.**
- **Compliance plans not complying with these requirements shall be rejected as non-responsive.**
- **Fill in names of MBE/WBE Certified Firms as registered with the City of Austin.**

Name of MBE/WBE Certified Firm	Daystar Specialty Group
City of Austin Certified	MBE ☐ WBE ☒ Ethnic/Gender Code:
Vendor Code	VC0000102585
Address/ City / State / Zip	19631 Becker Road
Contact Person	Linda Assas Phone #: 832-309-5421
Amount of Subcontract	$600,000.00 14.7 %
Commodity codes/describe services	coffee services and portable concessions

Name of MBE/WBE Certified Firm	Snappy Snacks Mobile Catering
City of Austin Certified	MBE ☒ WBE ☐ Ethnic/Gender Code:
Vendor Code	VCS000018280
Address/ City / State / Zip	15630 Visoin Drive, Pfuserville, TX 78660
Contact Person	Roel Zamerano Phone #: 512-251-6544
Amount of Subcontract	$ 125,000 ~~14.7%~~ 2.90%
Commodity codes/describe services	mobile catering

Name of MBE/WBE Certified Firm	Wok & Roll
City of Austin Certified	MBE ☒ WBE ☒ Ethnic/Gender Code:
Vendor Code	VC0000103002
Address/ City / State / Zip	3600 Presidential Blvd., #203, Austin, TX 78719
Contact Person	Phone #: 512-731-1288
Amount of Subcontract	$150,000 3.4%
Commodity codes/describe services	Concession services

Name of MBE/WBE Certified Firm	
City of Austin Certified	MBE ☐ WBE ☐ Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Amount of Subcontract	$ %
Commodity codes/describe services	

Section V — Disclosure of Non-Certified Subcontractors

Duplicate As Needed

Note:

- **Fill in all the blanks.**
- **For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.**
- **Compliance plans not complying with these requirements shall be rejected as non-responsive.**
- **Fill in names of Non-Certified Subcontractors as registered with the City of Austin.**

Will non-certified subcontractors/suppliers be used? Yes ☒ No ☐

Subcontractor	Sysco San Antonio
Vendor Code	Unknown
Address/ City / State / Zip	P.O. Box 18364, San Antonio, TX 78218
Contact Person	Amy Small Phone #: 210-444-3490 X 4323
Amount of Subcontract	$678,150 15 %
Commodity codes/describe services	n/a
Reason MBE/WBE not used	National purchasing program

Subcontractor	Hardies Fruit and Vegetables South
Vendor Code	Unknown
Address/ City / State / Zip	P.O. Box 613216, Dallas, TX 75261
Contact Person	David McCoy Phone #:512-451-8757
Amount of Subcontract	$206,870 5 %
Commodity codes/describe services	n/a
Reason MBE/WBE not used	National purchasing program

Subcontractor	Pollock Paper Distributors
Vendor Code	Unknown
Address/ City / State / Zip	1 Pollock Place, Grand Prairie, TX 75266
Contact Person	Melissa Williams Phone #: 972-337-3864
Amount of Subcontract	$140,000 3 %
Commodity codes/describe services	n/a
Reason MBE/WBE not used	National purchasing program

Subcontractor	Martin Preferred Foods
Vendor Code	Unknown
Address/ City / State / Zip	P.O. Box 4346, Dept. 170, Houston, TX 77210
Contact Person	Justin Knox Phone #: 713-348-3321
Amount of Subcontract	$137,000 3%
Commodity codes/describe services	n/a
Reason MBE/WBE not used	National purchasing program

Section VI Disclosure of Second-Level Subcontractors

Duplicate as Needed

Note:

- **Fill in all the blanks.**
- **For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.**
- **Compliance plans not complying with these requirements shall be rejected as non-responsive.**
- **Fill in names of Second-Level Subcontractors as registered with the City of Austin.**

Second-Level Subcontractor	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Amount of Second-Level Subcontract	$ %
Commodity codes/describe services	
First-Level Subcontractor	

Second-Level Subcontractor	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Amount of Second-Level Subcontract	$ %
Commodity codes/describe services	
First-Level Subcontractor	

Second-Level Subcontractor	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Amount of Second-Level Subcontract	$ %
Commodity codes/describe services	
First-Level Subcontractor	

Second-Level Subcontractor	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Amount of Second-Level Subcontract	$ %
Commodity codes/describe services	
First-Level Subcontractor	

Section VII Disclosure of Primary and Alternate Trucking Subcontractors

Duplicate as Needed

Note:

- **Fill in all the blanks.**
- **For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.**
- ***Compliance Plans* not complying with these requirements shall be rejected as non-responsive.**
- **Fill in the names of Trucking Subcontractors as registered with the City of Austin.**

Primary Trucking Subcontractor	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Amount of Subcontract	$ %
Commodity codes/describe services	

Alternate Trucking Subcontractor	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:

Alternate Trucking Subcontractor	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:

Alternate Trucking Subcontractor	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:

Alternate Trucking Subcontractor	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:

SECTION VIII — MBE/WBE *COMPLIANCE PLAN* CHECK LIST

The MBE/WBE *Compliance Plan* must be completed and submitted by the time specified in the solicitation documents. If the goals or subgoals were not achieved, Good Faith Efforts documentation must be submitted with the MBE/WBE *Compliance Plan.* All questions in Section VIII MUST be completed and submitted with the *Compliance Plan* if goals or subgoals are not met.

1. Were written notices sent to all MBE/WBEs from the Significant Local Business Presence availability list at least five (5) business days prior to the submission of this *Compliance Plan*?

   Yes [x] No [ ]

2. Is documentation of those written notices attached?

   Yes [x] No [ ]

3. Is written documentation of efforts to reach agreements with the MBE/WBEs who responded affirmatively to the Bidder's written notice attached?

   Yes [x] No [ ]

4. Is documentation of other efforts to meet the goals or subgoals attached?

   Yes [x] No [ ]

5. Were additional elements of work identified to achieve the goals or subgoals?

   Yes [x] No [ ]

   If yes, please explain: Background checks, integrity audit shops, pest control, local legal services, grease removal

6. Was SMBR or any other Minority or Women organization contacted for assistance?

   Yes [x] No [ ]

   If yes, complete following:

   Organization: SMBR and others listed on attached correspondence

   Contact Person: Raymond Young

   Date of Contact: November 21, 22 & 23rd

Section VIII – MBE / WBE *Compliance Plan Check List Continued....*

7. Was SMBR contact for Assistance? Yes ☒ No ☐

If yes, complete the following:

Contact Person: Raymond Young

Date of contact: November 21, 22 and 23rd

Summary of Request: Assistance with outreach

8. Were Minority or Women organizations contact for assistance? Yes ☒ No ☐

If yes, complete the following:

Organization(s): Austin Asian-American Chamber of Commerce; Asian Contractor Association, Austin Area Black Contractors Association, Business Investment Grown (BIG Austin), Business Resource Consultants (BRC) (DAS), Capital City African American Chamber of Commerce, Community Mentor Protégé Initiative, U.S. Hispanic Contractors Association (USHCA)

Date of Contact: November 22, 2011

Summary of Request: Outreach assistance and support

9. Is the following documentation attached to support good faith effort requirements to achieve goals or subgoals? *(Documentation is not limited to this list).*

Yes ☒ No ☐ Copy of written solicitation to MVE/WBEs in SLBP area.

Yes ☒ No ☐ Two separate methods of notices sent to MBE/WBEs in SLBP area (fax transmittals, emails and/or phone log).

Yes ☒ No ☐ Copy of advertisements

Yes ☒ No ☐ Copy of notices sent to Minority and Women organizations

Yes ☒ No ☐ Documentation that demonstrates efforts made to reach agreements with the MBE/WBEs who responded to Bidder's written notice? (i.e., copy of bids/proposals, spreadsheet breakdown of MBE/WBEs considered follow-up emails/phone logs and/or correspondence between Bidder and interested MBE/WBEs).

2-9A

M E M O R A N D U M

City of Austin
Financial Services Department
Purchasing Office

DATE: August 9, 2012

TO: Memo to File

FROM: Sharon Patterson, Senior Buyer

RE: NA120000154

NA1200000154 will have a start date of 10/1/12 and will expire in 10 years. The Bond Council has ruled that this Contract cannot be in effect longer than the 10-year period. However, a period of transition is required so that operations of catering and concessions can transfer from Aramark (incumbent) to Levy Restaurants (new Contractor). To address this transition period and meet the requirements of the Bonds, an Interim Contract was created so that Levy Restaurants can be on ACCD property and begin work. The Contract does not have an MA number assigned to it as there is not payment or receipt of funds from either party. The Interim Contract is effective from 07/30/12 to 10/1/12. For reference, a copy of this Interim Contract will be retained with the long-term contract file, MA NA120000154.

CONTRACT BETWEEN THE CITY OF AUSTIN
AND
LEVY PREMIUM FOODSERVICE L.L.C.
FOR
TRANSITION SERVICES FOR AUSTIN CONVENTION CENTER

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Levy Premium Foodservice, L.L.C. ("Contractor"), having offices at 980 North Michigan Avenue, Ste. 400, Chicago, IL 60611.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Contractor**. Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports.

1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Cindy van Rensburg; Phone: 312-208-1161; Email: cvanrensburg@levyrestaurants.com. The City's Contract Manager for the engagement shall be Van Jobe; 512-404-4047; Email: van.jobe@austintexas.gov. The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

SECTION 2. SCOPE OF WORK

2.1 **Background.** Contractor and City entered into a Catering and Concession Services Agreement, dated July 30, 2012 (the "Agreement"). Pursuant to the Agreement Contractor will begin providing Catering and Concession Services to the Austin Convention Center and Palmer Events Center on October 1, 2012. In order for Contractor to be ready to assume these obligations, a transition period is necessary to allow Contractor to come onto City premises to conduct pre-opening operations. Any defined terms used in this Contract shall have the same meaning as in the Agreement.

2.2 **Contractor's Obligations.** The Contractor shall fully and timely provide all deliverables described herein in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations. During the term of this Contract, Contractor shall be required to provide the following and any other tasks reasonably required by the City to position Contractor to assume the Catering and Concession Operations:

2.2.1 A staffing plan and compensation package for review and approval by the Director or his designee by September 1, 2012.

2.2.2 Set up the Catering and Concession bank account on behalf of the City and provide verification of such account by September 14, 2012.

2.2.3 Obtain a liquor license and provide verification to the City by September 28, 2012.

2.2.4 Install the financial and inventory systems and provide acceptance/beta testing by September 14, 2012, with the assistance of the Convention Center, to ensure that the system(s) will be operable on October 1, 2012.

2.2.5 Recruit, hire, and train personnel on the following prior to employee's start date:

- Safety
- Customer complaints
- TABC certification
- Job Specific Duties

SECTION 3. CITY'S OBLIGATIONS

3.1 Access and Parking. Subject to the Center's security policies, the City shall provide Contractor with access to the Center. The City shall provide Contractor four (4) parking spaces during the period of August 1, 2012 through August 31, 2012 and eight (8) parking spaces during the period of September 1, 2012 through September 30, 2012. These parking spaces shall be free of charge to Contractor.

3.2 Office Space. City shall provide Contractor with the following accommodations and equipment during the term of this Contract:

August 1st – August 31st. One (1) large room to accommodate four (4) work stations to include either a desk and chair for each work station or other furniture that can fill in as a work station. The room shall include HVAC, internet service with four (4) connections, one (1) printer, one (1) copier, and two (2) landlines.

September 1st – September 30th. Three (3) large rooms to accommodate four (4) work stations in each with either desk and chair or other furniture that can fill in, along with each room having four (4) internet connections and two (2) landlines. In only one of the rooms, the City shall provide one (1) copier and one (1) printer that can be shared. The three different meeting areas shall be broken out among the disciplines as follows:

- Culinary/Purchasing
- Sales/Marketing
- Operations/Human Resources

3.3 Job Fair. During the period of September 10 – 14th, the City shall provide Contractor with six (6) 8' tables with three (3) chairs at each table for filling out applications and interviewing.

3.4 Orientation and Training. During the period of September 17th - 21st, the City shall provide Contractor with a room that can accommodate up to thirty (30) people and shall be configured in classroom style.

3.5 Cooperation. The City shall reasonably cooperate with all transition matters in order to ensure a smooth opening on October 1, 2012.

SECTION 4. TERM AND TERMINATION

4.1 **Term of Contract.** This Contract shall become effective on the date executed by the City ("Effective Date") and shall remain in effect until September 30, 2012.

SECTION 5. OTHER DELIVERABLES

5. Insurance. The following insurance requirements apply. Failure to obtain or maintain any of the following insurance requirements is a material breach and is grounds for terminating this Contract.

5.1 General Requirements

5.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract; the costs of which shall be deemed Direct Operating Costs.

5.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Contract execution and within fourteen (14) calendar days after written request from the City.

5.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

5.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

5.1.5 The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

5.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

5.1.7 All endorsements naming the City as additional insured, and waivers as well as the Certificate of Insurance shall contain the Contractor's email address, and shall be mailed to the following address:

City of Austin
Purchasing Office
P. O. Box 1088
Austin, Texas 78767

5.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable. Any insurance coverage (additional insured or otherwise) that Contractor provides for the City shall only cover insured liability assumed by Contractor in this Contract; such insurance coverage shall not otherwise cover liability in connection with or arising out of the wrongful or negligent acts or omissions of the City.

5.1.9 If insurance policies are not written for amounts specified, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

5.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

5.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

5.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

5.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

5.1.14 The Contractor shall provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

5.2 Specific Coverage Requirements. The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

5.2.1 Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are $500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

5.2.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project

5.2.1.2 Contractors/Subcontracted Work

5.2.1.3 Products/Completed Operations Liability for the duration of the warranty period

5.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

5.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

5..2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

5.2.2 Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are $250,000 bodily injury per person,

$500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident. The policy shall contain the following endorsements:

5.2.2.1 Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage

5.2.2.2 Thirty (30) calendar days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage.

5.2.2.3 The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage

5.2.3 Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are $100,000 bodily injury each accident, $500,000 bodily injury by disease policy limit and $100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

5.2.3.1 The Contractor's policy shall apply to the State of Texas

5.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage

5.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC 420601, or equivalent coverage.

5.3 **Equal Opportunity.**

5.3.1 **Equal Employment Opportunity.** No Contractor or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit A. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.3.2 **Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

SECTION 6. MISCELLANEOUS

6.1 **Place and Condition of Work.** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

6.2 **Workforce.**

6.2.1 The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

6.2.2 The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:

6.2.2.1 use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract.

6.2.2.2 use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

6.2.3 If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

6.3 **Compliance with Health, Safety, and Environmental Regulations.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

6.4 **Indemnity.**

6.4.1 Definitions:

6.4.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

6.4.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

6.4.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

6.4.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

6.4.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCID ENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE

PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

6.5 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform hereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

6.6 **Confidentiality.** In order to provide the deliverables pursuant to this Contract, each party may require access to certain of the other party's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the disclosing party or its licensors consider confidential) (collectively, "Confidential Information"). Both parties acknowledge and agree that the Confidential Information is the valuable property of the disclosing party and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the disclosing party and/or its licensors. Each party (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the other party or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the receiving party promptly notifies the disclosing party before disclosing such information so as to permit the disclosing party reasonable time to seek an appropriate protective order. Each party agrees to use protective measures no less stringent than a party uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

6.7 **Advertising.** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

6.8 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

6.9 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

6.10 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer

or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

6.11 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

6.12 **Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

6.13 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

6.14 **Modifications.** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

6.15 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

6.16 **Dispute Resolution.**

6.16.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

6.16.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on

the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

6.17 **Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program.** All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

6.18 **Subcontractors.** There will be no subcontracting for this Contract.

6.19 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

6.20 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

6.21 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

6.22 **Non-Suspension or Debarment Certification.** The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a contract with the City, the Contractor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

6.23 **Incorporation of Documents.** **Section 0100, Standard Purchase Definitions**, is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address: www.austintexas.gov/purchase/standard.htm.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

Levy Premium Foodservice, L.L.C.

By: MPR
Signature

Name: Michael T. Perlberg
Printed Name

Title: Secretary and Manager

Date: August 1, 2012

City of Austin

By: Sharon Patterson
Signature

Name: Sharon Patterson
Printed Name

Title: Senior Buyer

Date: August 1, 2012

Exhibit A
City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

(B) (1) Not to engage in any discriminatory employment practice defined in this chapter.

(2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.

(3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.

(4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.

(5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.

(6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

(7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:
Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:
The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 1st day of August, 2012

CONTRACTOR Levy Premium Foodservice, L.L.C.

Authorized Signature

Title Secretary and Manager

CITY OF AUSTIN
PURCHASING OFFICE
REFERENCE SHEET

Please Complete and Return This Form with the Offer

Solicitation Number: RFP 8200 PAX0105

Offeror's Name: Levy Premium Foodservice, L.L.C Date: Nov 30, 2011

The Offeror shall furnish, with the Offer, the following information, for at least 5 recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

To add additional references to this form, click the Add Reference Button. ========> Add Reference

Company's Name	Boston Convention & Exhibition Center				
Name of Contact	Kenneth Sinkiewicz	Contact Title	Deputy Director		
Present Address	415 Summer Street				
City	Boston	State	Massachusetts	Zip Code	02210
Telephone Number	(617) 954-2175	FAX Number	(617) 954-2299		
Email Address	ksinkiewicz@massconvention.com				

Company's Name	CenturyLink Center OMAHA				
Name of Contact	Roger Dixon	Contact Title	President & CEO of MECA		
Present Address	455 North 10th Street				
City	Omaha	State	Nebraska	Zip Code	68102
Telephone Number	(402) 341-1500	FAX Number	(402) 599-6988		
Email Address	rdixon@omahameca.com				

Company's Name	Dallas Market Center				
Name of Contact	Bill Winsor	Contact Title	President & CEO		
Present Address	2100 Stemmons Freeway, MS80				
City	Dallas	State	Texas	Zip Code	75207
Telephone Number	(214) 655-7615	FAX Number	(214) 655-7628		
Email Address	bwinsor@dmcmail.com				

Company's Name	Frontier Airlines Center				
Name of Contact	Richard Geyer	Contact Title	Pres & CEO - Wisconsin Cntr District		
Present Address	400 West Wisconsin Avenue				
City	Milwaukee	State	Wisconsin	Zip Code	53203
Telephone Number	(414) 908-6050	FAX Number	(414) 908-6010		
Email Address	rgeyer@wcd.com				

Company's Name	Georgia World Congress Center				
Name of Contact	Frank Poe	Contact Title	Executive Director		
Present Address	285 Andrew Young International Boulevard, NW				
City	Atlanta	State	Georgia	Zip Code	30313
Telephone Number	(404) 849-3600	FAX Number	(404) 223-4011		
Email Address	fpoe@gwcc.com				

CITY OF AUSTIN, TEXAS

Purchasing Office

REQUEST FOR PROPOSAL (RFP)

Offer Sheet

SOLICITATION NO: PAX0105

DATE ISSUED: 10/17/11

REQUISITION NO.: 8200 11100700018

COMMODITY CODE: 96115

COMMODITY/SERVICE DESCRIPTION:

Catering and Concession Services for the Austin Convention Center Department

PRE-PROPOSAL CONFERENCE TIME AND DATE:

Friday, October 28, 2011, 9:00 a.m. (CST)
Conference Call Number: 512-974-9300
Conferee Code: 776925

LOCATION: Austin Convention Center, 500 East Cesar Chavez St., Austin Texas 78701, Room 4A-C. Enter through Administrative Offices on Cesar Chavez.

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT:

Sai Xoomsai
Buyer I
Phone: (512) 972-4016

PROPOSAL AND COMPLIANCE PLAN DUE PRIOR TO:
3:00 p.m. (CST) November 30, 2011

PROPOSAL CLOSING TIME AND DATE:
3:00 p.m. (CST) November 30, 2011
LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, AUSTIN, TEXAS 78701

When submitting a sealed Proposal and Compliance Plan, use the proper address for the type of service desired, as shown below.

P.O. Address for US Mail	**Street Address for Hand Delivery or Courier Service**
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P.O. Box 1088	124 W 8th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

Proposals (including Compliance Plans) that are not submitted in a sealed envelope or container will not be accepted.

SUBMIT 1 ORIGINAL AND 7 SIGNED COPIES OF PROPOSAL

OFFER SUBMITTED BY

Signature of Person Authorized to Sign Offer

Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. _____

Date: _____

Company Name: _____

Address: _____

City, State, Zip Code _____

Phone No. ( )

Fax No. ( )

Email Address: _____

Table of Contents

SECTION NO.	TITLE	PAGES
0100, 0200, 0300	See **http://www.ci.austin.tx.us/purchase/standard.htm** *	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	8
0500	SCOPE OF WORK	16
0600	PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS	5
0700	REFERENCE SHEET	2
0800	NON-DISCRIMINATION CERTIFICATION	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	1
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT	2
0815	LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION	1
0820	LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION	1
0835	NONRESIDENT BIDDER PROVISIONS	1
1000	"NO OFFER" RESPONSE FORM	1
ATTACHMENT 1	MBE/WBE PROCUREMENT PROGRAM PACKAGE (COMPLIANCE PLAN)	31
ATTACHMENT 2	DEFINITIONS	2
ATTACHMENT 3	EXHIBITS A-K (EXCEL WORKBOOK)	Tabbed

All other Sections may be viewed at:
https://www.ci.austin.tx.us/financeonline/vendor_connection/solicitation/solicitations.cfm

RETURN THE FOLLOWING DOCUMENTS WITH YOUR PROPOSAL**

- Cover Page — Offer Sheet
- Section 0700 — Reference Sheet
- Sections 0800 - 0835 — Certifications and Affidavits
- Attachment 1 — MBE/WBE Procurement Program Package (Compliance Plan)
- Proposal Bond — Proposal Bond

**** See also Section 0200, Solicitation Instructions; Section 0400, Supplemental Purchase Provisions; and Section 0500, Scope of Work for additional documents that must be submitted with the Offer.**

The Vendor agrees, if this Offer is accepted within 180 calendar-days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

*** INCORPORATION OF DOCUMENTS. Section 0100, Standard Purchase Definitions**; **Section 0200, Standard Solicitation Instructions**; and **Section 0300, Standard Purchase Terms and Conditions** are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address: **http://www.ci.austin.tx.us/purchase/standard.htm**.

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office at the address or phone number indicated on page 1 of this Offer Sheet. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Woman Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this Solicitation are contained in Attachment 1, MBE/WBE Procurement Program Package (Compliance Plan).

All Contractors and Subcontractors should be registered to do business with the City prior to submitting a response to a City Solicitation. In the case of Joint Ventures, each individual business in the joint venture should be registered with the City prior to submitting a response to a City solicitation. If the Joint Venture is awarded a contract, the Joint Venture must register to do business with the City. Prime Contractors are responsible for ensuring that their Subcontractors are registered. Registration can be done through the City's on-line vendor registration system. Log onto https://www.ci.austin.tx.us/financeonline/vendor_connection/index.cfm and follow the directions.

CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS** (reference paragraph 5 in Section 0200)

   All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by Friday, November 4, 2011 at 2:00pm. Please send questions in writing to Sai Xoomsai by email sai.xoomsai@austintexas.gov or fax to: (512) 972-4015.

2. **INSURANCE** Insurance is required for this solicitation.

   A. General Requirements. See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

      i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award

      ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

      iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

      iv. The Certificate of Insurance, and updates, shall contain the solicitation number and the Buyer's name and shall be mailed to the following address:

      City of Austin Purchasing Office
      P. O. Box 1088
      Austin, Texas 78767

   B. Specific Coverage Requirements. The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

      i. Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are $500,000 bodily injury each accident, $1,000,000 bodily injury by disease policy limit and $500,000 bodily injury by disease each employee.

         (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
            (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
            (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage

ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are $1,000,000 and $2,000,000 aggregate for coverage. A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries).

(1) The policy shall contain the following provisions:
  (a) Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
  (b) Independent Contractor's Coverage.
  (c) Products/Completed Operations Liability for the duration of the warranty period.

(2) The policy shall also include these endorsements in favor of the City of Austin:
  (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
  (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
  (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of $1,000,000 per occurrence for bodily injury and property damage.

(1) The policy shall include these endorsements in favor of the City of Austin:
  (a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
  (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
  (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.

iv. Excess Liability. The minimum bodily Injury and property damage per occurrence are $5,000,000 each occurrence and $5,000,000 aggregate.

v. All Risk. Covering improvements, trade fixtures and equipment (including fire, lighting, vandalism, and extended coverage perils) shall be at replacement value.

vi. Liquor Liability Policy. Limit of $1,000,000 per occurrence and $2,000,000 aggregate.

Aggregate Limits are per 12-month policy period unless otherwise indicated.

C. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

D. Certificate: The following statement must be shown on the Certificate of Insurance.

The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability,

auto liability and workers compensation policies.

3. **PROPOSAL ("BOND")**

A. All Offers shall be accompanied by a Proposal Bond in an amount of fifty thousand dollars ($50,000) made payable to the City of Austin. The Proposal Bond must have a Power of Attorney attached, issued by a solvent surety authorized under the laws of the State of Texas and acceptable to the City.

B. The Proposal Bond accompanying the Offer of the apparent successful Offeror will be retained until a Contract is awarded and the successful Offeror executes the Contract and furnishes any required bonds and insurance, after which the Proposal Bond will be returned to the Offeror. The Proposal Bond provided by the next lowest or next Best Offeror will be retained until a Contract is awarded. All other Proposal Bonds will be returned within a reasonable amount of time necessary to make an award recommendation.

4. **PERFORMANCE BOND**

A. The Contractor shall provide a Performance Bond in an amount of two hundred thousand dollars ($200,000) within 14 calendar days (14 unless a different period is inserted) after notification of award. The Performance Bond serves as security for the faithful performance of all of the Contractor's obligations under the Contract. The Performance Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding $100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.

B. The Performance Bond shall remain in effect throughout the term of the Contract and shall be renewed for each respective extension.

C. **A CASHIER'S CHECK, COMPANY OR PERSONAL CHECK, CASH, PROMISSORY NOTE, OR ANY OTHER DOCUMENT THAT IS NOT AN ACTUAL PROPOSAL BOND IS NOT AN ACCEPTABLE SUBSTITUTE FOR A PROPOSAL BOND AND WILL RESULT IN THE IMMEDIATE DISQUALIFICATION OF YOUR PROPOSAL.**

5. **TERM OF CONTRACT**

A. The Contract shall be in effect for an initial term of 120 months

B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).

C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above. A price increase,

subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

THIS IS A 120 MONTH CONTRACT.

FIRM PRICES ARE TO BE SUBMITTED FOR THE FIRST TWELVE (12) MONTH PERIOD

6. **INVOICES and PAYMENT** (reference paragraphs 12 and 13 in Section 0300)

A. Invoices shall contain a non-duplicated invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Convention Center Department
Attn:	Accounts Payable
Address	P.O. Box 1088
City, State Zip Code	Austin, TX 78767

7. **LIVING WAGES AND BENEFITS (applicable to procurements involving the use of labor)**

A. In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is $11.00 per hour. This minimum wage is required for any Contractor employee directly assigned to this City Contract, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.

B. Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this contract. Proof of the health care plan shall be provided prior to award of a Contract. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.

C. The City requires Contractors submitting Offers on this Contract to provide a signed certification **(see the Living Wages and Benefits Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than $11.00 per hour and are offered a health care plan. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

D. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:

i. employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;
ii. time and date of week when employee's workweek begins;
iii. hours worked each day and total hours worked each workweek;
iv. basis on which employee's wages are paid;
v. regular hourly pay rate;
vi. total daily or weekly straight-time earnings;
vii. total overtime earnings for the workweek;
viii. all additions to or deductions from the employee's wages;
ix. total wages paid each pay period; and
x. date of payment and the pay period covered by the payment.

E. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications **(see the Living Wages and Benefits Employee Certification included in the Solicitation)** for all employees directly assigned to the contract containing:

i. the employee's name and job title;
ii. a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of $11.00 per hour;
iii. a statement certifying that the employee is offered a health care plan with optional family coverage.

Employee Certifications shall be signed by each employee directly assigned to the contract.

F. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract.

G. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified in paragraph D above to verify compliance with this provision.

8. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING**

A. The Austin City Council adopted Ordinance No. 20071206-045 on December 6, 2007, adding a new Article 6 to Chapter 2-7 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services exceeding $5,000. During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the person designated in the Solicitation as the contact for questions and comments regarding the Solicitation.

B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.

C. The City requires Offerors submitting Offers on this Solicitation to provide a signed affidavit certifying that the Offeror has not in any way directly or indirectly made representations to

anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance **(see the Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit included in the Solicitation**).

9. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID)**

A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").

B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].

i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;

ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or

iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.

C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.

D. Contractor shall provide the City Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.

E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.

F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.

G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.

H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.

I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.

J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

10. **MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT** (reference paragraph 18 in Section 0300) (applicable when an MBE/WBE Compliance Plan is required)

A. The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

B. Mail the Purchasing Office Copy of the report to the following address:

City of Austin
Purchasing Office
Attn: Contract Compliance Manager
P. O. Box 1088
Austin, Texas 78767

11. **ECONOMIC PRICE ADJUSTMENT**

A. Prices shown in this contract shall remain firm for the first 12 months period of the contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor subject to the following considerations:

B. Price Increases

i. Requests for price increases must be made in writing and submitted to the appropriate Buyer in the City's Purchasing Office. The letter must be signed by a person with the authority to bind the Contractor contractually, shall reference the contract number, and include the following documentation:

(1) an itemized, revised price list with the effective date of the proposed increase;

(2) copies of the documentation provided by the manufacturer regarding the proposed price increase if the contractor is not the manufacturer of the products. If the Contractor is the manufacturer of the products, a letter so stating must be provided;

(3) Contractor shall submit, as a part of the request for increase, the version of the Consumer Price Index, as used by the City for Budget purposes (the Consumer Price Index – All Urban Consumers, or CPI-U) for the twelve-month period of the previous Accounting Year (hereinafter. A "CPI Adjustment").

(4) Proposed price increases must be solely for the purpose of accommodating increases in the Contractor's costs for the products or services provided. Prices for products or services unaffected by verifiable cost trends shall not be subject to change.

ii. Requests for price increases must be made in writing and submitted to the appropriate Contract Manager prior to each yearly anniversary date of contract. Prices will only be considered for an increase at that time. Once received, the City will have 30 calendar days to review and approve/disapprove the requested increase. Should the City not agree with the requested increase, Contractor may either maintain the prices currently in effect, negotiate an acceptable increase with the City or terminate the contract.

iii. Since the perceived need for price increases may be due in whole or in part to factors other than index changes, the City may consider approving fully-documented increase requests which, in the Contractor's opinion, justify price increases for one or more line items in the contract. If index changes are responsible in part for the requested change, those changes shall be documented as previously described above.

C. Price Decreases

i. Proposed price decreases may be offered to the City at any time, and become effective upon acceptance by the City unless a different effective date is specified by the Contractor. Price decrease offers may also be subject to negotiation.

ii. Price decreases based on relevant factors may be requested by the City at any time. Such requests shall be accompanied by a complete statement of the City's justification for the request. The Contractor shall have 30 calendar days to respond to the City's request. Following receipt of the Contractor's agreement with the requested decrease, the City may implement the decrease at any time. Should the Contractor not agree with the requested decrease, the City may either maintain the prices currently in effect, negotiate with the contractor, or terminate the contract.

12. **CONTRACT MANAGER**

The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Van Jobe

Manager: Purchasing & Guest Services

(512) 404-4047 office

van.jobe@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

CITY OF AUSTIN
PURCHASING OFFICE
"NO OFFER" REPLY FORM

SOLICITATION NUMBER: **PAX0105**

Please Complete and Return This Form to the following address to Indicate a "No Offer" Reply

City of Austin
Purchasing Office
P.O. Box 1088
Austin, Texas 78767-8845

(DO NOT RETURN ALONG WITH OFFER)

Please check the appropriate box to indicate why your firm is submitting a "no offer" response. Failure to respond to three (3) consecutive solicitations may result in your company being removed from the source list for this commodity or service. Completion of this form will assist us in maintaining an accurate, up-to-date source list.

COMMODITY CODE: 96115 **DESCRIPTION**:Catering and Concession Services

☐ Unable to supply item(s) specified. Remove my company from the source list for the Commodity / Service Group

☐ Unable to supply item(s) specified. Retain my company on the vendor list for this commodity / service.

☐ Cannot meet the Scope of Work / Specifications.

☐ Cannot provide required Insurance.

☐ Cannot provide required Bonding.

☐ Job too small.

☐ Job too large.

☐ Do not wish to do business with the City. Remove my company from the City's Vendor list.

☐ Other reason (please state why you will not submit a bid):

_____

_____

Contractor's Name: _____

Street Address _____

City, State, Zip Code _____

Signature of Officer or Authorized Representative: _____ Date: _____

Printed Name: _____

Title _____

CITY OF AUSTIN
PURCHASING OFFICE
REFERENCE SHEET
Please Complete and Return This Form with the Offer

Solicitation Number: RFP 8200 PAX0105

Offeror's Name _____ Date _____

The Offeror shall furnish, with the Offer, the following information, for at least 5 recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

To add additional references to this form, click the Add Reference Button. ========> Add Reference

Company's Name _____

Name of Contact _____ Contact Title _____

Present Address _____

City _____ State _____ Zip Code _____

Telephone Number _____ FAX Number _____

Email Address _____

Company's Name _____

Name of Contact _____ Contact Title _____

Present Address _____

City _____ State _____ Zip Code _____

Telephone Number _____ FAX Number _____

Email Address _____

Company's Name _____

Name of Contact _____ Contact Title _____

Present Address _____

City _____ State _____ Zip Code _____

Telephone Number _____ FAX Number _____

Email Address _____

Company's Name					
Name of Contact		Contact Title			
Present Address					
City		State		Zip Code	
Telephone Number		FAX Number			
Email Address					

Company's Name					
Name of Contact		Contact Title			
Present Address					
City		State		Zip Code	
Telephone Number		FAX Number			
Email Address					

City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

SOLICITATION NO **RFP 8200 PAX0105**

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

(B) (1) Not to engage in any discriminatory employment practice defined in this chapter.

(2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.

(3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.

(4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.

(5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.

(6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

(7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.**

Sanctions:
Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:
The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this _____ day of _____, 20_____.

CONTRACTOR _____

Authorized Signature _____

Title _____

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION

SOLICITATION NO. **RFP 8200 PAX0105**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of $25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:			
Signature of Officer or Authorized Representative:		Date:	
Printed Name:			
Title:			

CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT
SOLICITATION NO. RFP 8200 PAX0105
FOR

Catering and Concession Services for the Austin Convention Center

State of Texas

County of Travis

The undersigned "Affiant" is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:

The term **"Offeror"**, as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:

   a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
   b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.

2. **Preparation of Solicitation and Contract Documents**. . The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.

5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.

6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:

   a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than $250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.

c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

http://www.ci.austin.tx.us/cityclerk/coi.htm

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

Offeror's Explanation:	

7. Anti-Lobbying Ordinance. As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a member of the City Council, a member of a City Board, or any other official, employee or agent of the City, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Contractor's Name:	
Printed Name:	
Title:	

_____
Signature of Officer or Authorized Representative:

Subscribed and sworn to before me this _____ day of _____, 20_____.

_____ My Commission Expires _____
Notary Public

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION
(*Please duplicate as needed*)

SOLICITATION NO. RFP 8200 PAX0105

Pursuant to the Living Wages and Benefits provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than $11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract:

(1) are compensated at wage rates equal to or greater than $11.00 per hour; and

(2) are offered a health care plan with optional family coverage.

(To add additional employees to this page, click the Add Button.)

	Employee Name	Employee Job Title
Add Delete		

(3) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than $11.00 per hour and offered a health care plan with optional family coverage.

(4) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment.

Contractor's Name:			
Signature of Officer or Authorized Representative:		Date:	
Printed Name:			
Title:			

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION

Contract Number:	
Description of Services:	Catering and Concession Services for the Austin Convention Center
Contractor Name:	

Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than $11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

(1) compensated at wage rates equal to or greater than $11.00 per hour; and
(2) offered a health care plan with optional family coverage.

Employee's Title:			
Signature of Employee:		Date:	
Employee's Printed Name:			

(Witness Signature)

(Printed Name)

City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS

SOLICITATION NO. **RFP 8200 PAX0105**

A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "Non-resident Bidder"?

○ Texas Resident Bidder - A Bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

○ Non-resident Bidder

Bidder's Name:			
Signature of Officer or Authorized Representative:		Date:	
Printed Name:			
Title:			

AUSTIN CONVENTION CENTER DEPARTMENT
CATERING AND CONCESSION SERVICES
REQUEST FOR PROPOSAL (RFP)

1.0 PURPOSE

The City of Austin ("City") seeks proposals in response to this request from individuals or firms qualified and experienced in providing quality management of catering and concession services to patrons attending conventions, trade shows, banquets, family entertainment events, sporting events, etc., to enter into a relationship with the City to provide those services at the Austin Convention Center and the Palmer Events Center (collectively, "ACCD" or "Facilities").

The scope of work consists of providing professional food and beverage and other limited support services for ACCD events using the kitchen(s), concessions, and portable equipment. The work shall include the purchase, preparation, sales/marketing and service of food, alcoholic and non-alcoholic beverages and other related food items for ACCD catered and non-catered events at ACCD. The work will include the operation of permanent concessions stands, VIP lounge(s), and catering and portable food/beverage services for both entertainment events and banquet events for up to 7,000 people.

The City will enter into a management fee arrangement with the Successful Proposer for a term of one hundred-twenty (120) months that may be canceled by the City without cause at any time after sixty (60) months. The Austin Convention Center will administer the contract on behalf of the City. The ACCD will have active oversight in the day-to-day operations of the Successful Proposer and final authority to direct planning, budgets and operational issues. The goal is to provide the highest quality of catering and concessions in both product and services and to maximize the financial return to the City.

The Facilities are publicly-owned, financed in part with tax-exempt bonds. Accordingly, compensation to be paid to the Successful Proposer must conform to Internal Revenue Service regulations so as not to jeopardize the tax-exempt status of the bonds. Generally, this requires that the compensation be based on a Periodic Fixed Fee, together with a Productivity Reward that does not exceed 20% of the Total Compensation received by the Successful Proposer. Moreover, the compensation paid to the Successful Proposer cannot be calculated from Net Profits of the Successful Proposer.

The Successful Proposer understands that the construction, renovation and/or operation of the Facilities has been, and may again be, financed, in whole or in part, with tax-exempt bonds. In the event that it is determined by proper state or federal tax authorities, whether by formal or informal ruling, or by formal written opinion of the ACCD's bond counsel, that any provision[s] of the proposed contract, would, if not amended or removed, render such bonds issued by the City and/or any other public body, taxable, such provision[s] shall be null and void.

The City is dedicated to consistently providing superior quality service in all of its operations and to all of its guests. The City is a municipality of the State of Texas and this solicitation is subject to state rules and regulations, City ordinances, policy and procedures.

2.0 BACKGROUND

The mission of the ACCD is to provide outstanding facilities and services to our customers so they have a positive experience. Additionally, through the hosting of conventions that bring in overnight visitors, we look to maximize the economic opportunities for the City of Austin. It is the goal of the ACCD to secure, enhance, and increase business and to provide an environment that will cause patrons to become repeat clients of the facilities.

The Austin Convention Center (ACC) is one of the most technologically advanced convention centers in the country. Stretching over six city blocks, comprised of 881,400 gross square feet,

the ACC offers 246,097 square feet of column-free exhibit space, divisible into five contiguous halls. The Grand Ballroom is one of the largest in Texas, with 43,300 square feet and enough space for over 3,000 guests and clients. The ACC has 54 meeting rooms and show offices that offer 61,440 square feet located on all four levels.

The Palmer Events Center (PEC) is located in a park setting and adjacent to the Long Center for the Performing Arts, that provides a home and venue for performing arts organizations. The PEC is 130,000 square feet, with a 70,000 square foot exhibit area capable of subdivision into two smaller exhibit areas capable of being used simultaneously. The facility has two major entrances to serve each simultaneous event, one from the north adjoining Riverside Drive and the other adjacent to Barton Springs Road. The PEC is a smaller events type of facility that caters to local public events that are not large enough to be accommodated at the ACC. In addition there are a series of meeting rooms of approximately 7,000 square feet used by smaller groups for meeting purposes. This facility is not equipped with a kitchen, and therefore outside caterers have been allowed to serve in the PEC. An outside caterer for an event hosted at PEC will be required to pay a buyout fee, but historically this has been an infrequent occasion.

3.0 BUSINESS PROFILE

The ACCD averaged over the past five years, approximately 270 events per year with attendance between 1,000 and 25,000 guests over consecutive days. In addition, the ACC provides space to major conventions, consumer shows, trade shows, sporting events, meetings, and galas for the community.

The PEC is host to smaller conventions, trade shows, and a large number of community or civic events. These include arts and crafts shows, antique and memorabilia shows, local trade and technical programs, civic luncheons, local fundraising events, and sporting events. Attendance at these events typically ranges from 500 to 5,000.

Attendance may vary depending upon the type of event, the promotion of the event, competing local activities, etc. The Successful Proposer shall be prepared to provide catering and concessions to events with 10 guests and to events with as many as 25,000 guests over consecutive days.

The facilities may be open to host event activities 365 days per year, generally between 6 am to 12 midnight, but may be opened earlier or later, especially during weekends. The Director, or his/her designee, retains final approval on specifics regarding location(s), size, and hours of operation.

Table 1: Event by Fiscal Year for Austin Convention Center

Event Type	2007	2008	2009	2010	2011*
Conventions	38	47	43	36	36
Consumer Shows	19	13	14	14	11
Conference/Meetings	52	55	41	50	53
Food & Beverage	16	9	8	14	13
Trade Shows	6	5	7	6	9
Others	59	50	51	36	30
Total	190	179	164	156	152

**As of September 1, 2011*

Table 2: Event by Fiscal Year for Palmer Events Center

Event Type	2007	2008	2009	2010	2011*
Conventions	2	2	5	1	1
Consumer Shows	37	40	52	47	48
Conference/Meetings	24	23	25	24	39
Food & Beverage	22	29	15	18	13
Trade Shows	15	16	8	4	4
Others	5	6	11	18	23
Total	105	116	116	112	128

** As of September 1, 2011*

Table 3: Attendance by Booking Type for Austin Convention Center

Event Type	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011*
Conventions	134,322	160,175	144,866	107,047	114,700
Consumer Shows	238,000	192,000	187,000	137,000	99,500
Conference/Meetings	44,030	40,814	30,355	13,268	33,837
Food & Beverage	9,020	4,150	6,850	9,730	6,050
Trade Shows	15,700	5,190	7,150	12,100	18,375
Others	49,535	45,510	52,892	18,590	36621
Total	490,607	447,839	429,113	297,735	309,083

**As of September 1, 2011*

Table 4: Attendance by Booking Type for Palmer Events Center

Event Type	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011*
Conventions	5,541	11,360	11,155	20,000	20,000
Consumer Shows	124,006	170,983	183,751	175,715	218,940
Conference/Meetings	25,906	31,137	33,025	26,333	19,725
Food & Beverage	46,197	35,576	26,605	26,910	23,260
Trade Shows	20,279	34,037	28,620	6,120	5,000
Others	37,475	28,303	23,175	49,810	55,655
Total	259,404	311,396	306,331	304,888	342,580

**As of September 1, 2011*

Table 5: Total Sales (*Catering and Concessions*) by Booking Type for Austin Convention Center

Event Type	FY 2009	FY 2010
Conventions	4,825,983	4,118,258
Consumer Shows	152,950	141,926
Conference/Meetings	527,532	577,578
Food & Beverage	196,067	238,874
Trade Shows	196,959	167,937
Others	350,078	240,956
Total	6,249,569	5,485,529

Table 6: Total Sales (*Catering and Concessions*) by Booking Type for Palmer Events Center

Event Type	FY 2009	FY 2010
Conventions	105,120	2,192
Consumer Shows	208,532	218,662
Conference/Meetings	149,770	64,811
Food & Beverage	263,931	223,692
Trade Shows	32,079	27,472
Others	107,344	226,473
Total	866,776	763,302

Table 7: Annual Gross Revenue from Catering and Concessions at ACC and PEC

Venue	*FY 2007*	*FY 2008*	*FY 2009*	*FY 2010*	*FY 2011**
ACC	5,511,731	7,402,193	6,249,569	5,485,529	5,738,058
PEC	866,595	837,142	866,776	763,302	915,212

**As of September 1, 2011*

Please visit *www.austinconventioncenter.com* and *www.palmereventscenter.com* for more information concerning both sites.

4.0 SOLICITATION

This RFP is inviting proposals from interested and qualified parties to be selected as the primary Caterer for the ACCD. The Successful Proposer will be required to enter into a contract for the services described in this solicitation. This RFP does not constitute a contractual agreement but outlines some of the key issues to be addressed in the final contract with the City.

5.0 REQUIRED SUBMITTALS

5.1 MINIMUM EXPERIENCE REQUIREMENTS

5.1.1 Proposer's business shall have been in business for at least 10 years providing catering and concession services. Provide an overview of your current foodservice practice, capabilities, and experience and indicate if the facility is publicly or privately owned.

5.1.2 Describe specific experience the Proposer has had working at convention centers, major hotels, restaurants, stadiums/arenas and other facilities. Indicate the experience the Proposer has had in providing the type of professional foodservices and catering described in this RFP.

5.1.3 Describe how your firm has a competitive advantage over other firms offering the same services and how those services would be unique to the ACCD.

5.1.4 Describe the services you provide to your most complex client and why you consider this account to be complex.

5.1.5 Describe any experience the Proposer has had within the past five years of managing more than one venue in the same city or county (i.e. a convention center, major hotel, restaurants, stadium/arenas and other facilities).

5.1.6 Indicate any other experience that details the qualifications of the Proposer for the performance of the potential contract.

5.1.7 Describe experience working in a publicly owned facility under a management fee arrangement.

5.1.8 The City has designated the Facilities as a shelter in case of a natural disaster. Please describe your experience in serving victims of a natural disaster, the menus provided and the amount of reimbursement required.

5.1.9 Many of the events at the ACCD are catered and involve the creation of special menus. Detail your firm's catering experience at other facilities. Include sample menus and prices. Please describe how you propose to work with event sponsors to create specialty event catering.

5.1.10 Provide a succinct description of why your company is the best-qualified choice to manage the foodservice operations at ACCD. Indicate specific services, products or relationships with other partners that would add value to the ACCD operation.

5.2 REFERENCE REQUIREMENTS

5.2.1 Provide references on Section 0700, Reference Sheet, from a minimum of five **current** clients whose operations are similar in size, scope and business environment to ACCD that can be contacted regarding your service abilities. Three of your references should be specific to convention center operations outside of the Austin metropolitan area. Indicate what services, i.e. Cafeterias, Catering, Concessions, Restaurants, etc., that you provide.

5.2.2 For each account, indicate the number of years you have operated the account. Proposer shall include name, address, telephone number, years in business, client's name and permission to contact.
Please ensure that your client is willing to act as your reference.

5.3 LEGAL ORGANIZATION OF PROPOSER

5.3.1 Describe the legal organization of the Proposer, including the form of entity, state of incorporation or organization, and name and state of organization or parent company(s), if any.

5.3.2 Are any food, and/or supplies or Proposer's products, purchased from a commissary, production center or distribution center owned by your company or that of a parent, subsidiary or affiliate? If so, please describe in detail the arrangements.

5.4 FINANCIAL STRENGTH AND GENERAL REPORTING REQUIREMENTS

5.4.1 The Proposer's principal firm, partnership, or corporation is required to submit externally audited financial reports and notes prepared by an independent Certified Public Accountant in accordance with generally accepted accounting principles for the preceding five years, including Profit and Loss, Balance Sheet, and Cash Flow Statements. If the Proposer is a subsidiary, the financial report should show financial information for the subsidiary as well as the parent company. In regards to the Proposer's concession/catering entity, provide a history of your overall gross revenues and net profit/loss for the last five years.

5.4.2 Provide both the per capita revenue and average dollars generated per square foot for three similar centers in which you currently operate. Also provide per capita information by type of event for similar facilities.

5.4.3 The Proposer shall submit a plan which provides the following:

5.4.3.1 Proposer shall provide an example of the onsite financial system (including software) which conforms to GAAP and includes annual line item budgeting for expenditures and revenue accounts, segregating and identifying assets, liabilities and net worth.

5.4.3.2 Proposer shall provide an example of complete documentation supporting all entries into financial accounting system to include all invoices, payroll summaries, and copies of payroll tax returns, revenue and bank deposits, receipts, bank statements, and all other such related documentation, copies of which are to be submitted monthly that will ensure financial transparency.

5.4.3.3 Proposer shall provide an example of a complete inventory control system for concession and catering equipment and other assets including expendable and consumable supplies maintained continuously at the facilities.

5.4.3.4 Proposer shall provide an example of a complete inventory control records system before and after each event, and actual cash count of each event's sales receipts.

5.4.3.5 Provide specific information on how Proposer plans to bill, collect, and record all catering and concession revenues in a format acceptable to the City. Please describe the electronic software tracking system utilized.

5.4.4 Provide an overview of Proposer's proposed "Point of Sale" system and any other tools utilized to automate foodservice processes. It should be noted that the ACCD does not currently have an adequate point of sale system. The current cash register system needs to be replaced. Data lines are available throughout the building for a new POS system.

5.4.5 Provide samples of key reports regarding key statistics (number of transactions by day, per timeframe, sales by item, etc.).

5.4.6 Proposer shall provide a proposed Operational Budget for ACCD catering and concession operations.

5.4.7 Provide specific information on how Proposer intends to receive delivery of and store all consumables and supplies necessary for operation and inventory control systems and software that will be used. A computerized inventory control system is required.

5.4.8 Provide specific information on how Proposer plans to monitor and submit an annual budget for the replacement or modification of the catering and concession equipment at both facilities (ACC and PEC).

5.5 MARKETING AND SALES PROGRAM

5.5.1 The City is responsible for bringing customers to events and the Successful Proposer will market the food and beverage services.

Provide specific information on a program directed to the repeated catering, marketing and sales effort for the ACCD. Proposers should submit marketing material and detail any sales campaigns for similar facilities at which it currently operates. The Successful Proposer will incorporate both creativity and the "flavor" of Austin into the operating strategy for catering and concessions at the ACCD.

5.5.2 Proposer shall submit major achievement/awards/recognition example(s) of innovative marketing you've created in collaboration with a client. Submit photographs, articles or other supporting information you may wish to provide. DO NOT SUBMIT MARKETING MATERIALS UNLESS THEY ARE ASSOCIATED WITH THE SPECIFIC AWARD.

5.5.3 Describe the special staff expertise and availability in regards to merchandising and standards, new menu introduction and marketing, that your company would provide to the ACCD.

5.5.4 Provide proposed concession, bar and catering menus for the ACCD facilities in 2012 dollars. Include pricing, portion size where applicable and a listing of the minimum purchasing standards your company adheres to for all major food and beverage provisions. All Catering prices must include the cost of linen, china and flatware. Pricing must be competitive with similar facilities in the region.

5.5.5 Describe the type of food and beverage in detail that Proposer envisions offering at ACCD throughout the year and include information regarding pricing. Discuss what you have learned about items/categories that sell and those that do not in the Austin area and the type of pricing that is effective.

5.5.6 Below is a short description of upcoming fictional events at ACCD. Provide sample menus, pricing and event planning that Proposer suggests to successfully accommodate the clients; Event Scenario: (*All of these events occur on same day and time*.)

5.5.6.1 In Ballrooms A and B, a reception including a plated dinner, hors d'œuvres, and open bar begins at 7:30 p.m. and attendees will be dressed in evening attire. Additionally, an orchestra will be playing on stage. Guarantee of 650 guests.

5.5.6.2 In Exhibit Hall 1, a fund raiser is being conducted which begins at 8:00 p.m. This will be a buffet style meal with a guarantee of 400 guests; however, attendance is unknown as tickets are being sold to the public up to event time.

5.5.6.3 In Exhibit Halls 2 and 3, beginning at 8:00 p.m. is a country concert featuring three acts; two intermissions will be conducted and is expected to end around 11:30 p.m. Full concessions operations will be required for an estimated attendance of 2,500. In addition, backstage catering for 50 all day long, including crew meals (breakfast, lunch and dinner) and the acts dressing room food.

5.5.7 Provide menus for all catering, alcohol, and concessions including retail pricing, portions and product cost in 2012 dollars

5.5.8 Provide specific information on program development to enhance or increase business, build clientele, and to assist the recruitment of business.

5.5.9 Provide specific information on any creative approaches that may be appropriate. Proposer may also provide supporting documentation that would be pertinent to this RFP.

5.5.10 Provide a description of any major achievements Proposer can point to as an example of quality performance recognition your company has received.

5.6 PERSONNEL

5.6.1 Provide a resume including client references of the experience, education, and performance record in the foodservice business, and proposed salary structure of three proposed full-time General Managers and one proposed candidate for all other management positions, including Executive Chef, for the Facilities for whom the City will have the right of approval. Identify whether any of these candidates are presently employed with your company, length of service, and whether they currently reside in the State of Texas. Proposer must have their choice of the General Manager and Executive Chef at any food and service demonstrations required by the City for selection of the Proposer. The General Manager and Executive Chef candidates may be interviewed privately prior to the Proposer's presentation.

5.6.2 Provide the proposed operating plan for the Facilities to include an organizational chart detailing all proposed management (exempt) and hourly positions (non-exempt). Specify all other proposed management to include resumes, proposed salary, benefits and any other bonus/incentive plans available for the position. (For reasons of business continuity, it is the City's desire that the Successful Proposer be willing to retain critical or key staff members employed by the current food service provider at ACCD.)

5.6.3 Describe unique talents that your key personnel have that will ensure that all services to guests are provided with the goal of ensuring that quality customer service is achieved and maintained throughout the term of the contract.

5.6.4 Provide specific information on proposed minimum staffing guidelines for all front-of-house positions. Include: 1) table service breakfast, 2) table service lunch, 3) table service dinner, 4) buffet breakfast, 5) buffet lunch, 6) buffet dinner, 7) reception served, 8) hosted bar, 9) cash bar. Include both numbers of servers used per number of guests and number of captains per number of servers.

5.6.5 Provide specific information on training programs, to include a sample outline of a quality service program that is currently used by

Proposer and ongoing training offered to staff to assure programs are implemented consistently by staff and management.

5.6.6 Describe in detail how you would work with ACCD when dealing with a worker who is not performing in a professional manner.

5.6.7 Describe who, within your firm, will have primary responsibility and final authority for this account. Please include a physical address and phone number for that person.

5.6.8 Provide specific information on recruitment, employment and training of all employees necessary for the successful operation of the Facilities. This training shall include all required alcoholic beverage training and certifications and other training as necessary or as requested by the City.

5.6.9 Provide specific information on the availability of company resources to provide additional assistance to manage high volume events.

NOTE: The current foodservice employees are not covered by a collective bargaining agreement.

5.7 OPERATIONAL APPROACH

5.7.1 Provide specific information on any feedback you may have regarding suggestions to improve the overall concession area environment, especially in relation to any Capital Improvements you will propose in the Capital Improvements section of the RFP.

5.7.2 Discuss any special electrical or other utility changes/additions Proposer would require to run the operations at the ACCD.

5.7.3 Provide specific information on Proposer's organization's quality assurance methods.

5.7.4 Has your company ever been cited for any violation(s) of the alcoholic beverage control acts of other jurisdictions anywhere in the United States? If yes, explain the violation and how it was resolved.

5.7.5 Has your company ever been cited by any state or local agency for violations of state or local statutes in regards to sanitation or health that resulted in loss of permit to operate any foodservice space in a venue? If yes, please list the violation and how it was resolved.

5.7.6 Provide samples of your safety, sanitation and unit standards check list.

5.7.7 Describe in reasonable detail your company's energy conservation program.

5.7.8 Describe how Proposer will decrease landfill waste to include, but not limited to, composting, recycling, and other sustainable programs.

5.7.9 Describe and demonstrate how Proposer typically structures and implements a project plan, including major milestones, and provide typical timelines between each milestone of the plan. Please provide a sample of a typical implementation project plan.

5.7.10 Provide any suggested modifications to the ACCD physical layout or equipment, and suggestions on improvements to the existing concession stands. Recommendations may include theme, layout, menu, equipment and signage. Include renderings or brochures.

5.7.11 In the event the Proposer intends to subcontract or joint venture any of the proposed work stated in its technical proposal, the Proposer shall submit the information required in 5.2.2 for each proposed subcontractor or joint venture. A joint venture must have formed prior to submitting proposal. All subcontractors' agreements are subject to the approval of the City.

5.7.12 Describe your plan to assist during peak business operations when additional staff may be required or when a reduction in staffing levels may be required to offset operational cost.

5.7.13 Please list any supplier with whom you have a contract that requires you to purchase from them. The City has no current product sponsorship agreements, but reserves the right to do so in the future.

5.7.14 Provide specific information on providing and maintaining vending machines in approved areas of the Facilities. This includes, but is not limited to, frequency of refills, maintenance and sanitation. State whether your company will manage this service or sub-contract it out. If this service will be sub-contracted, will it be to a division or part of your company?

5.7.15 Describe Proposer's purchasing policy as it relates to procurement of goods and services that will be used for this RFP to ensure competitive pricing.

5.7.16 Provide specific information on the type, brand, quality and price of all food and beverage to be used in the operation. This will include, but is not limited to, recommending locations for portable concession operations, providing a variety of menu options based upon clientele.

5.7.17 Describe how Proposer will comply with all applicable laws, regulations, ordinances, and policies regarding the handling, sale and disposal of food products. This includes, but is not limited to, the procurement and uninterrupted maintenance of all necessary permits, licenses, and insurance required by government entities, including the City, having jurisdiction over operations of the Facilities. Failure to maintain any required permit, license or insurance may subject the Successful Proposer to termination of the contract.

5.7.18 Describe how Proposer will maintain, at all times, all catering and concession services areas, business offices, kitchen, kitchen dock areas, and retail sales areas in a clean, professional and sanitary condition.

5.7.19 Describe how Proposer will monitor and arrange for full repairs and maintenance of the catering and concession service equipment, kitchen equipment and vending machines via a quarterly equipment inventory of equipment and smallwares. Continuous damage to, or willful disregard for catering and concession equipment may result in damages charged to Successful Proposer. Please recommend a software program to fully automate this system.

5.8 CONCESSION CAPABILITY

Describe Proposer's standard expectations of customer service protocols for concession service and how you train your counter staff to work with consumers (guests) on an everyday basis.

5.9 FACILITY TRANSITIONAL PLAN

5.9.1 Proposers must provide a transition plan with their proposal. This transition plan should be a complete account of the steps that the Proposer will take to ensure that the Proposer will be able to open a fully-functioning food and beverage operation no later than 120 days after contract award. The transition plan should also include a timeline which shows each of the steps to be accomplished and the approximate time to accomplish each step. The transition plan should begin on the date that the contract is fully-executed and end on the day that fully-functioning food and beverage operation is opened for business to the City. The plan shall demonstrate a smooth and timely transition for staff and transparent changeover for meeting planners. The details for this plan should be presented in both a narrative form and presented on a timeline, and must include the following elements:

5.9.1.1 Provide specific information on staff notification;

5.9.1.2 Provide specific information on meeting planner notification;

5.9.1.3 Provide specific information on training and familiarization of Facilities, equipment, services;

5.9.1.4 Provide specific information on management on-site full time;

5.9.1.5 Provide specific information on initiation of marketing and sales program;

5.9.1.6 Provide specific information on Proposer and subcontractor notification;

5.9.1.7 Provide specific information on inventory of food and beverage facilities, fixed equipment and smallwares;

5.9.1.8 Provide specific information on any and all additional take-over procedures your company would implement.

5.9.2 Since actual dates will depend on the date of contract execution, it is acceptable for the Proposer to indicate a number of days or weeks to accomplish the task, or to otherwise show the steps the Proposer will

perform to be ready to provide services no later than 120 days after contract award.

5.10 QUALITY OF MERCHANDISE

5.10.1 The Proposer shall describe how they will ensure the City's goal of providing quality foods, beverages, and other items to be sold or to be kept for sale at the Facility at a reasonable price. The Proposer will be required to ensure that no limitation, adulterated or misbranded articles shall be sold or kept for sale at the facilities.

5.10.2 The Proposer shall describe how they will comply with industry standards and all laws and regulations concerning beer, wine, alcoholic and non-alcoholic beverages regarding quality, quantity, sales, storage and handling.

5.11 PAST DEFAULT

5.11.1 List all contracts in last five (5) years that your company has not renewed for any reason and include the reason for loss and client contact information.

5.11.2 If the Proposer has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Proposer's non-performance or poor performance, and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.

5.11.3 Submit full details of the termination for default including the other party's name, address, and phone number. Present the Proposer's position on the matter. The ACCD will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Proposer in the past five years, so indicate.

5.12 CAPITAL IMPROVEMENTS PROPOSAL

5.12.1 The Proposer will be asked to make a capital improvement investment during the term of the contract. The ACCD has chosen to allow Proposers to provide a capital improvement plan. Please provide us with your proposed capital improvement investment for the contract term. A more detailed discussion of capital improvements will be conducted at the interview, if Proposer is chosen as a finalist.
All proposed capital improvements are subject to approval by the City.

5.12.2 The capital investment should be amortized over five (5) or ten (10) years depending on investment level.

5.13 PROPOSED FINANCIAL "COMPENSATION"

5.13.1 The ACCD will consider a Management Fee contract proposal for the ACC and PEC based on IRS guidelines. Please provide an outline of

the proposed compensation proposal that Proposer is willing to enter into if selected to provide concessions and catering for both Facilities. Please identify the following:

5.13.1.1 Proposed Periodic Fixed Fee payable to Proposer after each accounting month if Proposer is selected as the Successful Proposer.

5.13.1.2 Proposed Annual Productivity Reward or incentive reward payable to Proposer. Fifty percent of this specific productivity or incentive reward amount, if any, to the Proposer will be determined in accordance with Performance Measures and Performance Evaluation that will be outlined in the contract; and 50% on increasing Gross Receipts above a base sales level as proposed in Exhibit A. This reward may not exceed 20% of the Total Compensation to Proposer.

6.0 GENERAL REQUIREMENTS

6.1 The Successful Proposer will be required to meet all the General Requirements.

6.2 The Successful Proposer shall collect all proceeds from the operation of the foodservices and maintain accurate records and reports with respect to such proceeds (categorized into such categories as the City may reasonably require) and deposit such proceeds on a daily basis into such account(s) as the City may require. In so doing, the Successful Proposer shall institute such security, inventory, supplies and alcohol control procedures as the City may reasonably require ensuring the accurate accounting for and depositing of funds and preservation of inventory, supplies and other products used in providing foodservices.

6.3 A Profit and Loss Statement and the check for Net Profits shall be remitted by the Successful Proposer to the City no later than 15 days following the close of the preceding Accounting Period. For any Accounting Period in which Net Profits are less than zero dollars ($0.00), the Successful Proposer shall carry forward such losses to each succeeding Accounting Period until fully absorbed or until the end of the accounting year, whichever comes first. If Net Profits are less than zero dollars ($0.00), including carry forward losses, as reflected on September 30th of any accounting year, then the Successful Proposer will reduce their Periodic Fixed Fee and Productivity Reward until Net Profits equal zero dollars ($0.00). If Successful Proposer's combined Fixed Fee and Incentive are then at zero dollars ($0.00), City shall, within 30 days following the last Accounting Period of the accounting year, reimburse Successful Proposer the amount necessary to bring Net Profits to zero dollars ($0.00).

6.4 The Proposer must provide a qualified General Manager to manage the ACCD catering and concession operations, and provide adequate management and lead positions to supervise the operations at all times. The General Manager must have a minimum of two years of consecutive employment in a similar operation with comparable responsibilities. The General Manager must have education and/or experience in food and beverage service with particular emphasis upon effective marketing techniques. The General Manager must have a high degree of management expertise, as evidenced by prior food and

beverage service operations, high quality food production and service, and effective financial controls. The General Manager shall coordinate all food and beverage service and concession service related to the ACCD (including docks, pantries, kitchens, or any other entry), with subcontractors, vendors, and/or Proposer's personnel. The General Manager or approved designee shall be required to be on the ACCD premises during all operating hours.

6.5 The City shall approve Successful Proposer's proposed on-site management throughout the term of the contract. Successful Proposer's on-site management shall have no job-related responsibilities at other venues and must have a full-time office at the Facilities. If the City requests a replacement for the on-site management or any of the staff, Successful Proposer shall have five (5) days to provide a temporary replacement approved by the City, and fifteen (15) days to provide the City with at least three (3) resumes of suitable candidates for such purpose.

6.6 The Successful Proposer may be asked by the ACCD to provide catering sales and services for City of Austin at locations other than the ACC and PEC. In such cases, the same record keeping and reporting requirements in the contract shall also apply.

6.7 The Successful Proposer shall maintain at all times accurate computerized accounting records of the ACCD's food and beverage operation, and shall provide to the ACCD on a monthly basis, a financial and statistical performance report in a format compatible with the City's financial system. The City reserves the right to approve the format and financial accounting system. An annual certified and audited financial statement will be provided to the City within 90 days of the close of each fiscal year performed by a certified CPA, approved by the City, in accordance with General Accepted Accounting Principles (GAAP).

6.8 The Successful Proposer will retain all books, records, documents, and other materials relevant to the contract for three years after final payment, or such further time as necessary to complete an audit should an audit last beyond three years after term of the contract and make them available for inspection by persons authorized under the contract at no additional cost.

6.9 The exclusive rights granted under the subsequent contract shall not be construed so as to prevent or prohibit either ACCD, or a licensee or lessee of ACCD, with ACCD's Directors approval, from engaging or contracting for an outside catering service to meet specific religious or special event needs. Any agreement between the Successful Proposer and Outside Caterer for an event at the PEC or ACC will require a twenty percent (20%) fee for each event based on either Gross Sales or the retail value of food and non-alcoholic beverages generated by the event, whichever is higher and the payment of Successful Proposer's costs associated with provisions of alcoholic beverage for the event. The ACCD will recommend the Successful Proposer as first choice for all catered events, provided the Proposer demonstrates the required ability to meet the specific needs. Use of the ACC or PEC by an outside catering service shall not include the use of any of Proposer's occupied areas or equipment other than the service corridors unless otherwise agreed by Proposer and ACCD Director, with such approval in writing.

6.10 Should presentations and food and service demonstrations become necessary, the ACCD will contact the top rated Proposers to schedule a date, time and

location. Commitments made by the Proposer at the demonstration, if any, will be considered binding. The results of the food and service presentation will be a factor in determining the Successful Proposer.

6.11 Best and final offers may be required from all Proposers whose proposal attained the minimum required number of qualification points. Negotiations will be conducted with the highest-rated proposal.

6.12 Proposal Bond: A proposal bond in the amount of fifty thousand dollars ($50,000) made payable to the City of Austin shall be submitted with the Proposer's original proposal. A Proposer may demand the return of their bond any time after 180 days after the opening of proposals, unless Proposer has been notified of acceptance of their Proposal. The bond of the Successful Proposer shall be held until final execution of the subsequent contract. The bond shall be retained by the City, as liquidated damages, if the Successful Proposer fails to execute the contract after the award.
A CASHIER'S CHECK, COMPANY OR PERSONAL CHECK, CASH, PROMISSORY NOTE, OR ANY OTHER DOCUMENT THAT IS NOT AN ACTUAL PROPOSAL BOND IS NOT AN ACCEPTABLE SUBSTITUTE FOR A PROPOSAL BOND AND WILL RESULT IN THE IMMEDIATE DISQUALIFICATION OF YOUR PROPOSAL.

6.13 Performance Bond: The provisions of this paragraph shall survive the expiration or early termination of the contract. During the term of the subsequent contract, Successful Proposer shall maintain a performance bond in the amount of two hundred thousand dollars ($200,000) payable to the City, in the event of default by the Successful Proposer.

6.14 Quality Control: Because the highest level of culinary quality and service is imperative for this Facility to be successful in its marketplace, Proposer must have a food operation management plan and a sanitation plan that complies with the authority's inspections and requirements. Explain how Proposer will continue to meet and exceed the required ratings level. At a minimum, Proposer must maintain an 80% favorable rating or better in the aggregate on all customer surveys, focus groups and secret shopper reports. The rating percentage will be mutually agreed upon with the ACCD Director during the contracting phase. Failure on the part of the Successful Proposer to reach that ACCD-approved level of customer satisfaction will eliminate that portion of the Annual Productivity Reward and allow ACCD to terminate the contract.

6.15 It is the expectation that the Successful Proposer shall operate the foodservices in such a manner consistent with food and beverage operating standards and best practices utilized in the hospitality industry. All food and beverages prepared and served by Successful Proposer shall be of the highest standard of quality and purity, and shall be appropriately prepared and appropriately served.

6.16 The ACCD shall decide any and all questions which may arise as to the acceptability of services rendered, number of service areas required, levels of staffing by area, prices, portions, products, manner of performance, questions which arise as to the interpretation of the terms and conditions of this RFP, and all questions as to the acceptable fulfillment of the contract.

6.17 All foods, drinks, beverages, confectionery, refreshments, and the like sold or kept for sale, shall exceed best practices and industry standards, be wholesome, and pure and shall conform in all respects to the federal and municipal food and other laws, ordinances, and regulations. No imitation, adulterated, or misbranded article shall be sold or kept for sale, and all product kept on hand shall be stored and handled with due regard for sanitation. Leftover perishable product shall not be sold at any time.

6.18 All products kept for sale shall be subject to inspection and approved by the ACCD. Rejected product shall be immediately removed from the Facilities and shall not be returned for sale.

6.19 It is the intent of the ACCD that the Successful Proposer shall utilize Branded Products and serving items, whenever it is in the best interest of the ACCD.

CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: PAX0105

1. PROPOSAL FORMAT

1. **PROPOSAL ORGANIZATION:** The proposal shall be organized in the following format and sequence:

   A. Cover Letter

   A letter on your company letterhead signed by a senior officer authorized to legally bind your company formally offering the terms specified in the Proposal, and committing to enter into a concession agreement subject to the terms, conditions and provisions of this RFP, if its Proposal is accepted.

   B. Executive Summary

   Provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal.

   C. Exhibits

   Complete and return the following exhibits with your proposal:

   1) **Exhibit A Financial Proposal**: Indicate the amount of proposed compensation to your company broken down by the dollar amount of the Periodic Fixed Fee and the percentage amount of the Annual Productivity Reward, including the Gross Receipts Threshold for calculating that part of the Reward that is based on increasing Gross Receipts. Fifty percent of the Annual Productivity Reward will be based on increasing Gross Receipts above the proposed threshold as indicated on Exhibit A and fifty percent will be earned on maintaining an 80% favorable customer rating. Enter the dollar amount of your proposed Annual Productivity Reward that will be based on customer rating. Also indicate the amount of your proposed Capital Investment. Exhibit A must be signed by a representative of your company that is authorized to negotiate contract terms. Include name, address and telephone number of the authorized negotiator.

   2) **Exhibit B Projected Sales and Attendance**: Enter your projected sales by category, booking type and building. Sales can be calculated by entering your projected per cap by category and multiplying by the projected attendance to calculate the sales. The sales projections should be carried over to Exhibit D.

   3) **Exhibit C Capital Investment**: Enter your capital investment budget by building for all recommended capital improvements.

   4) **Exhibit D Operating Performa**: Enter your projected sales and costs by building to calculate Net Profit to City for three years as indicated.

   5) **Exhibit E Management Staffing**: Indicate the proposed salary structure for all management staff.

   6) **Exhibit F Historic Sales and Attendance**: Provided for informational purposes only and does not need to be returned.

   7) **Exhibits G & H Historical P&L's**: Provided for informational purposes only and do not need to be returned.

   8) **Exhibit I Current Menu Pricing**: Proposer can find information at http://austinconventioncentercatering.com/ for all current menus.

   9) **Exhibit J Equipment List**: Provided for informational purposes only and does not need to be returned.

10) **Exhibit K Smallwares Inventory**: Provided for informational purposes only and does not need to be returned.

D. Experience Requirements

Submit the following documentation to document your experience:

1) Demonstrate and document your compliance with the minimum experience and qualifications as set forth in Section 0500, Scope of Work. Provide all necessary or appropriate supporting details that are included, but not limited to Section 5.1.

E. Reference Requirements

Submit the following documentation to provide your references:

1) Document the references required in Section 0500, Scope of Work Section 5.2.

F. Legal Organization of Proposer

Submit the following documentation:

1) Demonstrate and document your compliance with the legal organization or Proposer as set forth in Section 0500, Scope of Work. Provide all necessary or appropriate supporting details that are included, but not limited to Section 5.3.

G. Financial Strength and General Reporting Requirements

Submit the following documentation to document your financial strength and stability:

1) Demonstrate and document the qualification as set forth in Section 0500, Scope of Work. Provide all necessary or appropriate supporting details that include but not limited per Section 5.4.

2) Provide financial statements for the last three fiscal years. If the financial statements are unaudited, include an explanation why audited financial statements are unavailable. Financial statements should include balance sheet, income statement, and cash flow statement and notes prepared by an independent Certified Public Accountant, in accordance with generally accepted accounting principles. If proposing as a partnership or joint venture, provide the financial information described above for each general partner or joint venture.

3) Provide a statement as to whether the Proposer or its subcontractors has had a bond or surety cancelled or forfeited. If so, state the name of the bonding company, date of cancellation or forfeiture, amount of bond, and the reason for the cancellation or forfeiture.

H. Business Organization

1) Describe your organization, i.e., state its full name, address, and identify parent company or other ownership interests. Specify the affiliate, branch office or other subordinate element that will perform, or assist in performing work referenced herein. Indicate whether you operate as a partnership, corporation, or individual. Name the State in which your company is incorporated or organized. Provide documentation that shows that your company is authorized to do business in the State of Texas.

2) If your company is a franchisee or licensee of another company that is in the business of providing foodservices, please disclose this relationship to the fullest extent possible, subject to non-disclosure covenants, if any.

I. Marketing and Sales Approach

1) Demonstrate and document your compliance with the minimum experience and qualifications as set forth in Section 0500, Scope of Work. Provide all necessary or appropriate supporting details that include but is not limited to 5.5.

J. Qualifications of General Manager, Executive Chef and Personnel

1) Demonstrate and document your compliance with the minimum experience qualifications as set forth in Section 0500, Scope of Work. Provide all necessary or appropriate supporting details that include but is not limited to 5.6.

2) Provide a list of all job titles, job descriptions and minimum wages for **all** proposed staff positions.

3) Describe in detail your employee benefits program.

4) Provide a general explanation and chart that specifies project leadership and reporting responsibilities. If subcontractors are proposed, identify their placement in the primary management structure, and provide internal management descriptions for each subcontractor.

5) Describe the management policies and practices to be used at the ACCD including supervision and surveillance or auditing to be rendered by the home office, if applicable.

6) Describe the training program for all positions you propose as well as recurring training to encourage and enhance job performance and advancement.

7) State whether or not drug testing is a prerequisite for employment. If so, indicate job titles for which it is required.

K. Operational Approach

1) Provide all information as set forth in Section 0500, Scope of Work. Provide all necessary or appropriate supporting details that include but are not limited to 5.7, 5.8, 5.9, and 5.10.

2) Describe in detail your records retention policy and procedures as set forth in 6.8 of Section 0500, Scope of Work.

L. Financial Compensation

1) Demonstrate and document your compliance with the minimum requirements as set forth in Section 0500, Scope of Work. Provide all necessary or appropriate supporting details that include but is not limited to 5.11 and 5.13

2) The ACCD will consider a Management Fee contract proposal for the ACC and PEC based on IRS guidelines. Please provide an outline of the proposed compensation proposal that Proposer is willing to enter into if selected to provide concessions and catering for both facilities. Please identify the following in Exhibit A:

a) The Proposed periodic fixed fee payable to Proposer after each accounting month if Prosper is selected as the Successful Proposer

b) The proposed productive or incentive reward payable to Proposer. This specific productivity or incentive reward amount, if any, to the Proposer will be determined in accordance with Performance Measures and Performance Evaluation that will be outlined in the contract as well as exceeding Gross Receipts Threshold as identified in Exhibit A. This reward may not exceed 20% of the total compensation to Proposer.

M. Capital Investment

1) Demonstrate and document your compliance with the minimum requirements as set forth in Section 0500, Scope of Work. Provide all necessary or appropriate supporting details that include but is not limited to 5.12. Please show your proposed capital investment by building on Exhibit C.

N. Proposal Acceptance Period All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal and accepted by the City.

O. Proprietary Information All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon request.

P. Exceptions State any objections or exceptions to the terms and conditions of this RFP including the draft concession agreement.

2. PROPOSAL PREPARATION COSTS:

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

3. EVALUATION FACTORS AND AWARD:

A. Competitive Selection

This procurement will comply with applicable City of Austin Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Successful Proposer. Award of a contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

B. Evaluation Factors

Evaluation of the proposal(s) shall be based on the following criteria, which are valued as indicated, per Section 0500 (Scope of Work).

Factor		Evaluation Points
1.	Experience Requirements - Section 5.1	15
2.	Reference Requirements - Section 5.2	2
3.	Legal Organization of Proposer - Section 5.3	5
4.	Financial Strength and General Reporting Requirements - Section 5.4	15
5.	Marketing and Sales Program - Section 5.5	15
6.	Personnel - Section 5.6	50
7.	Operational Approach - Section 5.7	20
8.	Concession Capability - Section 5.8	3
9.	Facility Transitional Plan - Section 5.9	15
10.	Quality of Merchandise - Section 5.10	5

11.	Past Default - Section 5.11	5
12.	Capital Investment - Section 5.12	10
13.	Financial Compensation - Section 5.13	45
Total Points		**205**

THE CITY MAY, IN ITS SOLE DISCRETION, ELECT TO CONDUCT INTERVIEWS WITH ALL OR A SHORT LIST OF THE HIGHEST EVALUATED PROPOSERS TO FACILITATE SELECTING PROPOSAL(S) AND MAY AWARD UP TO A MAXIMUM OF **50 POINTS** FOR THE INTERVIEW, THEREBY ESTABLISHING 255 AS THE MAXIMUM POINTS AVAILABLE FOR PROPOSALS. (TOTAL MAXIMUM POINTS IS 205, IF NO INTERVIEWS ARE CONDUCTED.)

C. Contract Preparation

The contract shall be prepared under the direction of the City Purchasing Office, and shall incorporate all applicable provisions.

CITY OF AUSTIN

CITY CODE CHAPTER 2-9C
NON-PROFESSIONAL SERVICES
MBE/WBE PROCUREMENT PROGRAM

Project Name: Catering and Concessions Services

Project/Solicitation Number: PAX0105

Date: October 17, 2011

FEBRUARY 2010

TABLE OF CONTENTS

Page

Overview…… **1**

Compliance Plan **Instructions**…… **3**

Good Faith Efforts Instructions……... **7**

Contacting Potential MBE/WBE Subcontractors……... **7**

Good Faith Efforts Review……... **8**

Post-Award Instructions…… **10**

Letter of Intent…… **10**

Post-Award Monitoring……... **10**

FORMS

Appendix A: *Compliance Plan*……. **12**

Appendix B: Letter to Potential Subcontractors……. **19**

Appendix C: Letter of Intent…….. **20**

Appendix D: Availability Lists

MBE/WBE GOALS

Annual/Project Participation Goals:				Annual/Project Participation Subgoals:		
MBE	12.8	%		African American	NA	%
WBE	13.8	%	**OR**	Hispanic American	NA	%
				Asian/Native American	NA	%
				WBE		%

OVERVIEW

This document should be read in conjunction with the City of Austin's Minority-owned and Women-owned Business Enterprise Procurement Program for Construction (Chapter 2-9C of the Austin City Code) and the Small and Minority Business Resources Department (SMBR) Rules. The definitions contained in Chapter 2-9C apply to this document. Copies of Chapter 2-9C and SMBR Rules may be obtained online at http://www.ci.austin.tx.us/smbr/rules.htm or from SMBR, 4201 Ed Bluestein, Austin, Texas 78721 (512) 974-7600.

Firms or individuals submitting bids for this solicitation agree to abide by the City's MBE/WBE Procurement Program and Rules. The City's MBE/WBE program is intended (1) to promote and encourage MBEs and WBEs to participate in business opportunities with the City of Austin; (2) to afford MBEs and WBEs an equal opportunity to compete for work on City contracts; and (3) to encourage contractors to provide subcontracting opportunities to certified MBEs and WBEs by soliciting such Firms for subcontracting opportunities. The City of Austin and its contractors shall not discriminate on the basis of race, color, national origin, disability, or gender in the award and performance of contracts.

The City encourages Bidders to achieve the MBE/WBE participation goals and subgoals for this contract. However, Bidders may comply with the City Code and Rules without achieving the participation goals so long as they make and document Good Faith Efforts that would allow MBE and WBE participation per Section 2-9C-21 of the City Code and Section 9.1 of the Rules. Bidders that do not meet the project's goals and subgoals are subject to Good Faith Efforts review.

Prior to the due date and time specified in the City's solicitation documents, all Bidders (including those Firms certified as MBE/WBEs) shall submit: (1) an *MBE/WBE Compliance Plan* (Appendix A); and (2) if the project goals are not met, all appropriate documentation to demonstrate Good Faith Efforts to meet the project goals. Any questions regarding preparation of the *Compliance Plan* should be directed to SMBR at (512) 974-7600. Such contact will not be a violation of the anti-lobbying ordinance.

The City has implemented Anti-Lobbying Ordinance 20071206-045 (Chapter 2-7 of the Austin City Code). Under Chapter 2-7, there is a "no-contact" period from the date the City issues a solicitation until

the contract is executed. During the "no-contact" period, a person responding to a City solicitation can speak only to the contract's authorized contact person regarding their solicitation response. Chapter 2-7 allows certain exceptions; for instance, a person responding to a City solicitation may speak to SMBR regarding this *Compliance Plan*. See the full language of the Ordinance, City Chapter, or solicitation documents for further details.

If the *Compliance Plan* and Good Faith Efforts documentation are not submitted prior to the due date and time specified in the solicitation documents, the bid will be deemed non-responsive and not be accepted for consideration.

COMPLIANCE PLAN **INSTRUCTIONS**
(See Appendix A)

SMBR may request written clarification of items listed on the *Compliance Plan*. However, there will be no further opportunity for the Bidder to augment the MBE/WBE participation originally listed in the *Compliance Plan* or to demonstrate Good Faith Efforts that were not made prior to the submission of the *Compliance Plan*. Changes to the *Compliance Plan* are permitted only after contract execution and only with prior written approval of SMBR.

Please type or clearly print all information, use "none" or "N/A" where appropriate, and sign and date the *Compliance Plan* as indicated. Please fill in all the blanks and use EXACT numbers. DO NOT USE: "approximate," "plus or minus (+ -)," "up to," "to be determined (TBD)," < >, or any other qualifying language.

Compliance Plans **not complying with** ***Compliance Plan*** **Instructions shall be rejected as non-responsive. Submissions not utilizing the forms provided with the solicitation may render the submission nonresponsive or noncompliant.**

Section I Project Identification and Goals

This section includes the pre-printed Project Name, Project/Solicitation Number, and goals and/or subgoals. The Bidder does not need to fill in any information under Section I.

Section II Prime Company Information

The Bidder should complete this section with its information and sign in the space provided. The portion of Section II marked as "Reserved for City of Austin SMBR Only" should be left blank.

Section III *Compliance Plan* Summary

This section is a summary of subcontractor participation in this Bid. Bidder should complete Sections IV-VII, described below, before attempting to complete Section III. After completing Sections IV-VII, calculate the percentage of MBE/WBE participation for each goal and enter the information in the blanks provided. Because Section III is a summary, if there are any inconsistencies between Sections IV-VII and Section III, the calculations contained in Sections IV-VII will prevail.

Section IV Disclosure of MBE and WBE Participation

Please list all certified MBE/WBEs subcontractors using the legal name under which they are registered to do business with the City of Austin and the value of the work they will be performing themselves except for subcontractor(s) that will be performing the trucking or hauling scope of work (see Section VII below). Do not include the value of work that the MBE/WBE's subcontractors will be subcontracting to second-level subcontractors. By listing certified MBE and WBE Firms on the *Compliance Plan,* the Bidder indicates that both parties acknowledge the price and scope of work and that they are prepared to contract for that price and scope if the City awards the project to the Bidder. Unit price subcontracts are acceptable if appropriate to the type of work being performed. A Letter of Intent (LOI) does not replace a binding contract between a prime contractor and a subcontractor.

Before completing Section IV of the *Compliance Plan*, please read the following instructions regarding how to count MBE/WBE participation:

(A) Only the value of the work actually performed by the MBE/WBE shall be counted toward the goals. This includes:

(1) work performed by the MBE/WBE's own forces;

(2) the cost of supplies, materials, or equipment purchased, leased, or otherwise obtained by the MBE/WBE for the work of the contract (except that supplies, materials, and equipment purchased or leased from the prime contractor or its affiliate may not be counted toward the goal); and

(3) fees or commissions charged by an MBE/WBE for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a contract, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.

(B) When a Bidder purchases supplies, materials, or equipment from an MBE/WBE, the cost of those supplies, materials, or equipment shall be counted toward the goals as follows:

(1) If the supplies, materials, or equipment are obtained from an MBE/WBE that is a Manufacturer or Regular Dealer, 100 percent of the payment for the supplies, materials, or equipment shall be counted toward the goals.

(2) If the supplies, materials, or equipment are obtained from an MBE/WBE that is neither a Manufacturer nor a Regular Dealer, the cost of the materials and supplies themselves shall not be counted toward the goals. However, fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, may be counted toward the goals if the payment of such fees is a customary industry practice and such fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

(C) When an MBE/WBE subcontractor listed on the *Compliance Plan* subcontracts part of the work of its contract to another Firm, the value of that second-level subcontracted work may not be counted toward the goals based on the initial subcontractor's MBE/WBE certification. Please see Section VI for an explanation of how to count the value of second-level subcontractors' work.

(D) A Firm owned by a minority woman may be certified as both an MBE and a WBE (dual certified). On a single contract, the value of the work performed by a dual certified subcontractor may not be counted toward both the MBE and the WBE goals. The Bidder must decide whether to designate the dual certified subcontractor as an MBE or a WBE in the *Compliance Plan* for the purpose of meeting the goals set for that contract. That designation may not be changed for the duration of the contract.

(E) When an MBE/WBE performs as a participant in a certified Joint Venture, only the portion of the contract value that is the result of the distinct, clearly defined portion of the work that the

MBE/WBE performs with its own forces and for which it is at risk shall be counted towards the project goals. For more specific information regarding requirements and evaluations of certified MBE/WBE Joint Ventures, please see the City's Program Rules or contact SMBR's Certification Division.

(F) Only expenditures to an MBE/WBE contractor that is performing a Commercially Useful Function shall be counted toward the project goals. If SMBR makes an initial determination that an MBE/WBE is not performing a Commercially Useful Function given the type of work involved and normal industry practices, the MBE/WBE may present evidence to rebut this presumption.

(G) To be counted toward project goals, MBE/WBEs must be certified by SMBR prior to the due date to submit the *Compliance Plan* as specified in the City's solicitation documents. A Firm that is certified as an MBE/WBE at the time that the *Compliance Plan* is filed may cease to be a certified Firm before the contract is completed. Only the value of the work performed by such a Firm while it is certified may be counted toward the project goals.

Section V Disclosure of Non-Certified Subcontractors

Please list all known non-certified subcontractors, using the legal name under which they will be registered to do business with the City, to be used in the performance of this contract, except for subcontractor(s) that will be performing the trucking or hauling scope of work (see Section VII below). If Bidder will not use any non-certified Firms, please write "N/A" in the first box on this page.

If additional scopes of work are identified in this section as available for subcontracting beyond those identified in the availability lists provided, Bidder must contact SMBR to request an availability list of certified Firms for those additional scopes of work.

The scopes of work indicated in Section V will be considered subcontracting opportunities for MBEs and WBEs, unless it is demonstrated that certified MBEs or WBEs are unavailable or do not possess the requirements in the technical portion of the solicitation to perform the work involved. If Bidder did not meet the project goals, Bidder must explain in the space provided why MBEs/WBEs were not used as subcontractors. If Bidder did meet the project goals, please write "Goals Met" in the space provided.

Section VI Disclosure of Second-Level Subcontractors

Please complete this section if Bidder knows that one or more of their subcontractors will subcontract part of the work of their contracts to second-level subcontractors. Identify second-level contractors by the legal name under which they will be registered to do business with the City. In the last line of each entry box, please write the name of the first-level subcontractor that will be subcontracting work to the second-level subcontractor. The first-level subcontractor should be listed in Section IV or Section V. If Bidder is not aware of any second-level subcontractors, please write "N/A" in the first box on this page.

As discussed in Section IV above, when an MBE/WBE subcontractor subcontracts part of the work of its contract to another Firm, the value of that second-level subcontracted work may not be counted toward the goals based on the initial subcontractor's MBE/WBE certification. The value of the second-level subcontracted work may be counted toward the project goals only based on the second-level subcontractor's own MBE/WBE certification, if any. Work that an MBE/WBE subcontracts to a non-

certified Firm does not count toward the goals. Work that an MBE/WBE subcontractor contracts to another certified Firm shall not be counted twice towards the goal.

Section VII Disclosure of Primary and Alternate Trucking Subcontractors

Please complete this section if the project includes trucking or hauling services as a scope of work. Each time this scope of work is required on the project, Bidder must contact the Firm listed as the primary trucking subcontractor in this section. If the primary trucking subcontractor is not available or cannot perform the entirety of the work at the time required, Bidder may contact the alternate trucking subcontractors in the order that Bidder lists them in this section. Identify primary and alternate trucking subcontractors by the legal name under which they will be registered to do business with the City. Bidder must contact the primary trucking subcontractor at least 24 hours before the work is to be performed. Bidder will not need to submit a Request for Change to use the alternate trucking subcontractors if Bidder contacted the primary trucking subcontractor first and then proceeded to contact the alternates in the order Bidder listed them on this section.

For purposes of meeting the project goals or subgoals at the *Compliance Plan* stage, the entire value of this scope of work shall be assigned to the primary trucking subcontractor. At contract closeout, MBE/WBE participation will be counted based on the actual usage of the primary and alternate trucking subcontractors.

Section VIII MBE/WBE *Compliance Plan* Check Sheet

Please complete the MBE/WBE *Compliance Plan* Check Sheet with the information requested.

GOOD FAITH EFFORTS INSTRUCTIONS
(See Appendices B and D)

The Bidder has a responsibility to make a portion of the work available to MBE/WBE subcontractors so as to facilitate meeting the goals or subgoals. If the Bidder cannot achieve the goals or subgoals, documentation of the Bidder's Good Faith Efforts to achieve the goals or subgoals must be submitted at the same time as the *Compliance Plan*. The SMBR Director will review the documentation provided and determine if the Bidder made sufficient Good Faith Efforts. That there may be some additional costs involved in soliciting and using MBEs and WBEs is not a sufficient reason for a Bidder's failure to meet the goals and subgoals, as long as such costs are reasonable. However, a Bidder is not required to accept a higher quote from a subcontractor in order to meet a goal or subgoal.

Contacting Potential MBE/WBE Subcontractors

The City has determined the scopes of work for this project and provided an Availability List of all the MBE and WBE firms certified to perform those scopes. The Availability List is found at Appendix D and has two sections: *Vendors Within the Significant Local Business Presence (SLBP) Area* and *Vendors Outside the Significant Local Business Presence (SLBP) Area*. As part of Good Faith Efforts, Bidders ***must*** contact ***all*** the firms in the *Vendors Within the SLBP Area* section. Please note that every firm on the Availability List – within and outside the SLBP – is certified as an MBE or WBE for purposes of meeting the project goals, and Bidders are encouraged to contact all the firms. If a Bidder identifies an additional scope of work for this project, the Bidder must request an Availability List for that scope. The SMBR Director determines whether the Bidder has made sufficient Good Faith Efforts if goals or subgoals are not met.

The City neither warrants the capacity nor guarantees the performance of any Firm indicated on the availability list.

The availability list is sorted in numerical sequence by National Institute of Governmental Purchasing (NIGP) Commodity Code. It includes all certified MBE/WBE vendors for the scopes of work identified by the City as being potentially applicable to this project. However, the availability list is not a comprehensive identification of all areas of potential subcontracting opportunities. If a Bidder identifies one or more work areas that are appropriate subcontracting opportunities that are not included on the availability list, the Bidder shall contact SMBR to request the availability of MBE and WBE Firms in those areas. Requests for supplemental availability lists will be evaluated as a part of the Bidder's Good Faith Efforts to meet the goals.

If the Bidder believes any of the work areas on the availability list are not applicable to the project's scope of work or if the Bidder believes that the lists are inaccurate, notify the authorized contact person of the concern. All the Bidders will be notified in writing of any inaccuracy by addendum to the solicitation. Concerns about a particular MBE/WBE's certification status may be addressed to SMBR at (512) 974-7600 or the SMBR Certification Division at (512) 974-7645. If the Bidder wants to use a subcontractor that does not appear on this list, Bidder may either request the subcontractor to furnish proof of certification and the specific work areas for which it has been certified or request such information from SMBR.

Appendix B shows the format for collecting required information from the subcontractors on the *Vendors Within SLBP Area* availability list. The information must be obtained at least five (5) business days prior to the submission of the *Compliance Plan*; alternate formats may be acceptable as long as they gather the

same required information. Attached to the Subcontractor Vendor List at Appendix D is a list containing the names and addresses of all the MBE/WBE Firms in alphabetical order. This list is in label format and is designed to facilitate the printing of mailing labels.

The following codes are used on the availability lists:

GND	A firm's two-digit gender/ethnicity code (e.g., FA, MA, or FB)	LCTN	A firm's two-digit location code (e.g., SL or TX)
FA	Female / Asian-American	FN	Female / Native American
MA	Male / Asian-American	MN	Male / Native American
FB	Female / African-American	FW	Female
MB	Male / African-American	SL	Significant Local Business Presence (SLBP)
FH	Female / Hispanic	TX	Outside SLBP
MH	Male/ Hispanic		
MBE	A firm certified as a Minority-owned Business Enterprise	WBE	A firm certified as a Woman-owned Business Enterprise
M/WB	A firm certified as both a Minority-owned & Woman-owned Business Enterprise	W/MB	A firm certified as both a Minority-owned & Woman-owned Business Enterprise
M/WDB	A firm certified as a Minority-owned; Woman-owned; and Disadvantaged Business Enterprise	W/MDB	A firm certified as a Minority-owned; Woman-owned; and Disadvantaged Business Enterprise

Good Faith Efforts Review

If goals are not met, SMBR will examine the *Compliance Plan* and the Good Faith Efforts documentation submitted with the *Compliance Plan* to ensure that the Bidder made Good Faith Efforts to meet the project goals or subgoals. In determining whether the Bidder has made Good Faith Efforts, SMBR will consider, at a minimum, the Bidder's efforts to do the following:

(A) Solicit certified MBE or WBE subcontractors with a Significant Local Business Presence (SLBP) and request a response from those interested subcontractors who believe they have the capability to perform the work of the contract. The Bidder must solicit this interest more than five (5) business days prior to submission of the *Compliance Plan* to allow sufficient time for the MBEs or WBEs to respond. The Bidder must take appropriate steps to follow up with subcontractors who respond. The Bidder must state a specific and verifiable reason for not contacting each certified Firm with a significant local business presence.

(B) Provide interested MBEs or WBEs with adequate information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner, to assist them in responding and submitting a bid.

(C) Negotiate in good faith with interested MBEs or WBEs that have submitted bids to the Bidder. An MBE/WBE that has submitted a bid to a Bidder but has not been contacted within five (5) business days of submission of the bid may contact SMBR to request a meeting with the Bidder. Evidence of good faith negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work.

If the Bidder meets less than half of any goal, the following factors may also be considered by SMBR in determining whether a Bidder has made Good Faith Efforts. These factors are not intended to be a mandatory checklist, nor are they intended to be exclusive or exhaustive:

(A) Whether the Bidder selected portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the MBE/WBE goals or subgoals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the Bidder might otherwise prefer to perform these work items with its own forces.

(B) Whether the Bidder made efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the City or contractor.

(C) Whether the Bidder made efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

(D) Whether the Bidder used the services of available community organizations; minority persons/women contractors' groups; local, state, and federal minority persons/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs. It is the Bidder's responsibility to seek guidance from SMBR on any questions regarding compliance with this section.

(E) Whether other Bidders successfully met the goals.

The ability or desire of a Bidder to perform the work of a contract with its own organization does not relieve the Bidder of the responsibility to make Good Faith Efforts.

Bidders may reject MBE/WBEs as unqualified only following thorough investigation of their capabilities. The MBE/WBE's membership or lack of membership in specific groups, organizations, or associations, and political or social affiliations (for example union or non-union employee status), are not legitimate causes for the rejection or non-solicitation of bids/proposals in the Bidder's efforts to meet the project goals or subgoals.

At a minimum, the following should be submitted to support Good Faith Effort documentation (documentation is not limited to this list):

- Fax logs and copies of documents sent to firms within the SLBP area.
- Copies of written correspondence to certified firms (include names, addresses, and other identifying information).
- Phone logs with responses (*Phone contacts, alone, will not be sufficient.*).
- Lists and copies of letters sent by mail, hand delivered, or e-mailed.
- Breakdown of negotiations made with certified firms.

The following additional Good Faith Efforts factors may also be considered

- Fax logs and copies of documents sent to firms outside the SLBP area.
- Copies of advertisements with local newspapers or trade associations and Chambers of Commerce.
- Copies of all bids received in response to Bidder contacting other Firms.
- Other communications regarding contacts with trade associations and Chambers of Commerce.

POST-AWARD INSTRUCTIONS
(See Appendix C)

Letter of Intent

The low Bidder according to the Certified Bid Tab is required to submit a signed and notarized Letter of Intent (LOI) from each subcontractor that is identified in the *Compliance Plan* within three (3) business days after receipt of a written request by the City. The LOIs must be in the format shown on the sample at Appendix C and must contain all information included in the sample. LOIs are required for all levels of subcontracting, and a separate LOI for each subcontractor is required. The amount and scope of work indicated on each LOI shall be the actual amount indicated on the *Compliance Plan* submitted with the bid and approved by the City.

Changes to the *Compliance Plan* including substitution of subcontractors are permitted only after contract execution and only with prior written approval of SMBR. Request for changes to the *Compliance Plan* must be submitted on the *Request for Change of Compliance Plan Form* for all levels of subcontracting. LOIs must be submitted for all additions of Subcontractors to the *Compliance Plan* prior to the start of work.

Post-Award Monitoring

The City will monitor post-award compliance information regarding the use of certified MBE/WBE Firm(s) listed on the *Compliance Plan*. The contractor will be required to submit post award reports detailing the utilization of all subcontractors. The reports and other information regarding post-award compliance will be discussed with the successful Bidder. The following information on Payment Verification, Change Order/Contract Amendments, and Progressive Sanctions provides an overview of some of the post-award monitoring process.

- **Payment Verification**

Bidders are advised that the contract resulting from this solicitation includes a subcontractor payments clause. This clause requires all subcontractors to be paid within ten (10) calendar days from the date that the prime contractor has been paid by the City for invoices submitted by subcontractors.

The prime contractor shall submit a *Subcontractor/Supplier Awards and Expenditures Report* to the project manager and/or contract administrator at the time specified by the managing department. The report shall be in the format required by the City and shall include all awards and payments to subcontractors for goods and services provided under the contract during the previous month. This report may be used by the City to verify utilization of and payment to MBEs and WBEs.

The prime contractor and/or any subcontractor whose subcontracts are being counted toward the MBE/WBE requirements shall allow the City access to records relating to the contract, including but not limited to, subcontracts, payroll records, tax information, and accounting records, for the purpose of determining whether the MBEs/WBEs are performing the scheduled subcontract work.

In determining achievement of MBE/WBE goals, the participation of an MBE/WBE subcontractor shall not be counted until the amount being counted toward the goal has been paid.

- **Change Order/Contract Amendments**

The goals on this contract shall also apply to change orders that require work beyond the scope(s) of trades originally required to accomplish the project. The contractor is required to make Good Faith Efforts to obtain MBE/WBE participation for additional scopes of work.

Change orders that do not alter the type of trades originally required to accomplish the project may be undertaken using the subcontractors already under contract to the prime contractor. Project managers will have automatic SMBR approval to authorize any change order that **increases** the contract amount for an **existing** certified subcontractor and is **within** the existing scope being performed by that subcontractor.

- **Progressive Sanctions**

The successful Bidder's *Compliance Plan* will be incorporated into the resulting contract with the City. As described in Section 16.5 of the 00700 General Conditions to the Contract, progressive sanctions may be imposed for failure to comply with Chapter 2-9C of the City Code, including:

- Providing false or misleading information to the owner in connection with the submission of a Bid, in responses to requests for qualifications or proposals, in Good Faith Efforts documentation, in post award compliance, or in other Program operations;
- Substituting Subcontractors without first receiving approval for such substitutions, which may include the addition of an unapproved Subcontractor and failure to use a Subcontractor listed in the approved *Compliance Plan*; and
- Failure to comply with the approved *Compliance Plan* without an approved Request for Change, an approved Change Order, or other approved change to the Contract.

Please refer to Section 2-9C-25 of the City Code and SMBR Rule 11.5 for additional information.

Appendix A

IFB – MBE/WBE COMPLIANCE PLAN

All sections (I-VIII) must be completed and submitted prior to the due date in the solicitation documents

Section I — Project Identification and Goals

Project Name	Catering and Concession Services
Solicitation Number	PAX0105

Project Goals or Subgoals	
MBE	12.8%
African American	NA%
Hispanic American	NA%
Native/Asian American	NA%
WBE	13.8%

Section II — Prime Company Information

Name of Company	
Address	
City, State Zip	
Phone	
Fax	
Name of Contact Person	
Is prime company City certified?	Yes ☐ No ☐ MBE ☐ WBE ☐ MBE/WBE Joint Venture ☐

I certify that the information included in this Compliance Plan is true and complete to the best of my knowledge and belief. I further understand and agree that this Compliance Plan shall become a part of my contract with the City of Austin.

_____

Name and Title of Authorized Representative

_____ _____

Signature **Date**

For SMBR Use Only:

I have reviewed this compliance plan and found that the Bidder **HAS** ☐ or **HAS NOT** ☐ complied as per the City Code Chapter 2-9C.

Reviewing Counselor _____ Date _____

Director/Assistant Director _____ Date _____

Section III — Compliance Plan Summary

Note:
- **Fill in all the blanks.**
- **For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.**
- **Compliance plans not complying with these requirements shall be rejected as non-responsive.**

Total Base Bid (*if applicable)*: $ _____

Goals: Proposed Participation		
MBE	**$**	**%**
WBE	**$**	**%**
Non-Certified	**$**	**%**

SubGoals: Proposed Participation		
African American	**$**	**%**
Hispanic	**$**	**%**
Native/Asian American	**$**	**%**
WBE	**$**	**%**
Non-Certified	**$**	**%**

Bidder's own participation in base bid (less any amount subcontracted):

Amount: $ _____ **Percentage: _____**%

Are the stated goals or subgoals of the solicitation met? *(If no, attach documentation of Good Faith Efforts)*

Yes ☐ No ☐

For SMBR Use Only:

Verified Goals OR Subgoals:

MBE _____ % WBE _____ %

African-American _____ %; Hispanic _____%; Native/Asian American_____%; WBE_____%

Section IV — Disclosure of MBE and WBE Participation

Duplicate As Needed

Note:

- **Fill in all the blanks.**
- **For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.**
- **Compliance plans not complying with these requirements shall be rejected as non-responsive.**
- **Fill in names of MBE/WBE Certified Firms as registered with the City of Austin.**

Name of MBE/WBE Certified Firm	
City of Austin Certified	MBE ☐ WBE ☐ Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Amount of Subcontract	$ %
Commodity codes/describe services	

Name of MBE/WBE Certified Firm	
City of Austin Certified	MBE ☐ WBE ☐ Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Amount of Subcontract	$ %
Commodity codes/describe services	

Name of MBE/WBE Certified Firm	
City of Austin Certified	MBE ☐ WBE ☐ Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Amount of Subcontract	$ %
Commodity codes/describe services	

Name of MBE/WBE Certified Firm	
City of Austin Certified	MBE ☐ WBE ☐ Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Amount of Subcontract	$ %
Commodity codes/describe services	

Section V — Disclosure of Non-Certified Subcontractors

Duplicate As Needed

Note:

- **Fill in all the blanks.**
- **For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.**
- **Compliance plans not complying with these requirements shall be rejected as non-responsive.**
- **Fill in names of Non-Certified Subcontractors as registered with the City of Austin.**

Will non-certified subcontractors/suppliers be used? Yes ☐ No ☐

Subcontractor		
Vendor Code		
Address/ City / State / Zip		
Contact Person	Phone #:	
Amount of Subcontract	$	%
Commodity codes/describe services		
Reason MBE/WBE not used		

Subcontractor		
Vendor Code		
Address/ City / State / Zip		
Contact Person	Phone #:	
Amount of Subcontract	$	%
Commodity codes/describe services		
Reason MBE/WBE not used		

Subcontractor		
Vendor Code		
Address/ City / State / Zip		
Contact Person	Phone #:	
Amount of Subcontract	$	%
Commodity codes/describe services		
Reason MBE/WBE not used		

Subcontractor		
Vendor Code		
Address/ City / State / Zip		
Contact Person	Phone #:	
Amount of Subcontract	$	%
Commodity codes/describe services		
Reason MBE/WBE not used		

Section VI Disclosure of Second-Level Subcontractors

Duplicate as Needed

Note:

- **Fill in all the blanks.**
- **For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.**
- **Compliance plans not complying with these requirements shall be rejected as non-responsive.**
- **Fill in names of Second-Level Subcontractors as registered with the City of Austin.**

Second-Level Subcontractor	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Amount of Second-Level Subcontract	$ %
Commodity codes/describe services	
First-Level Subcontractor	

Second-Level Subcontractor	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Amount of Second-Level Subcontract	$ %
Commodity codes/describe services	
First-Level Subcontractor	

Second-Level Subcontractor	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Amount of Second-Level Subcontract	$ %
Commodity codes/describe services	
First-Level Subcontractor	

Second-Level Subcontractor	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Amount of Second-Level Subcontract	$ %
Commodity codes/describe services	
First-Level Subcontractor	

Section VII Disclosure of Primary and Alternate Trucking Subcontractors

Duplicate as Needed

Note:

- **Fill in all the blanks.**
- **For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.**
- ***Compliance Plans* not complying with these requirements shall be rejected as non-responsive.**
- **Fill in the names of Trucking Subcontractors as registered with the City of Austin.**

Primary Trucking Subcontractor	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Amount of Subcontract	$ %
Commodity codes/describe services	

Alternate Trucking Subcontractor	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:

Alternate Trucking Subcontractor	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:

Alternate Trucking Subcontractor	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:

Alternate Trucking Subcontractor	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:

SECTION VIII — MBE/WBE *COMPLIANCE PLAN* CHECK LIST

The MBE/WBE *Compliance Plan* must be completed and submitted by the time specified in the solicitation documents. If the goals or subgoals were not achieved, Good Faith Efforts documentation must be submitted with the MBE/WBE *Compliance Plan*. All questions in Section VIII MUST be completed and submitted with the *Compliance Plan* if goals or subgoals are not met.

1. Were written notices sent to all MBE/WBEs from the Significant Local Business Presence availability list at least five (5) business days prior to the submission of this *Compliance Plan*?

   Yes ☐ No ☐

2. Is documentation of those written notices attached?

   Yes ☐ No ☐

3. Is written documentation of efforts to reach agreements with the MBE/WBEs who responded affirmatively to the Bidder's written notice attached?

   Yes ☐ No ☐

4. Is documentation of other efforts to meet the goals or subgoals attached?

   Yes ☐ No ☐

5. Were additional elements of work identified to achieve the goals or subgoals?

   Yes ☐ No ☐

   If yes, please explain: _____

   _____

6. Was SMBR or any other Minority or Women organization contacted for assistance?

   Yes ☐ No ☐

   If yes, complete following:

   Organization: _____

   Contact Person: _____

   Date of Contact: _____

Appendix B

LETTER TO POTENTIAL SUBCONTRACTORS

_____ is soliciting Minority and Women-Owned Business Enterprise participation for the following City of Austin project. Plans are available at the Austin area plan rooms, our office, and the locations listed in the Invitation for Bids.

Name of Project: _____

Project/Solicitation Number: _____

Location of Pre-bid Conference (if any): _____

_____

_____

Bid Date and Time: _____

This Project Includes the Following Scopes of Service:

- □ Asbestos Abatement
- □ Carpentry
- □ Carpeting
- □ Concrete
- □ Demolition Services
- □ Doors and Frames
- □ Drilling
- □ Drywall
- □ Electrical
- □ Excavation Services
- □ Fabricated Steel
- □ Flooring
- □ Glazing Services
- □ Hardware
- □ Heavy Construction Equipment
- □ Other _____
- □ HVAC
- □ Insulation
- □ Lab and Field Testing Services
- □ Landscaping
- □ Masonry
- □ Millwork
- □ Painting
- □ Paving and Resurfacing
- □ Plumbing
- □ Roofing
- □ Stone
- □ Tile
- □ Weather and Waterproofing
- □ Welding
- □ Windows
- □ Other _____

Contact our office for detailed information on the scopes of work being subcontracted and the relevant terms and conditions of the contract.

Please contact: _____ at _____ or _____
(Name) (Telephone) (Fax)

All bids MUST be received by: _____

Appendix C

LETTER OF INTENT

Name of Prime Contractor: _____

Address: _____
Street City State Zip Code

Telephone: (____)_____ Fax: (____)_____ Proposed Contract Amount: $ _____

Project/Solicitation Number: _____

Project Name: _____
Type of Agreement *(check one)*: ☐ Lump Sum ☐ Unit Price ☐ Commodity

Period of Performance: _____ Level of Subcontracting (*check one):* ☐ 1st ☐ 2nd ☐ 3rd

Legal Name of Subcontractor: _____

Subcontractor Vendor Code: _____

Address: _____
Street City State Zip Code

Telephone: (____)_____ Fax: (____)_____ Proposed Subcontract Amount: $_____
Commodity Code and description of work to be performed by Subcontractor Firm:

_____

_____

The Prime Contractor and the Subcontractor listed above agree that the Prime Contractor has provided the Subcontractor with a copy of the City's prevailing wage requirements.

Prime Contractor:

_____
Legal Name of Firm, as registered with the City

_____
Signature

_____
Print Name

_____
Title

_____
Date

STATE OF _____
COUNTY OF _____
SUBSCRIBED AND SWORN TO before me on the _____ day of _____, 200____.

_____
Notary Public

Subcontractor:

_____
Legal Name of Firm, as registered with the City

_____
Signature

_____
Print Name

_____
Title

_____
Date

STATE OF _____
COUNTY OF _____
SUBSCRIBED AND SWORN TO before me on the _____ day of _____, 200____.

_____
Notary Public

Accurate Cad & Technical Services Inc
8500 Bluffstone Cv Ste B-103b
Austin Tx, 78759-7811

Allstar Biz Group Llc
6006 Tasajillo Trail
Austin Tx, 78739

Anne Pritchard / Acclivity Performance
1902 Breaux Lane
Round Rock Tx, 78664

Austin Staffing, Inc / Austin Staffing
314 E. Highland Mall Blvd Suite 411
Austin Tx, 78752

Beatrice (Gonzalez) Fincher / Mass Appeal
610 W 30th St #226
Austin Tx, 78705

Cadman Design & Building Group(The) / Hurst, Eddie B Jr
1603 Gouda Ct.
Cedar Park Tx, 78613-

Community Development Management Co Inc
317 South Main Street
Lockhart Tx, 78644

Compsol, Inc.
7607 Eastmark Drive, Suite 253-D
College Station Tx, 77840

Creative Innovation Enterprises Inc / Cie Management Servi
5811 Techni Center Dr Ste 200
Austin Tx, 78721

Daystar Specialty Group Lp / Cappuccino Express
19631 Becker Rd
Hockley Tx, 77447

Emily'S Catering Llc / Emily'S Catering
4701 Red Bluff Rd # A
Austin Tx, 78702

Eq Consultants Group
1003 Justin Lane #1050
Austin Tx, 78757

Estilo Communications Inc
1000 East Cesar Chavez Street
Austin Tx, 78702

Hong Xing Inc / Wok & Roll
3600 Presidential Blvd # 203
Austin Tx, 78719

Ida M Ash / Business & Financial Solutions
Po Box 151708
Austin Tx, 78715-1708

Laura A Alexander / Business Solutions Consultant
10101 W Parmer Lane Ste 617
Austin Tx, 78717

Lone Star Office Supplies Inc / Lone Star Supplies
Po Box 151616
Austin Tx, 78715-1616

Lynn Taylor / Taylormade Careers
4500 E. Palm Valley Blvd Ste. 108
Round Rock Tx, 78665

Mechanical & Process Systems
1804 Central Commerce Court
Round Rock Tx, 78664

Monique Lucia Capanelli / Articulture Designs
2304 Southern Oaks Drive
Austin Tx, 78745

Pretty Clean Auto Detailing Service Inc / Pretty Clean Jan
1514 Ed Bluestein Ste 309
Austin Tx, 78721

Richard Cantu / La Cocinita Restaurante
1119 Spur St
Austin Tx, 78721

Safety Supply Inc
11827 Tech Com #114
San Antonio Tx, 78233

Sierra Airport Concessions
4739 Maple Ave
Dallas Tx, 75219-1004

Susan Bryant / Leaderservices
2800 Rollingwood Drive
Austin Tx, 78746

Tecxila, Inc / Casa Chapala Mexican Grill & Catering
3010 W. Anderson Lane, Ste. D
Austin Tx, 78757

The Mcdonald Consulting Group Inc / Mcdonald Consulti
3317 Lookout Lane
Austin Tx, 78746

Trj Snappy Snacks Mobile Catering Inc / Tom Ramsey

15630 Vision Dr

Pflugerville Tx, 78660

Zander Engineering And Consulting, Inc.

12713 Belcara Place

Austin Tx, 78732

City of Austin
Subcontract Vendor List - VCRCVS

Solicitation No: 0 Adhoc Availability

Rev. No: 0.00 **Selection Criteria:** ALL **Commodity Type** NIGP

C Code & NIGP / CSI Code Description	Vendor Code & Addres	Phone / Fax / Email	W/MB Code	G/E	LCTN
Vendors Within the SLBP Area					
20085 Uniforms, Blended Fabric					
	LON8310575 Lone Star Office Supplies Inc / Lone Star Supplies Po Box 151616 Austin, Tx 78715-1616	512-280-5145 512-280-2504 GAYLE@LONESTARSUPPLIES.COM	WDB	F/R	SL
	PRE8321190 Pretty Clean Auto Detailing Service Inc / Pretty Clean Janitorial Service 1514 Ed Bluestein Ste 309 Austin, Tx 78721	512-386-8986 512-386-8775 BRIDGET@PRETTYCLEANDETAILING.COM	M/WDB	F/B	SL
23235 Floral Supplies: Artificial Flowers, Floral Tape,					
	VC0000102527 Allstar Biz Group Llc 6006 Tasajillo Trail Austin, Tx 78739	512-767-2222 512-949-5054 info@allstarbizgroup.com	WBE	F/R	SL
94152 Heating Equipment Maintenance and Repair, Steam					
	MEC8310574 Mechanical & Process Systems 1804 Central Commerce Court Round Rock, Tx 78664	512-670-1715 512-670-0464 MIKE@MPSLTD.US	MDB	M/A	SL
95816 Business Management Services					
	CAD8303529 Cadman Design & Building Group(The) / Hurst, Eddie B Jr 1603 Gouda Ct. Cedar Park, Tx 78613-	512-260-7035 512-260-7035 TCM@ONR.COM	MDB	M/B	SL

City of Austin
Subcontract Vendor List - VCRCVS

Solicitation No: 0 Adhoc Availability

Rev. No: 0.00 **Selection Criteria:** ALL **Commodity Type** NIGP

C Code & NIGP / CSI Code Description	Vendor Code & Addres	Phone / Fax / Email	W/MB Code	G/E	LCTN
	EST7167205 Estilo Communications Inc 1000 East Cesar Chavez Street Austin, Tx 78702	512-477-1018 512-477-1017 INFO@ESTILOPR.COM	M/WDB	F/H	SL
	VS0000005061 Beatrice (Gonzalez) Fincher / Mass Appeal 610 W 30th St #226 Austin, Tx 78705	512-372-8291 512-372-8291 massappealaustin@att.net	M/WBE	F/H	SL
	VS0000009594 Ida M Ash / Business & Financial Solutions Po Box 151708 Austin, Tx 78715-1708	512-673-2806 512-873-0882 mara@bafsinc.org	M/WDB	F/H	SL
	VS0000013543 The Mcdonald Consulting Group Inc / Mcdonald Consulting Group Inc 3317 Lookout Lane Austin, Tx 78746	512-280-7175 marymcd@mcdcg.com	WBE	F/R	SL
	VS0000021229 Community Development Management Co Inc 317 South Main Street Lockhart, Tx 78644	512-398-7129 512-376-7304 rudyr@ccaustin.com	MDB	M/H	SL
	VS0000022114 Lynn Taylor / Taylormade Careers 4500 E. Palm Valley Blvd Ste. 108 Round Rock, Tx 78665	512-297-1246 lynn@taylormadecareersllc.com	M/WBE	F/B	SL
	VS0000022768 Zander Engineering And Consulting, Inc. 12713 Belcara Place Austin, Tx 78732	512-779-3459 martha@zander-ec.com	M/WBE	F/H	SL

Solicitation No: 0 Adhoc Availability

Rev. No: 0.00 **Selection Criteria:** ALL **Commodity Type** NIGP

C Code & NIGP / CSI	Code Description	Vendor Code & Addres	Phone / Fax / Email	W/MB Code	G/E	LCTN
		VS0000026197 Eq Consultants Group 1003 Justin Lane #1050 Austin, Tx 78757	818-679-1790 elizabeth.quintanilla@gmail.com	M/WDB	F/H	SL
		VS0000033288 Susan Bryant / Leaderservices 2800 Rollingwood Drive Austin, Tx 78746	512-327-0084 512-327-0084 leaderservices@yahoo.com	WBE	F/R	SL
		VS0000036288 Anne Pritchard / Acclivity Performance 1902 Breaux Lane Round Rock, Tx 78664	512-821-1111 512-834-0726 anne@acclivityperformance.com	WDB	F/R	SL
		VS0000036613 Laura A Alexander / Business Solutions Consultant 10101 W Parmer Lane Ste 617 Austin, Tx 78717	512-378-0099 info@businesssolutionsconsult.com	M/WDB	F/B	SL
96115	Concessions, Catering, Vending: Mobile and Station					
		CRE8303222 Creative Innovation Enterprises Inc / Cie Management Services 5811 Techni Center Dr Ste 200 Austin, Tx 78721	512-385-0005 512-385-7385 jjimliu@sbcglobal.net	MDB	M/A	SL
		VC0000102595 Richard Cantu / La Cocinita Restaurante 1119 Spur St Austin, Tx 78721	512-963-7714 lola_castro1977@yahoo.com	MBE	M/H	SL
		VC0000103002 Hong Xing Inc / Wok & Roll 3600 Presidential Blvd # 203 Austin, Tx 78719	512-731-1288 512-401-8995 HARRYPOTTERS@MSN.COM	M/WDB	F/A	SL

Solicitation No: 0 Adhoc Availability

Rev. No: 0.00 **Selection Criteria:** ALL **Commodity Type** NIGP

C Code & NIGP / CSI	Code Description	Vendor Code & Addres	Phone / Fax / Email	W/MB Code	G/E	LCTN
		VS0000002811 Tecxila, Inc / Casa Chapala Mexican Grill & Catering 3010 W. Anderson Lane, Ste. D Austin, Tx 78757	512-459-4242 chapala@casachapala.com	M/WBE	F/H	SL
		VS0000012775 Emily'S Catering Llc / Emily'S Catering 4701 Red Bluff Rd # A Austin, Tx 78702	512-389-0740 512-389-9762 emilyscatering@sbcglobal.net	WBE	F/R	SL
		VS0000018280 Trj Snappy Snacks Mobile Catering Inc / Tom Ramsey 15630 Vision Dr Pflugerville, Tx 78660	512-251-6544 512-251-1744 snappysnacks@aol.com	MDB	M/H	SL
9611520	VENDING MACHINE SERVICES. THE CONTRACTOR SHALL BE					
		CRE8303222 Creative Innovation Enterprises Inc / Cie Management Services 5811 Techni Center Dr Ste 200 Austin, Tx 78721	512-385-0005 512-385-7385 jjimliu@sbcglobal.net	MDB	M/A	SL
		VS0000018280 Trj Snappy Snacks Mobile Catering Inc / Tom Ramsey 15630 Vision Dr Pflugerville, Tx 78660	512-251-6544 512-251-1744 snappysnacks@aol.com	MDB	M/H	SL
9613901	FLORAL, FLOWERS, FRESH ARRANGEMENTS					
		ACC8309269 Accurate Cad & Technical Services Inc 8500 Bluffstone Cv Ste B-103b Austin, Tx 78759-7811	512-795-9194 512-338-1160 NAHID@ACCUCADTECH.COM	M/WBE	F/A	SL

City of Austin
Subcontract Vendor List - VCRCVS

Solicitation No: 0 Adhoc Availability

Rev. No: 0.00 **Selection Criteria:** ALL **Commodity Type** NIGP

C Code & NIGP / CSI	Code Description	Vendor Code & Addres	Phone / Fax / Email	W/MB Code	G/E	LCTN
		VS0000029571 Monique Lucia Capanelli / Articulture Designs 2304 Southern Oaks Drive Austin, Tx 78745	512-.76-2.5228 monique@articulturedesigns.com	WBE	F/R	SL
96162	Personnel Services (Not Employment)					
		VS0000022114 Lynn Taylor / Taylormade Careers 4500 E. Palm Valley Blvd Ste. 108 Round Rock, Tx 78665	512-297-1246 lynn@taylormadecareersllc.com	M/WBE	F/B	SL
		VS0000027049 Austin Staffing, Inc / Austin Staffing 314 E. Highland Mall Blvd Suite 411 Austin, Tx 78752	800-540-8367 info@austinstaffing.net	MBE	M/H	SL

Total in SLBP **25**

Solicitation No: 0 Adhoc Availability

Rev. No: 0.00 **Selection Criteria:** ALL **Commodity Type** NIGP

C Code & NIGP / CSI	Code Description	Vendor Code & Addres	Phone / Fax / Email	W/MB Code	G/E	LCTN
Vendors Outside the SLBP Area						
20085	Uniforms, Blended Fabric					
		SAF4069750 Safety Supply Inc 11827 Tech Com #114 San Antonio, Tx 78233	800-873-9033 800-873-9036 joan@safetysupplyinc.com	WDB	F/R	TX
95816	Business Management Services					
		VS0000022940 Compsol, Inc. 7607 Eastmark Drive, Suite 253-D College Station, Tx 77840	979-824-4440 281-605-5999 sheryl.greiner@compsol.cc	WBE	F/R	TX
96115	Concessions, Catering, Vending: Mobile and Station					
		SIE7110815 Sierra Airport Concessions 4739 Maple Ave Dallas, Tx 75219-1004	214-219-6444 214-219-1064 rquinta433@aol.com	MDB	M/H	TX
		VC0000102585 Daystar Specialty Group Lp / Cappuccino Express 19631 Becker Rd Hockley, Tx 77447	832-309-5421 832-202-0210 LINDA@DAYSTARSG.COM	WBE	F/R	TX

Total out of SLBP **4**

Total in SLBP: **25**
Total out of SLBP: **4**

Total Count: **29**

DEFINITIONS

1. "Accounting Period" shall refer to the Successful Proposer's four or five week fiscal periods of which there must be twelve within each calendar year.
2. "Agreement" shall refer to the contract executed between the Successful Proposer and the City of Austin, in accordance with these specifications and the Successful Proposer's proposal submitted and accepted by the City, all of which will be incorporated into the Agreement.
3. "Alcoholic Beverages" shall refer to all alcoholic drinks, beers and wines, regardless of where they are provided, in what packaging or format, or to whom they are provided.
4. “Annual Productivity Reward” shall refer to the compensation earned by the Successful Proposer for (a) increasing Gross Receipts above a base sales level as proposed in Exhibit A; and (b) for maintaining an 80% favorable rating or better in the aggregate on all customer surveys, focus groups and secret shopper reports. Each of the above criteria will account for fifty percent (50%) of the Reward. The totals of (a) and (b) together may not exceed 20% of the Total Compensation of the Proposer.
5. "Branded Products" shall refer to those Foodservice items which are advertised, marketed and sold as part of a franchise or license agreement and with respect to which Successful Proposer is required to pay royalty fees and/or shared advertising costs to the franchiser in consideration of the right to sell such items in the Facilities.
6. "Catering Sales" shall refer to any pre-arranged food and beverage function of multiple customers, such as banquets, where payment for the entire function rests with one individual or company.
7. "Concession Sales" shall refer to all sales of food and beverages sold from permanent or portable concession stands or roving vendors to individual customers.
8. "Contract" shall refer to the agreement executed between the Successful Proposer and the City of Austin, in accordance with these specifications and the Successful Proposer's proposal submitted and accepted by the City, all of which will be incorporated into the Agreement.
9. "Contract Year" shall refer to the period between October 1, 2012 and September 30, 2013, and every October 1st through September 30th for every year thereafter until the Agreement terminates.
10. "Direct Operating Costs" are the actual out-of-pocket costs of the Foodservice operation incurred at the Facilities and paid for by the Successful Proposer. These costs include the actual expense of the product including corporate rebates, on-site payroll, payroll taxes, fringe benefits and other operating expenses, such as repairs and maintenance, credit card expenses, cleaning, office supplies and depreciation. Direct Operating Costs do not include any cash shortages in excess of ¼% of Gross Receipts, corporate overhead, corporate administrative expenses, corporate allocations or Late Fees.
11. “Equipment” shall refer to all Foodservice furniture and machinery, except Smallwares and Leasehold Improvements, used for the receiving, storing, transportation, preparation, merchandising, selling and accounting of product. Equipment shall be not be affixed to the building except by electrical or gas connections.
12. "Facilities" shall refer to the Austin Convention Center and the Palmer Events Center located in Austin, Texas.
13. “Foodservices” shall refer to all food and beverage sales and operations at the Facilities, whether Alcoholic Beverages, Branded Products, Catering, Concessions, or Vending Machine Sales.
14. "Gross Receipts" shall refer to the total amount of money, gratuities, service and rental charges, and Buy-Out fees received or charged by the Successful Proposer, any agent, any employee or any sub contractor of the Successful Proposer for all sales, cash or credit (whether collected or not), made as a result of the service rights granted under the Contract, excluding only applicable sales taxes, any gratuities or service charges paid out to employees and any money that a sub contractor retains.

Neither all or a portion of shortages in excess of ¼% of Gross Receipts or Direct Operating Costs may be deducted from Gross Receipts.

15. “Late Fee” is the charge assessed to any payments due the City from the Successful Proposer after the specified date in the Contract. Late Fees shall be pro-rated daily based on an annual rate of eighteen percent (18%). Late Fees are payable by the Successful Proposer and not allowed as a Direct Operating Cost.
16. “Leasehold Improvements” shall refer to all equipment, fixtures, furnishings, finishes and construction affixed to the building, by more than an electrical or gas connection.
17. "MBE/WBE" shall refer to minority business enterprises and women business enterprises certified by the City of Austin, Texas.
18. “Net Profit” shall mean, for each Accounting Period, the amount by which Gross Receipts exceed the sum of (i) Direct Operating Costs for that Accounting Period, plus (ii) one twelfth (1/12) of the applicable Periodic Fixed Fee, plus (iii) any Annual Productivity Reward earned in that Accounting Period.
19. “Periodic Fixed Fee” shall refer to a stated dollar amount paid to the Successful Proposer for services rendered under the Contract. The Successful Proposer will be paid $1/12^{th}$ of the Periodic Fixed Fee each Accounting Period. The Periodic Fixed Fee must be no less than 80% of the Total Compensation of the Successful Proposer.
20. "Pre-opening Expense" shall refer to the Direct Operating Costs incurred by the Successful Proposer between execution of the Contract and the first Accounting Period with Gross Receipts. The Pre-opening Expense shall be depreciated over three years.
21. “Smallwares” shall refer to the serviceware, utensils, crockery, glassware, dishware and cutlery used in the Foodservice operation.
22. "Specifications" shall refer to this Request for Proposals.
23. “Successful Proposer” shall refer to that party selected by the City to provide the services set forth herein.
24. “Total Compensation” shall refer to the sum of the Periodic Fixed Fee plus Annual Productivity Reward as earned in any Contract Year.
25. “Vending Machine Sales” shall refer to all food and beverage sales derived from coin operated automatic merchandisers, which the City reserves the right to provide in all employee, press, locker room and non-public areas of the Facility.

EXHIBIT A
FINANCIAL PROPOSAL

I, _____ (print name), authorized representative of _____ (print name of Bidder) have read and understood the terms and conditions of this request for proposal, _____(have/have not) attended the pre-proposal meeting, have received addenda _____(fill in addendum numbers), have made all necessary inspections of the proposed Facilities, agree to abide by all terms of this RFP and our attached proposal and agree to commence management of operations by October 1, 2012.

Category	Successful Proposer's Total Compensation	Amount
Food and Beverage Manager Periodic Fixed Fee	80%	$ -
Food and Beverage Manager's Annual Productivity Reward Percentage of Gross Receipts (Based on Gross Receipts Beyond Threshold as noted below)	10%	0%
Gross Receipts Threshold beyond which Annual Productivity Reward is Computed		$ -
Food and Beverage Manager's Annual Productivity Reward Percentage of Gross Receipts (Based on 80% Favorable Customer Rating)	10%	$ -
Annual Productivity Reward not to Exceed		$ -
Food and Beverage Manager's Maximum Total Compensation	100%	$ -
Guaranteed Maximum Pre-Opening Expenses		$ -
Capital Investment Proposed by Food and Beverage Manager		$ -
Agreement Term		**10 Years**

Date _____
Authorized Signature _____
Signatory's Title _____
Bidder _____
Address _____
Telephone Number _____

__ Corporation __ Partnership __ Joint Venture __ Sole Proprietorship __Limited Partnership Company
Incorporated in the State of _____
Currently licensed to do business in Texas? _____Yes _____No

EXHIBIT B
PROJECTED SALES AND ATTENDANCE

PROPOSERS NAME _____

2012 ACC		Attendance		Concession Food		Concession Liquor		Catering Food		Catering Liquor	
Event Type	Events	Average	Total	Per Cap	Sales	Per Cap	Sales	Per Cap	Sales	Per Cap	Sales
Conference/Meetings	19	1,455	27,645	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Consumer Show	17	7,453	126,700	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Convention	36	3,301	118,850	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Food & Beverage	7	740	5,180	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other	19	875	16,632	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Trade Show	8	5,663	45,300	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	**106**	**3,210**	**340,307**		**$ -**		**$ -**		**$ -**		**$ -**

2012 ACC		Attendance		Other Income		Service	Subcontract Income		TOTAL
Event Type	Events	Average	Total	Per Cap	Sales	Fee	Per Cap	Income	SALES
Conference/Meetings	19	1,455	27,645	$ -	$ -	$ -	$ -	$ -	$ -
Consumer Show	17	7,453	126,700	$ -	$ -	$ -	$ -	$ -	$ -
Convention	36	3,301	118,850	$ -	$ -	$ -	$ -	$ -	$ -
Food & Beverage	7	740	5,180	$ -	$ -	$ -	$ -	$ -	$ -
Other	19	875	16,632	$ -	$ -	$ -	$ -	$ -	$ -
Trade Show	8	5,663	45,300	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	**106**	**3,210**	**340,307**		**$ -**	**$ -**		**$ -**	**$ -**

2012 PEC		Attendance		Concession Food		Concession Liquor		Catering Food		Catering Liquor	
Event Type	Events	Average	Total	Per Cap	Sales	Per Cap	Sales	Per Cap	Sales	Per Cap	Sales
Conference/Meetings	16	418	6,680	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Consumer Show	31	5,901	182,928	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Convention	2	5,350	10,700	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Food & Beverage	7	2,481	17,370	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other	18	2,734	49,210	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Trade Show	2	2,000	4,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	**76**	**3,564**	**270,888**		**$ -**		**$ -**		**$ -**		**$ -**

2012 PEC		Attendance		Other Income		Service	Subcontract Income		TOTAL
Event Type	Events	Average	Total	Per Cap	Sales	Fee	Per Cap	Income	SALES
Conference/Meetings	16	418	6,680	$ -	$ -	$ -	$ -	$ -	$ -
Consumer Show	31	5,901	182,928	$ -	$ -	$ -	$ -	$ -	$ -
Convention	2	5,350	10,700	$ -	$ -	$ -	$ -	$ -	$ -
Food & Beverage	7	2,481	17,370	$ -	$ -	$ -	$ -	$ -	$ -
Other	18	2,734	49,210	$ -	$ -	$ -	$ -	$ -	$ -
Trade Show	2	2,000	4,000	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	**76**	**3,564**	**270,888**		**$ -**	**$ -**		**$ -**	**$ -**

EXHIBIT C
CAPITAL INVESTMENT

AREA	BUDGET AMOUNT		
	AUSTIN CONVENTION CENTER	PALMER EVENTS CENTER	TOTAL
Kitchen/Offices			
Millwork/Stainless Steel/Counters/Cabinetry	$ -	$ -	$ -
Leasehold Improvements	$ -	$ -	$ -
Equipment	$ -	$ -	$ -
Smallwares	$ -	$ -	$ -
Rolling Stock/Portables	$ -	$ -	$ -
Kitchen/Offices Sub Total	**$ -**	**$ -**	**$ -**
Concessions/Bars			
Millwork/Stainless Steel/Counters/Cabinetry	$ -	$ -	$ -
Leasehold Improvements	$ -	$ -	$ -
Equipment	$ -	$ -	$ -
Smallwares	$ -	$ -	$ -
Portables	$ -	$ -	$ -
Menu Boards	$ -	$ -	$ -
Concessions/Bars Sub Total	**$ -**	**$ -**	**$ -**
Catering			
Millwork/Stainless Steel/Counters/Cabinetry	$ -	$ -	$ -
Leasehold Improvements	$ -	$ -	$ -
Equipment	$ -	$ -	$ -
Smallwares	$ -	$ -	$ -
Portables	$ -	$ -	$ -
Props/Staging	$ -	$ -	$ -
Catering Sub-Total	**$ -**	**$ -**	**$ -**
Miscellaneous			
POS System	$ -	$ -	$ -
Design and Engineering Fees	$ -	$ -	$ -
Office Equipment	$ -	$ -	$ -
Transportation Equipment	$ -	$ -	$ -
Uniforms/Uniform Storage Equipment	$ -	$ -	$ -
Contingency	$ -	$ -	$ -
Freight and Installation	$ -	$ -	$ -
Sales Tax EXEMPT	XXXXXXXXXXXXX	XXXXXXXXXXXXX	XXXXXXXXXXXXX
Miscellaneous Sub-Total	**$ -**	**$ -**	**$ -**
TOTAL BUDGET	**$ -**	**$ -**	**$ -**

EXHIBIT D
OPERATING PROFORMA

PROPOSERS NAME _____

		2012						2013						2014					
	Pre-Opening	ACC		PEC		TOTAL		ACC		PEC		TOTAL		ACC		PEC		TOTAL	
	$	$	%	$	%	$	%	$	%	$	%	$	%	$	%	$	%	$	%
Sales																			
Concession Food Sales	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Concession Liquor Sales	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Catering Food Sales	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Catering Liquor Sales	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Total Sales	**$ -**	**$ -**	#DIV/0!	**$ -**	#DIV/0!	**$ -**	#DIV/0!	**$ -**	#DIV/0!	**$ -**	#DIV/0!	**$ -**	#DIV/0!	**$ -**	#DIV/0!	**$ -**	#DIV/0!	**$ -**	#DIV/0!
Other Income																			
Service Fee	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Subcontract Income	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Other Income	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Outside Catering Fee	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Total Other Income	$ -	$ -	**#DIV/0!**	$ -	**#DIV/0!**	$ -	**#DIV/0!**	$ -	**#DIV/0!**	$ -	**#DIV/0!**	$ -	**#DIV/0!**	$ -	**#DIV/0!**	$ -	**#DIV/0!**	$ -	**#DIV/0!**
Total Gross Receipts	**$ -**	**$ -**	**#DIV/0!**	**$ -**	**#DIV/0!**	**$ -**	**#DIV/0!**	**$ -**	**#DIV/0!**	**$ -**	**#DIV/0!**	**$ -**	**#DIV/0!**	**$ -**	**#DIV/0!**	**$ -**	**#DIV/0!**	**$ -**	**#DIV/0!**
Product Cost																			
Concession Food	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Concession Liquor	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Catering Food	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Catering Liquor	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Total Product Cost	**$ -**	**$ -**	**#DIV/0!**	**$ -**	**#DIV/0!**	$ -	**#DIV/0!**	**$ -**	**#DIV/0!**	**$ -**	**#DIV/0!**	$ -	**#DIV/0!**	**$ -**	**#DIV/0!**	**$ -**	**#DIV/0!**	$ -	**#DIV/0!**
Payroll																			
Management	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Concession Food	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Concession Liquor	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Catering Food	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Catering Liquor	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Office	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Commissary/Kitchen	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Security	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Training	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Other	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Payroll Taxes/Benefits	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Total Payroll	**$ -**	**$ -**	**#DIV/0!**	**$ -**	**#DIV/0!**	**$ -**	**#DIV/0!**	**$ -**	**#DIV/0!**	**$ -**	**#DIV/0!**	**$ -**	**#DIV/0!**	**$ -**	**#DIV/0!**	**$ -**	**#DIV/0!**	**$ -**	**#DIV/0!**
Other Operating Expenses																			
Advertising	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Alarm	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Armored Car Service	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Audit Fees	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Bank Charges	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Bond Expense	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Brand Franchise/Royalty Fees	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Cleaning Supplies	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Credit Card Fees	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Dues/Subscriptions	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Entertainment	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Equipment Rental	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Flowers/Music	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Ice	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Insurance	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Laundry/Linen	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Marketing	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Menus	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Office Expenses	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Other	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!

EXHIBIT D
OPERATING PROFORMA

PROPOSERS NAME _____

		2012						2013						2014					
	Pre-Opening	ACC		PEC		TOTAL		ACC		PEC		TOTAL		ACC		PEC		TOTAL	
	$	$	%	$	%	$	%	$	%	$	%	$	%	$	%	$	%	$	%
Overages/Shortages	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Paper Supplies	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Pest Control	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Postage/Freight	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Printing	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Professional Fees	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Recruiting Expense	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Repairs and Maintenance	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Replacements	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
TABC Tax	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Taxes and Licenses	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Telephone	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Trash Removal	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Travel and Meals	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Uniforms	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Utilities	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Vehicle Expense	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Total Operating Expenses	**$ -**	**$ -**	**#DIV/0!**	**$ -**	**#DIV/0!**	**$ -**	**#DIV/0!**	**$ -**	**#DIV/0!**	**$ -**	**#DIV/0!**	**$ -**	**#DIV/0!**	**$ -**	**#DIV/0!**	**$ -**	**#DIV/0!**	**$ -**	**#DIV/0!**
OPERATING PROFIT	**$ -**	**$ -**	**#DIV/0!**	**$ -**	**#DIV/0!**	**$ -**	**#DIV/0!**	**$ -**	**#DIV/0!**	**$ -**	**#DIV/0!**	**$ -**	**#DIV/0!**	**$ -**	**#DIV/0!**	**$ -**	**#DIV/0!**	**$ -**	**#DIV/0!**
Amortization	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Food and Beverage Manager's Compensation																			
Catering Manager Periodic Fixed Fee	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Catering Manager Annual Productivity Reward	$ -	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!
Total Concessionaire's Compensation	**$ -**	**$ -**	**#DIV/0!**	**$ -**	**#DIV/0!**	$ -	**#DIV/0!**	**$ -**	**#DIV/0!**	**$ -**	**#DIV/0!**	$ -	**#DIV/0!**	**$ -**	**#DIV/0!**	**$ -**	**#DIV/0!**	$ -	**#DIV/0!**
NET PROFIT TO CITY	**$ -**	**$ -**	**#DIV/0!**	**$ -**	**#DIV/0!**	**$ -**	**#DIV/0!**	**$ -**	**#DIV/0!**	**$ -**	**#DIV/0!**	**$ -**	**#DIV/0!**	**$ -**	**#DIV/0!**	**$ -**	**#DIV/0!**	**$ -**	**#DIV/0!**

EXHIBIT E
MANAGEMENT STAFFING AND SALARIES

Position	Salary
General Manager	$ -
Assistant General Manager	$ -
Catering Manager	$ -
Concessions/Bar Manager	$ -
Commissary/Kitchen Steward Manager	$ -
Assistant Warehouse Manager	$ -
Service/Quality Control Manager	$ -
Executive Chef	$ -
Sous Chef	$ -
Director of Sales and Marketing	$ -
Catering Sales Manager	$ -
Catering Sales Manager	$ -
Controller/Office Manager	$ -
Purchasing Manager	$ -
Human Resources/Training Manager	$ -
Clerical Staff	$ -
Receptionist	$ -
Add Any Additional Staff Required	
	$ -
	$ -
	$ -
	$ -
	$ -
Total	**$ -**
Projected Annual Increase	0.0%

EXHIBIT F
HISTORIC SALES AND ATTENDANCE

ACC 2009

		Attendance			
Event Type	**Events**	**Average**	**Total**	**Sales**	**Per Cap**
Conference/Meetings	41	3,533	144,866	$ 527,532	$ 3.64
Consumer Show	14	13,357	187,000	$ 152,950	$ 0.82
Convention	43	706	30,355	$ 4,825,983	$ 158.98
Food & Beverage	8	856	6,850	$ 196,067	$ 28.62
Other	51	1,037	52,892	$ 350,078	$ 6.62
Trade Show	7	1,021	7,150	$ 196,959	$ 27.55
TOTAL	**164**	**2,617**	**429,113**	**$ 6,249,569**	**$ 14.56**

ACC 2010

		Attendance			
Event Type	**Events**	**Average**	**Total**	**Sales**	**Per Cap**
Conference/Meetings	50	265	13,268	$ 577,578	$ 43.53
Consumer Show	14	9,786	137,000	$ 141,926	$ 1.04
Convention	36	2,974	107,047	$ 4,118,258	$ 38.47
Food & Beverage	14	695	9,730	$ 238,874	$ 24.55
Other	36	516	18,590	$ 240,956	$ 12.96
Trade Show	6	2,017	12,100	$ 167,937	$ 13.88
TOTAL	**156**	**1,909**	**297,735**	**$ 5,485,529**	**$ 18.42**

PEC 2009

		Attendance			
Event Type	**Events**	**Average**	**Total**	**Sales**	**Per Cap**
Conference/Meetings	25	1,321	33,025	$ 149,770	$ 4.54
Consumer Show	52	3,534	183,751	$ 208,532	$ 1.13
Convention	5	2,231	11,155	$ 105,120	$ 9.42
Food & Beverage	15	1,774	26,605	$ 263,931	$ 9.92
Other	11	2,107	23,175	$ 107,344	$ 4.63
Trade Show	8	3,578	28,620	$ 32,079	$ 1.12
TOTAL	**116**	**2,641**	**306,331**	**$ 866,776**	**$ 2.83**

PEC 2010

		Attendance			
Event Type	**Events**	**Average**	**Total**	**Sales**	**Per Cap**
Conference/Meetings	24	1,097	26,333	$ 64,811	$ 2.46
Consumer Show	47	3,739	175,715	$ 218,662	$ 1.24
Convention	1	20,000	20,000	$ 2,192	$ 0.11
Food & Beverage	18	1,495	26,910	$ 223,692	$ 8.31
Other	18	2,767	49,810	$ 226,473	$ 4.55
Trade Show	4	1,530	6,120	$ 27,472	$ 4.49
TOTAL	**112**	**2,722**	**304,888**	**$ 763,302**	**$ 2.50**

EXHIBIT G
HISTORICAL PROFIT AND LOSS STATEMENT 2009

2008-09													
	October	November	December	January	February	March	April	May	June	July	August	September	Total
AUSTIN CONVENTION CENTER	2008	2008	2008	2009	2009	2009	2009	2009	2009	2009	2009	2009	
REVENUE	$ 434,313	$ 952,388	$ 366,765	$ 509,651	$ 1,015,464	$ 445,580	$ 481,760	$ 442,900	$ 359,308	$ 291,847	$ 636,495	$ 313,098	$ 6,249,569
COST OF SALES	$ 80,644	$ 187,125	$ 107,061	$ 104,813	$ 156,338	$ 83,951	$ 102,155	$ 70,010	$ 64,219	$ 59,819	$ 107,283	$ 61,323	$ 1,184,741
GROSS MARGIN	**$ 353,669**	**$ 765,263**	**$ 259,704**	**$ 404,838**	**$ 859,126**	**$ 361,629**	**$ 379,605**	**$ 372,890**	**$ 295,089**	**$ 232,028**	**$ 529,212**	**$ 251,775**	**$ 5,064,828**
PAYROLL	$ 167,037	$ 314,530	$ 201,682	$ 226,635	$ 267,308	$ 180,745	$ 205,883	$ 165,797	$ 188,707	$ 148,608	$ 196,972	$ 189,022	$ 2,452,926
OPERATING EXPENSES	$ 29,015	$ 158,449	$ 16,779	$ 59,159	$ 102,480	$ 40,765	$ 46,422	$ 46,350	$ 58,730	$ 34,795	$ 105,032	$ 57,065	$ 755,041
DEPRECIATION	$ 5,916	$ 5,916	$ 5,916	$ 5,916	$ 5,916	$ 5,916	$ 5,916	$ 5,916	$ 5,916	$ 5,916	$ 5,916	$ 5,910	$ 70,986
INCENTIVE FEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 21,053	$ 21,053
MANAGEMENT FEE	$ 16,667	$ 16,667	$ 16,667	$ 16,667	$ 16,667	$ 16,667	$ 16,667	$ 16,667	$ 16,667	$ 16,667	$ 16,667	$ 16,663	$ 200,000
NET PROFIT TO FACILITY	**$ 135,034**	**$ 269,701**	**$ 18,660**	**$ 96,461**	**$ 466,755**	**$ 117,536**	**$ 104,717**	**$ 138,160**	**$ 25,069**	**$ 26,042**	**$ 204,625**	**$ (37,938)**	**$ 1,564,822**
PALMER EVENTS CENTER													
REVENUE	$ 56,066	$ 139,632	$ 31,463	$ 44,074	$ 179,164	$ 177,596	$ 19,361	$ 44,858	$ 100,306	$ 4,070	$ 42,675	$ 27,511	$ 866,776
COST OF SALES	$ 9,752	$ 7,792	$ 2,956	$ 7,089	$ 25,317	$ 30,065	$ 3,438	$ 3,620	$ 16,039	$ 943	$ 8,526	$ 5,294	$ 120,831
GROSS MARGIN	**$ 46,314**	**$ 131,840**	**$ 28,507**	**$ 36,985**	**$ 153,847**	**$ 147,531**	**$ 15,923**	**$ 41,238**	**$ 84,267**	**$ 3,127**	**$ 34,149**	**$ 22,217**	**$ 745,945**
PAYROLL	$ 13,495	$ 10,866	$ 4,138	$ 9,925	$ 33,452	$ 42,091	$ 4,813	$ 4,704	$ 22,455	$ 1,319	$ 11,937	$ 7,037	$ 166,232
OPERATING EXPENSES	$ 2,808	$ 6,732	$ 1,537	$ 2,221	$ 8,948	$ 10,099	$ 2,118	$ 3,212	$ 5,383	$ 206	$ 2,167	$ 1,433	$ 46,864
DEPRECIATION	$ 5,916	$ 5,916	$ 5,916	$ 5,916	$ 5,916	$ 5,916	$ 5,916	$ 5,916	$ 5,916	$ 5,916	$ 5,916	$ 5,910	$ 70,986
INCENTIVE FEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MANAGEMENT FEE	$ 16,667	$ 16,667	$ 16,667	$ 16,667	$ 16,667	$ 16,667	$ 16,667	$ 16,667	$ 16,667	$ 16,667	$ 16,667	$ 16,663	$ 200,000
NET PROFIT TO FACILITY	**$ 7,428**	**$ 91,659**	**$ 249**	**$ 2,256**	**$ 88,864**	**$ 72,758**	**$ (13,591)**	**$ 10,739**	**$ 33,846**	**$ (20,981)**	**$ (2,538)**	**$ (8,826)**	**$ 261,863**
OUTSIDE CATERING FEE INCLUDED IN PALMER EVENTS CENTER REVENUE	$ -	$ 40,373	$ 6,431	$ -	$ 220	$ 5,040	$ 6,446	$ 7,049	$ -	$ -	$ -	$ -	$ 65,560
# OF OUTSIDE CATERING EVENTS	0	3	4	0	1	1	2	3	0	0	0	0	14

AUSTIN CONVENTION CENTER
PALMER EVENTS CENTER 2010

EXHIBIT H
HISTORICAL PROFIT AND LOSS STATEMENT 2010

2009-10													
	October	November	December	January	February	March	April	May	June	July	August	September	Total
AUSTIN CONVENTION CENTER	2009	2009	2009	2010	2010	2010	2010	2010	2010	2010	2010	2010	
REVENUE	$ 778,291	$ 195,553	$ 224,465	$ 256,300	$ 473,999	$ 722,407	$ 109,650	$ 340,316	$ 288,703	$ 432,895	$ 1,251,076	$ 411,874	$ 5,485,529
COST OF SALES	$ 124,745	$ 43,255	$ 52,357	$ 49,416	$ 99,306	$ 135,362	$ 27,504	$ 51,458	$ 53,240	$ 91,488	$ 225,405	$ 73,106	$ 1,026,642
GROSS MARGIN	**$ 653,546**	**$ 152,298**	**$ 172,108**	**$ 206,884**	**$ 374,693**	**$ 587,045**	**$ 82,146**	**$ 288,858**	**$ 235,463**	**$ 341,407**	**$ 1,025,671**	**$ 338,768**	**$ 4,458,887**
PAYROLL	$ 201,519	$ 110,471	$ 177,550	$ 154,379	$ 170,154	$ 241,834	$ 125,528	$ 123,472	$ 136,002	$ 185,405	$ 250,778	$ 185,190	$ 2,062,282
OPERATING EXPENSES	$ 40,665	$ 21,587	$ 22,864	$ 22,171	$ 47,251	$ 5,056	$ 26,137	$ 34,840	$ 26,272	$ 16,602	$ 50,524	$ 34,208	$ 348,177
REPAIR & REPLACEMENT FUND	$ 23,349	$ 5,867	$ 6,734	$ 7,689	$ 14,220	$ 21,672	$ 3,290	$ 10,209	$ 8,661	$ 12,987	$ 37,532	$ 12,356	$ 164,566
MARKETING & PROMOTION FUND	$ 15,566	$ 3,911	$ 4,489	$ 5,126	$ 9,480	$ 14,448	$ 2,193	$ 6,806	$ 5,774	$ 8,658	$ 25,022	$ 8,238	$ 109,711
DEPRECIATION	$ 5,916	$ 5,916	$ 5,916	$ 5,916	$ 5,916	$ 5,916	$ 5,916	$ 5,916	$ 5,916	$ 5,916	$ 5,916	$ 5,910	$ 70,986
INCENTIVE FEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 21,053	$ 21,053
MANAGEMENT FEE	$ 16,667	$ 16,667	$ 16,666	$ 16,667	$ 16,667	$ 16,666	$ 16,667	$ 16,667	$ 16,666	$ 16,667	$ 16,667	$ 16,666	$ 200,000
NET PROFIT TO FACILITY	**$ 349,864**	**$ (12,121)**	**$ (62,111)**	**$ (5,064)**	**$ 111,005**	**$ 281,453**	**$ (97,585)**	**$ 90,948**	**$ 36,172**	**$ 95,172**	**$ 639,232**	**$ 55,147**	**$ 1,482,112**
PALMER EVENTS CENTER													
REVENUE	$ 48,071	$ 206,499	$ 19,335	$ 50,503	$ 146,468	$ 96,163	$ 25,563	$ 55,801	$ 35,901	$ 20,082	$ 33,008	$ 25,908	$ 763,302
COST OF SALES	$ 7,072	$ 22,981	$ 3,417	$ 5,704	$ 15,159	$ 13,068	$ 4,326	$ 3,024	$ 2,671	$ 1,819	$ 4,267	$ 4,226	$ 87,734
GROSS MARGIN	**$ 40,999**	**$ 183,518**	**$ 15,918**	**$ 44,799**	**$ 131,309**	**$ 83,095**	**$ 21,237**	**$ 52,777**	**$ 33,230**	**$ 18,263**	**$ 28,741**	**$ 21,682**	**$ 675,568**
PAYROLL	$ 9,901	$ 28,595	$ 3,132	$ 7,986	$ 21,223	$ 18,295	$ 6,020	$ 4,231	$ 2,782	$ 2,547	$ 5,974	$ 5,916	$ 116,602
OPERATING EXPENSES	$ (67)	$ 5	$ 121	$ 18	$ 343	$ 358	$ 2,797	$ (3)	$ 625	$ (65)	$ (30)	$ 6	$ 4,108
REPAIR & REPLACEMENT FUND	$ 1,442	$ 6,195	$ 580	$ 1,515	$ 4,394	$ 2,885	$ 767	$ 1,674	$ 1,077	$ 602	$ 990	$ 778	$ 22,899
MARKETING & PROMOTION FUND	$ 961	$ 4,130	$ 387	$ 1,010	$ 2,929	$ 1,923	$ 511	$ 1,116	$ 718	$ 402	$ 660	$ 519	$ 15,266
DEPRECIATION	$ 5,916	$ 5,916	$ 5,916	$ 5,916	$ 5,916	$ 5,916	$ 5,916	$ 5,916	$ 5,916	$ 5,916	$ 5,916	$ 5,910	$ 70,986
INCENTIVE FEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MANAGEMENT FEE	$ 16,667	$ 16,667	$ 16,667	$ 16,667	$ 16,667	$ 16,667	$ 16,667	$ 16,667	$ 16,667	$ 16,667	$ 16,667	$ 16,663	$ 200,000
NET PROFIT TO FACILITY	**$ 6,179**	**$ 122,010**	**$ (10,885)**	**$ 11,687**	**$ 79,837**	**$ 37,051**	**$ (11,441)**	**$ 23,176**	**$ 5,445**	**$ (7,806)**	**$ (1,436)**	**$ (8,110)**	**$ 245,707**
OUTSIDE CATERING FEE INCLUDED IN PALMER EVENTS CENTER REVENUE	$ 1,140	$ 40,600	$ 4,993	$ -	$ 220	$ 16,743	$ -	$ 10,970	$ 3,237	$ 3,515	$ -	$ 2,466	$ 83,884
# OF OUTSIDE CATERING EVENTS	1	3	3	0	1	1	0	2	2	1	0	2	16

EXHIBIT I
CURRENT MENU PRICING

All current menus are posted at the following:

http://austinconventioncentercatering.com/

EXHIBIT J
EQUIPMENT LIST

FIXED ASSETS DETAIL LIST INVENTORY 2011

ANNUAL INVENTORY OF EQUIPMENT

AUSTIN CONVENTION CENTER/PALMER EVENTS CENTER

	Item Description	Invoice Number	Invoice Date	Unit Measure	Qty per Unit	Qty Units Purchased	Unit Price	Extended Price	Total Indiv Qty Purch	Indiv per Unit Price	QOH June2010	QOH July2010	Count Aug30,2011	Storage Location	Serial Number	Model Number	2010 Discussion / Location Points	COA July2010 Asset Tag	COA Sept2011 Asset Tag
1	Manitowoc Ice Maker Cube-style up to 1370 lb. production	70078	12/26/2001	Each	1	1	$3,468.67	$ 3,468.67	1	$ 3,468.67	0	0	0	**	11162098		Not found		
2	Crescor Rack, Roll-In Refrigerator, Open Frame	69656	12/17/2001	Each	1	1	$685.00	$ 685.00	1	$ 685.00	1	1	1	S. Kit Freezer	N / A	N / A		227	0270
3	Hatco Warming Drawer, Free Standing	66641	10/22/2001	Each	1	1	$ 1,809.00	$ 1,809.00	1	$ 1,809.00	1	1	1	3rd Floor Storage	8382840139	HDW-3N		171	0261
4	Hatco Warming Drawer, Free Standing	66641	10/22/2001	Each	1	1	$ 1,809.00	$ 1,809.00	1	$ 1,809.00	1	1	1	EH 4	8382870139	HDW-3N		172	0271
5	Wells Food Warmer Countertop Electric	66834	10/24/2001	Each	1	1	$ 537.00	$ 537.00	1	$ 537.00	1	1	1	3rd Floor Storage	AI00001709	TMPT		176	0031
6	Advance Soak Sink, Portable	67704	11/7/2001	Each	1	1	$717.00	$ 717.00	1	$ 717.00	1	1	1	3rd Floor Storage	N / A	N / A	Incomplete	210	0259
7	Wells Food Warmer Countertop Electric	71271	1/23/2002	Each	1	1	$547.00	$ 547.00	1	$ 547.00	1	1	1	4th Floor Storage	AH00004175	TMPT		196	0017
8	Wells Food Warmer Countertop Electric	71271	1/23/2002	Each	1	1	$547.00	$ 547.00	1	$ 547.00	1	1	1	3rd Floor Storage	AH00004176	TMPT		212	0251
9	Berkel Food Slicer, Angle Feed 12" knife	70777	1/10/2002	Each	1	1	$847.00	$ 847.00	1	$ 847.00	1	1	1	3rd Floor Storage	9775-00018-08558	827A		180	0257
10	Berkel Food Slicer, Angle Feed 12" knife	70777	1/10/2002	Each	1	1	$847.00	$ 847.00	1	$ 847.00	1	1	1	3rd Floor Storage	9775-00018-08560	827A		179	0258
11	Eaglebrite Stem Caster Cart 18x36	70711	1/9/2002	Each	1	1	$211.00	$ 211.00	1	$ 211.00	1	0	0	3rd Floor Storage			Not found		
12	Hobart Food Chopper Electric w/18"Bowl	70038	12/26/2001	Each	1	1	$5,298.00	$ 5,298.00	1	$ 5,298.00	1	1	1	3rd Floor Storage	56-1151978	34136		178	0256
13	Metro Metromax Utility Cart 24x60x69	70066	12/26/2001	Each	1	1	$361.00	$ 361.00	1	$ 361.00	1	1	1	North Kitchen	N / A	N / A	Variance in Dimensions 28" to	173	0019
14	Metro Metromax Utility Cart 24x60x69	70066	12/26/2001	Each	1	1	$361.00	$ 361.00	1	$ 361.00	1	1	1	3rd Floor Storage	N / A	N / A	Variance in Dimensions 28" to	174	0275
15	Metro Metromax Utility Cart 24x60x69	70066	12/26/2001	Each	1	1	$361.00	$ 361.00	1	$ 361.00	1	1	1	3rd Floor Storage	N / A	N / A	Variance in Dimensions 28" to	175	0276
16	Metro Metromax Utility Cart 24x60x69	70066	12/26/2001	Each	1	1	$361.00	$ 361.00	1	$ 361.00	1	1	1	North Kitchen	N / A	N / A	Variance in Dimensions 28" to	229	0018
17	Metro Metromax Utility Cart 24x60x69	70066	12/26/2001	Each	1	1	$361.00	$ 361.00	1	$ 361.00	1	1	1	3rd Floor Storage	N / A	N / A	Variance in Dimensions 28" to	197	0273
18	Metro Metromax Utility Cart 24x60x69	70066	12/26/2001	Each	1	1	$361.00	$ 361.00	1	$ 361.00	1	1	0	3rd Floor Storage	N / A	N / A	Not found 2011	198	

EXHIBIT J
EQUIPMENT LIST

19	Metro Metromax Utility Cart 24x60x69	70066	12/26/2001	Each	1	1	$361.00	$ 361.00	1	$ 361.00	1	1	1	3rd Floor Storage	N / A	N / A	(Broken) * Variance in	224	0281
20	Metro Security Unit 28"x63"x67"	70066	12/26/2001	Each	1	1	$681.00	$ 681.00	1	$ 681.00	1	1	1	3rd Floor Storage	N / A	N / A	Dimensions 28" to 23"	217	0253
21	Metro Security Unit 28"x63"x67"	70066	12/26/2001	Each	1	1	$681.00	$ 681.00	1	$ 681.00	1	1	1	3rd Floor Storage	N / A	N / A	23X62X67 With wheels	222	0254
22	Metro Security Unit 28"x63"x67"	70066	12/26/2001	Each	1	1	$681.00	$ 681.00	1	$ 681.00	1	1	1	3rd Floor Storage	N / A	N / A	23X62X67	223	0255
23	Metro Security Unit 28"x63"x67"	70066	12/26/2001	Each	1	1	$681.00	$ 681.00	1	$ 681.00	1	1	1	3rd Floor Storage	N / A	N / A	25X59X67	225	0268
24	Metro Security Unit 28"x63"x67"	70066	12/26/2001	Each	1	1	$681.00	$ 681.00	1	$ 681.00	1	1	1	3rd Floor Storage	N / A	N / A	25X59X67	226	0266
25	Dispense-Rite Dispenser Paper Cup 8oz. To 44oz cups	70179	12/27/2001	Each	2	1	$341.00	$ 341.00	2	$ 170.50	1	1	1	3rd Floor Storage		C3400C		184	0278
26	Hatco Hot food Display Case Macho Nacho Chip Warmer	70315	12/28/2001	Each	1	1	$1,042.00	$ 1,042.00	1	$ 1,042.00	1	1	1	3rd Floor Storage	8514230151	FDW-1-MN		211	0269
27	Hatco Hot food Display Case Macho Nacho Chip Warmer	70315	12/28/2001	Each	1	1	$1,042.00	$ 1,042.00	1	$ 1,042.00	1	1	1	3rd Floor Storage	8514250151	FDW-1-MN		181	0252
28	True 2-1/2" Casters	75464	5/7/2002	Each	1	2	$130.00	$ 260.00	2	$ 130.00	1	0	0	3rd Floor Storage			Not found		
29	Hatco Hot food Display Case Macho Nacho Chip Warmer	66371	10/17/2001	1	1	1	$1,404.00	$ 1,404.00	1	$ 1,404.00	1	0	1	3rd Floor Storage	8388270140		Found on 3rd Fl Storage 2011	--	0280
30	Carter-Hoffman Cabinet, Mobile Refrigerated 2-Door Insulated (less $339 discount applied to each unit)	69159	12/5/2001	Each	1	1	$5,046.00	$ 5,046.00	1	$ 5,046.00	1	1	1	3rd Floor Storage	347810	PHB 975		500	0262
31	Carter-Hoffman Cabinet, Mobile Refrigerated 2-Door Insulated (less $339 discount applied to each unit)	69159	12/5/2001	Each	1	1	$5,046.00	$ 5,046.00	1	$ 5,046.00	1	1	1	Palmer Garage	347812	PHB 975		499	0324
32	Carter-Hoffman Classic Carter Cabinet Mobile Banquet Insulated Dutch Door (less $339 discount applied to each unit)	69159	12/5/2001	Each	1	1	$2,747.00	$ 2,747.00	1	$ 2,747.00	1	1	1	4th Floor	347537	BB200 D		335	0081
33	Carter-Hoffman Classic Carter Cabinet Mobile Banquet Insulated Dutch Door (less $339 discount applied to each unit)	69159	12/5/2001	Each	1	1	$2,747.00	$ 2,747.00	1	$ 2,747.00	1	1	1	4th Floor	347538	BB200 D		354	0079
34	Carter-Hoffman Classic Carter Cabinet Mobile Banquet Insulated Dutch Door (less $339 discount applied to each unit)	69159	12/5/2001	Each	1	1	$2,747.00	$ 2,747.00	1	$ 2,747.00	1	1	1	4th Floor	347540	BB200 D		367	0089
35	Carter-Hoffman Classic Carter Cabinet Mobile Banquet Insulated Dutch Door (less $339 discount applied to each unit)	69159	12/5/2001	Each	1	1	$2,747.00	$ 2,747.00	1	$ 2,747.00	1	1	1	4th Floor	347541	BB200 D		363	0082
36	Carter-Hoffman Classic Carter Cabinet Mobile Banquet Insulated Dutch Door (less $339 discount applied to each unit)	69159	12/5/2001	Each	1	1	$2,747.00	$ 2,747.00	1	$ 2,747.00	1	1	1	4th Floor	347542	BB200 D		333	0074
37	Carter-Hoffman Classic Carter Cabinet Mobile Banquet Insulated Dutch Door (less $339 discount applied to each unit)	69159	12/5/2001	Each	1	1	$2,747.00	$ 2,747.00	1	$ 2,747.00	1	1	1	4th Floor	347543	BB200 D		334	0086

EXHIBIT J
EQUIPMENT LIST

38	Carter-Hoffman Classic Carter Cabinet Mobile Banquet Insulated Dutch Door (less $339 discount applied to each unit)	69159	12/5/2001	Each	1	1	$2,747.00	$ 2,747.00	1	$ 2,747.00	1	1	1	4th Floor	347544	BB200 D		498	0091
39	Carter-Hoffman Classic Carter Cabinet Mobile Banquet Insulated Dutch Door (less $339 discount applied to each unit)	69159	12/5/2001	Each	1	1	$2,747.00	$ 2,747.00	1	$ 2,747.00	1	1	1	4th Floor	347545	BB200 D		434	0080
40	Carter-Hoffman Classic Carter Cabinet Mobile Banquet Insulated Dutch Door (less $339 discount applied to each unit)	69159	12/5/2001	Each	1	1	$2,747.00	$ 2,747.00	1	$ 2,747.00	1	1	1	4th Floor	347546	BB200 D		365	0078
41	Carter-Hoffman Classic Carter Cabinet Mobile Banquet Insulated Dutch Door (less $339 discount applied to each unit)	69159	12/5/2001	Each	1	1	$2,747.00	$ 2,747.00	1	$ 2,747.00	1	1	1	4th Floor	347547	BB200 D		436	0083
42	Carter-Hoffman Classic Carter Cabinet Mobile Banquet Insulated Dutch Door (less $339 discount applied to each unit)	69159	12/5/2001	Each	1	1	$2,747.00	$ 2,747.00	1	$ 2,747.00	1	1	1	4th Floor	347548	BB200 D		353	0088
43	Carter-Hoffman Classic Carter Cabinet Mobile Banquet Insulated Dutch Door (less $339 discount applied to each unit)	69159	12/5/2001	Each	1	1	$2,747.00	$ 2,747.00	1	$ 2,747.00	1	1	1	4th Floor	347549	BB200 D		362	0076
44	Carter-Hoffman Classic Carter Cabinet Mobile Banquet Insulated Dutch Door (less $339 discount applied to each unit)	69159	12/5/2001	Each	1	1	$2,747.00	$ 2,747.00	1	$ 2,747.00	1	1	1	4th Floor	347550	BB200 D		359	0073
45	Carter-Hoffman Classic Carter Cabinet Mobile Banquet Insulated Dutch Door (less $339 discount applied to each unit)	69159	12/5/2001	Each	1	1	$2,747.00	$ 2,747.00	1	$ 2,747.00	1	1	1	4th Floor	347551	BB200 D		358	0092
46	Carter-Hoffman Classic Carter Cabinet Mobile Banquet Insulated Dutch Door (less $339 discount applied to each unit)	69159	12/5/2001	Each	1	1	$2,747.00	$ 2,747.00	1	$ 2,747.00	1	1	1	4th Floor	347552	BB200 D		356	0085
47	Carter-Hoffman Classic Carter Cabinet Mobile Banquet Insulated Dutch Door (less $339 discount applied to each unit)	69159	12/5/2001	Each	1	1	$2,747.00	$ 2,747.00	1	$ 2,747.00	1	1	1	Palmer 2nd Floor	347553 This Serial Number Added	BB200 D		246	0322
48	Carter-Hoffman Classic Carter Cabinet Mobile Banquet Insulated Dutch Door (less $339 discount applied to each unit)	69159	12/5/2001	Each	1	1	$2,747.00	$ 2,747.00	1	$ 2,747.00	1	1	1	4th Floor	347554	BB200 D		357	0071
49	Carter-Hoffman Classic Carter Cabinet Mobile Banquet Insulated Dutch Door (less $339 discount applied to each unit)	69159	12/5/2001	Each	1	1	$2,747.00	$ 2,747.00	1	$ 2,747.00	1	1	1	4th Floor	***346555**	BB200 D		360	0084
50	Carter-Hoffman Classic Carter Cabinet Mobile Banquet Insulated Dutch Door (less $339 discount applied to each unit)	69159	12/5/2001	Each	1	1	$2,747.00	$ 2,747.00	1	$ 2,747.00	1	1	1	4th Floor	347556	BB200 D		331	0090
51	Carter-Hoffman Classic Carter Cabinet Mobile Banquet Insulated Dutch Door (less $339 discount applied to each unit)	69159	12/5/2001	Each	1	1	$2,747.00	$ 2,747.00	1	$ 2,747.00	1	1	1	4th Floor	347557	BB200 D		361	0077
52	Carter-Hoffman Classic Carter Cabinet Mobile Banquet Insulated Dutch Door (less $339 discount applied to each unit)	69159	12/5/2001	Each	1	1	$2,747.00	$ 2,747.00	1	$ 2,747.00	1	1	1	4th Floor	347558	BB200 D		355	0087
53	Carter-Hoffman Classic Carter Cabinet Mobile Banquet Insulated Dutch Door (less $339 discount applied to each unit)	69159	12/5/2001	Each	1	1	$2,747.00	$ 2,747.00	1	$ 2,747.00	1	1	1	4th Floor	347559	BB200 D		351	0069

EXHIBIT J
EQUIPMENT LIST

54	Carter-Hoffman Classic Carter Cabinet Mobile Banquet Insulated Dutch Door (less $339 discount applied to each unit)	69159	12/5/2001	Each	1	1	$2,747.00	$ 2,747.00	1	$ 2,747.00	1	1	1	4th Floor	347560	BB200 D		366	0070
55	Carter-Hoffman Classic Carter Cabinet Mobile Banquet Insulated Dutch Door (less $339 discount applied to each unit)	69159	12/5/2001	Each	1	1	$2,747.00	$ 2,747.00	1	$ 2,747.00	1	1	1	4th Floor	347561	BB200 D		332	0075
56	Carter-Hoffman Classic Carter Cabinet Mobile Banquet Insulated Dutch Door (less $339 discount applied to each unit)	69159	12/5/2001	Each	1	1	$2,747.00	$ 2,747.00	1	$ 2,747.00	1	1	1	4th Floor	347562	BB200 D		352	0068
57	Carter-Hoffman Cabinet, Mobile Refrigerated 2-Door Insulated (less $339 discount applied to each unit)	69159	12/5/2001	Each	1	1	$5,046.00	$ 5,046.00	1	$ 5,046.00	1	1	1	4th Floor	347813	PHB 975		364	0098
58	Carter-Hoffman Cabinet, Mobile Refrigerated 2-Door Insulated (less $339 discount applied to each unit)	69159	12/5/2001	Each	1	1	$5,046.00	$ 5,046.00	1	$ 5,046.00	1	1	1	PEC Garage	347814	BB200 D		336	0323
59	Carter-Hoffman Cabinet, Mobile Refrigerated 2-Door Insulated (less $339 discount applied to each unit)	69159	12/5/2001	Each	1	1	$5,046.00	$ 5,046.00	1	$ 5,046.00	1	1	1	4th Floor	347818	PHB 975		376	0099
60	Crescor Rack, Roll-In Refrigerator, Open Frame	69656	12/17/2001	Each	1	1	$685.00	$ 685.00	1	$ 685.00	1	1	1	4th Floor	N / A	N / A		368	0042
61	Crescor Rack, Roll-In Refrigerator, Open Frame	69656	12/17/2001	Each	1	1	$685.00	$ 685.00	1	$ 685.00	1	1	1	S. Kit Freezer	JABK5754B1633	207UA12D		369	0032
62	Crescor Rack, Roll-In Refrigerator, Open Frame	69656	12/17/2001	Each	1	1	$685.00	$ 685.00	1	$ 685.00	1	1	1	4th Floor	KABK5760456	207UA12D		370	0097
63	Crescor Rack, Roll-In Refrigerator, Open Frame	69656	12/17/2001	Each	1	1	$685.00	$ 685.00	1	$ 685.00	1	1	1	4th Floor	HABK5742A1790	207UA12D		371	0095
64	Crescor Rack, Roll-In Refrigerator, Open Frame	69656	12/17/2001	Each	1	1	$685.00	$ 685.00	1	$ 685.00	1	1	1	4th Floor	KABK5760447	207UA12D		372	0021
65	Crescor Rack, Roll-In Refrigerator, Open Frame	69656	12/17/2001	Each	1	1	$685.00	$ 685.00	1	$ 685.00	1	1	1	4th Floor	KABK5760454	207UA12D		373	0096
66	Crescor Rack, Roll-In Refrigerator, Open Frame	69656	12/17/2001	Each	1	1	$685.00	$ 685.00	1	$ 685.00	1	1	1	4th Floor	N / A	N / A		374	0040
67	Crescor Rack, Roll-In Refrigerator, Open Frame	69656	12/17/2001	Each	1	1	$685.00	$ 685.00	1	$ 685.00	1	1	1	4th Floor	KABK5760455	207UA12D		375	0062

EXHIBIT J
EQUIPMENT LIST

68	Crescor Rack, Roll-In Refrigerator, Open Frame	69656	12/17/2001	Each	1	1	$685.00	$ 685.00	1	$ 685.00	1	1	1	N. Kit Freezer	KABK5760446	207UA12D		377	0094
69	Crescor Rack, Roll-In Refrigerator, Open Frame	69656	12/17/2001	Each	1	1	$685.00	$ 685.00	1	$ 685.00	1	1	1	N. Kit Freezer	KABK5760461	207UA12D		378	0093
70	Crescor Rack, Roll-In Refrigerator, Open Frame	69656	12/17/2001	Each	1	1	$685.00	$ 685.00	1	$ 685.00	1	1	1	N. Kit Freezer	KABK5754122	207UA12D		379	0025
71	Crescor Rack, Roll-In Refrigerator, Open Frame	69656	12/17/2001	Each	1	1	$685.00	$ 685.00	1	$ 685.00	1	1	1	4th Floor	JABK5754B1632	207UA12D		380	0057
72	Crescor Rack, Roll-In Refrigerator, Open Frame	69656	12/17/2001	Each	1	1	$685.00	$ 685.00	1	$ 685.00	1	1	1	4th Floor	KABK5760466	207UA12D		381	0055
73	Crescor Rack, Roll-In Refrigerator, Open Frame	69656	12/17/2001	Each	1	1	$685.00	$ 685.00	1	$ 685.00	1	1	1	4th Floor	JABK5754B1634	207UA12D		382	0024
74	Crescor Rack, Roll-In Refrigerator, Open Frame	69656	12/17/2001	Each	1	1	$685.00	$ 685.00	1	$ 685.00	1	1	1	S. Kit Freezer	KABK5760442	207UA12D		383	0033
75	Crescor Rack, Roll-In Refrigerator, Open Frame	69656	12/17/2001	Each	1	1	$685.00	$ 685.00	1	$ 685.00	1	1	1	4th Floor	KABK5760462	207UA12D		384	0066
76	Crescor Rack, Roll-In Refrigerator, Open Frame	69656	12/17/2001	Each	1	1	$685.00	$ 685.00	1	$ 685.00	1	1	1	4th Floor	KABK5760464	207UA12D		385	0064
77	Crescor Rack, Roll-In Refrigerator, Open Frame	69656	12/17/2001	Each	1	1	$685.00	$ 685.00	1	$ 685.00	1	1	1	4th Floor	KABK5760452	207UA12D		386	0065
78	Crescor Rack, Roll-In Refrigerator, Open Frame	69656	12/17/2001	Each	1	1	$685.00	$ 685.00	1	$ 685.00	1	1	1	S. Kit Freezer	KABK5760453	207UA12D		491	0037
79	Crescor Rack, Roll-In Refrigerator, Open Frame	69656	12/17/2001	Each	1	1	$685.00	$ 685.00	1	$ 685.00	1	1	1	North Kitchen	KABK5760444	207UA12D		492	0023
80	Crescor Rack, Roll-In Refrigerator, Open Frame	69656	12/17/2001	Each	1	1	$685.00	$ 685.00	1	$ 685.00	1	1	1	S. Kit Freezer	FABK5727D1558	207UA12D		493	0039
81	Crescor Rack, Roll-In Refrigerator, Open Frame	69656	12/17/2001	Each	1	1	$685.00	$ 685.00	1	$ 685.00	1	1	1	4th Floor	IABK5748B1404	207UA12D		494	0052
82	Crescor Rack, Roll-In Refrigerator, Open Frame	69656	12/17/2001	Each	1	1	$685.00	$ 685.00	1	$ 685.00	1	1	1	4th Floor	KABK5754121	207UA12D		495	0053
83	Carter-Hoffman Cabinet, Mobile Refrigerated 2-Door Insulated (less $339 discount applied to each unit)	69159	12/5/2001	Each	1	1	$5,046.00	$ 5,046.00	1	$ 5,046.00	1	1	1	5th St. Storage	347809	N / A		57	0304
84	Carter-Hoffman Cabinet, Mobile Refrigerated 2-Door Insulated (less $339 discount applied to each unit)	69159	12/5/2001	Each	1	1	$5,046.00	$ 5,046.00	1	$ 5,046.00	1	1	1	5th St. Storage	347815	N / A		56	0303
85	Carter-Hoffman Cabinet, Mobile Refrigerated 2-Door Insulated (less $339 discount applied to each unit)	69159	12/5/2001	Each	1	1	$5,046.00	$ 5,046.00	1	$ 5,046.00	1	1	1	5th St. Storage	347816	N / A		54	0301
86	Carter-Hoffman Cabinet, Mobile Refrigerated 2-Door Insulated (less $339 discount applied to each unit)	69159	12/5/2001	Each	1	1	$5,046.00	$ 5,046.00	1	$ 5,046.00	1	1	1	5th St. Storage	347817	N / A		55	0302
87	Advance Work Table, Sorting Table SS	67704	11/7/2001	Each	1	1	$554.00	$ 554.00	1	$ 554.00	1	1	1	5th St. Storage	N / A	N / A		59	0305
88	Jackson dishwasher, Door Type, Gas	71045	1/17/2002	Each	1	1	$13,600.00	$ 13,600.00	1	$ 13,600.00	1	1	1	5th St. Storage	02A10168	N / A		58	0306
89	T&S Brass Faucet, Pre-Rinse Assembly	71658	1/29/2002	Each	1	1	$185.00	$ 185.00	1	$ 185.00	1	0	0	5th St. Storage	N / A	N / A	Not Found		

EXHIBIT J
EQUIPMENT LIST

90	Jackson Flue Adapter for Tempstar GP 4"	75254	4/24/2002	Each	1	1	$175.00	$ 175.00	1	$ 175.00	1	1	1	5th St. Storage	N / A	N / A		287	0319
91	Traulsen Refrigerator Reach-In 2-section	73057	2/27/2002	Each	1	1	$3,888.00	$ 3,888.00	1	$ 3,888.00	1	1	1	BR-A Service Corridor	T209150L01 / T219580A02	N / A		61	0440
92	Crescor Rack, Roll-In Refrigerator, Open Frame	69656	12/17/2001	Each	1	1	$685.00	$ 685.00	1	$ 685.00	1	1	1	BRD Storage	N / A	N / A		496	0015
93	Crescor Rack, Roll-In Refrigerator, Open Frame	69656	12/17/2001	Each	1	1	$685.00	$ 685.00	1	$ 685.00	1	1	1	4TH FLOOR	FABK5727B1560	207UA12D		497	0061
94	Metro Security Unit 28"x63"x67"	71272	1/23/2002	Each	1	1	$681.00	$ 681.00	1	$ 681.00	1	1	1	BR-D Storage	N / A	N / A		230	0014
95	Metro Dunnage Rack 24x48	70066	12/26/2001	Each	1	1	$199.00	$ 199.00	1	$ 199.00	1	1	1	N. Kit Produce Cooler	N / A	N / A	Blue	206	0016
96	AVT Conveyors 12' Long	74434	3/28/2002	Each	1	1	$41,863.00	$ 41,863.00	1	$ 41,863.00	1	1	1	BR-D Storage	CCTN906723A / MCOE906723B / CCTN90623C / MCOE906723D / CCTN906723E	82208008532		199/ 200/ 201	0010/ 0012/ 0013
97	Custom Mobile Hot Food Carts w/ Drop-In Food Units	75878	6/26/2002	Each	1	1	$800.00	$ 800.00	1	$ 800.00	1	1	1	BR-D Storage	N / A	N / A		202	0008
98	Custom Mobile Hot Food Carts w/ Drop-In Food Units	75878	6/26/2002	Each	1	1	$800.00	$ 800.00	1	$ 800.00	1	1	1	BR-D Storage	N / A	N / A		203	0009
99	Custom Mobile Hot Food Carts w/ Drop-In Food Units	75878	6/26/2002	Each	1	1	$800.00	$ 800.00	1	$ 800.00	1	1	1	BR-D Storage	N / A	N / A		204	0007
100	Custom Mobile Hot Food Carts w/ Drop-In Food Units	75878	6/26/2002	Each	1	1	$800.00	$ 800.00	1	$ 800.00	1	1	1	BR-D Storage	N / A	N / A		205	0011
101	Wells Food Warmer Countertop Electric	66835	10/24/2001	Each	1	1	$537.00	$ 537.00	1	$ 537.00	1	1	1	3rd Floor Storage	AI00001715	TMPT		177	0282
102	Crescor Rack, Roll-In Refrigerator, Open Frame	69656	12/17/2001	Each	1	1	$685.00	$ 685.00	1	$ 685.00	1	1	1	BR-D Storage	DJC-K2805B	270407229		187	0027
103	Crescor Rack, Roll-In Refrigerator, Open Frame	69656	12/17/2001	Each	1	1	$685.00	$ 685.00	1	$ 685.00	1	1	1	BR-D Storage	Not Legible	Not Legible		188	0028
104	Crescor Rack, Roll-In Refrigerator, Open Frame	69656	12/17/2001	Each	1	1	$685.00	$ 685.00	1	$ 685.00	1	1	1	BR-D Storage	Not Legible	Not Legible		189	0029
105	Crescor Rack, Roll-In Refrigerator, Open Frame	69656	12/17/2001	Each	1	1	$685.00	$ 685.00	1	$ 685.00	1	1	1	BR-D Storage	Partially Legible - #???58	107229		190	0030
106	Wells Food Warmer Countertop Electric	71271	1/23/2002	Each	1	1	$547.00	$ 547.00	1	$ 547.00	1	1	1	Palmer	AH00004174	TMPT		195	0325
107	Eagle Hand Sink, Wall Model SS	70711	1/9/2002	Each	1	1	$278.00	$ 278.00	1	$ 278.00	1	1	1	BR-D Storage	N / A	HSA-101	Dispenser/goosenec k faucet	194	0006
108	Randell Beverage Table Urn Stand 48x29	69914	12/20/2001	Each	1	1	$1,335.00	$ 1,335.00	1	$ 1,335.00	1	1	1	BR-D Storage	122568	16248		191	0004
109	Hatco Warming Drawer, Free Standing	70315	12/28/2001	Each	1	1	$1,801.00	$ 1,801.00	1	$ 1,801.00	1	1	1	EH-3 Conc	8512740150	HDW-3N		192	0020
110	Eagle Spec-Master Sink 1-Compartment SS	72804	2/21/2002	Each	1	1	$944.00	$ 944.00	1	$ 944.00	1	1	1	BR-D Storage	N / A	FN207N-124	Custom Made	193	0005

EXHIBIT J
EQUIPMENT LIST

111	Metro Security Unit 28"x63"x67"	71272	1/23/2002	Each	1	1	$681.00	$ 681.00	1	$ 681.00	1	1	1	COA Maintenance	N / A	N / A		62	0447
112	Metro Security Unit 28"x63"x67"	71272	1/23/2002	Each	1	1	$681.00	$ 681.00	1	$ 681.00	1	1	0	COA Maintenance	N / A	N / A	Not found 2011 count, COA Maintenance had in 2010, could not locate in 2011 on walk-thru.	63	
113	Hatco Warming Drawer, Free Standing	70315	12/28/2001	Each	1	1	$1,801.00	$ 1,801.00	1	$ 1,801.00	1	0	0	Concession Portable	8512730150	HDW 3N	Not found		
114	Metro Security Unit 28"x63"x67"	70066	12/26/2001	Each	1	1	$681.00	$ 681.00	1	$ 681.00	1	1	1	East Pantry 3rd Floor	N / A	N / A		60	0260
115	Model 403 Beer Systems (A14&A15)	7360	12/26/2001	Each	1	1	$8,721.30	$ 8,721.30	1	$ 8,721.30	1	1	1	EH1 & 2 Combined	N / A	N / A	Tag is located in EH2	10	0444
116	Hatco Warming Drawer, Free Standing	66641	10/22/2001	Each	1	1	$ 1,809.00	$ 1,809.00	1	$ 1,809.00	1	1	1	EH-1 BI	8382850139	HDW 3N		11	0401
117	Delfield Refrigerated Display Case 24" Deep	67047	10/29/2001	Each	1	1	$ 7,343.00	$ 7,343.00	1	$ 7,343.00	1	1	1	EH-1 BI	103355301M	FISMC72N		12	0402
118	Eagle Spec-Master 3-compt Sink SS	67201	10/30/2001	Each	1	1	$1,345.00	$ 1,345.00	1	$ 1,345.00	1	1	1	EH-1 BI	N / A	N / A	NSF D036527 Inspection Tag	13	0403
119	Eagle Hand Sink, Wall Model SS	67201	10/30/2001	Each	1	1	$272.00	$ 272.00	1	$ 272.00	1	1	1	EH-1 BI	N / A	N / A	NSF D036536 Inspection Tag	14	0404
120	Eagle Hand Sink, Wall Model SS	67201	10/30/2001	Each	1	1	$272.00	$ 272.00	1	$ 272.00	1	1	1	EH-1 BI	N / A	N / A	NSF D036536 Inspection Tag	15	0405
121	Eagle Bag-In-Box Rack	67201	10/30/2001	Each	1	1	$94.00	$ 94.00	1	$ 94.00	1	1	1	EH-1 BI	N / A	N / A	NSF STD2 Inspection Tag	16	0406
122	Custom "L" Shaped Concession Table SS	68270	11/20/2001	Each	1	1	$5,287.00	$ 5,287.00	1	$ 5,287.00	1	1	1	EH-1 BI	N / A	N / A		17	0407
123	Custom SS Worktable for Concession Equip.	68271	11/20/2001	Each	1	1	$5,697.00	$ 5,697.00	1	$ 5,697.00	1	1	1	EH-1 BI	N / A	N / A		18	0408
124	APW Hot Dog Grill, roller type	71307	1/23/2002	Each	1	1	$765.00	$ 765.00	1	$ 765.00	1	1	1	EH-1 BI	20040112004 / 30070112102	HR-50		19	0409
125	W.A. Brown Walk-In Refrigerator Beer Cooler 5'10" x 7'9"	75099	4/12/2002	Each	1	1	$4,594.00	$ 4,594.00	1	$ 4,594.00	1	1	1	EH-1 BI	18441-10	UDS - 4		20	0410
126	Hatco Hot food Display Case Macho Nacho Chip Warmer	70315	12/28/2001	Each	1	1	$1,042.00	$ 1,042.00	1	$ 1,042.00	1	1	1	EH-2 BI	8514270151	N / A		30	0439
127	Hatco Warming Drawer, Free Standing	66641	10/22/2001	Each	1	1	$ 1,809.00	$ 1,809.00	1	$ 1,809.00	1	1	1	EH-2 BI	8382860139	HDW 3N		21	0442
128	Custom "L" Shaped Concession Table SS	68270	11/20/2001	Each	1	1	$5,287.00	$ 5,287.00	1	$ 5,287.00	1	1	1	EH-2 BI	N / A	N / A		22	0411
129	Eagle Spec-Master 3-compt Sink SS	67202	10/30/2001	Each	1	1	$1,345.00	$ 1,345.00	1	$ 1,345.00	1	1	1	EH-2 BI	N / A	N / A	NSF D036517 Inspection Tag	29	0412
130	Eagle Hand Sink, Wall Model SS	67202	10/30/2001	Each	1	1	$272.00	$ 272.00	1	$ 272.00	1	1	1	EH-2 BI	N / A	N / A	NSF D036536 Inspection Tag	23	0413
131	Eagle Hand Sink, Wall Model SS	67202	10/30/2001	Each	1	1	$272.00	$ 272.00	1	$ 272.00	1	1	1	EH-2 BI	N / A	N / A	NSF D036536 Inspection Tag	26	0414
132	Eagle Spec-Master Enclosed Work Table w/sliding doors	67202	10/30/2001	Each	1	1	$1,276.00	$ 1,276.00	1	$ 1,276.00	1	1	1	EH-2 BI	N / A	CB2484SE		24	0415
133	Eagle Bag-In-Box Rack	67202	10/30/2001	Each	1	1	$94.00	$ 94.00	1	$ 94.00	1	1	1	EH-2 BI	N / A	N / A		27	0416
134	Perlick Step In Utility Cooler, Self Contained	65811	10/4/2001	Each	1	1	$5,230.00	$ 5,230.00	1	$ 5,230.00	1	1	1	EH-2 BI	443051	US10KP		28	0417

EXHIBIT J
EQUIPMENT LIST

135	Eagle Work Table w/sliding doors 30x72	70711	1/9/2002	Each	1	1	$1,436.00	$ 1,436.00	1	$ 1,436.00	1	1	1	EH-2 BI	N / A	CB2484SE		25	0418
136	Metro Dunnage Rack 24x48	70066	12/26/2001	Each	1	1	$199.00	$ 199.00	1	$ 199.00	1	1	1	3rd Floor Storage	N / A	N / A		33	0448
137	Traulsen Refrigerator Reach-In 2-section	66385	10/17/2001	1	1	1	$2,850.00	$ 2,850.00	1	$ 2,850.00	1	1	1	EH-2 BI	T181830I01	621000		32	0419
138	Manitowoc Ice Maker, Cube Style	66367	10/17/2001	1	1	1	$4,977.00	$ 4,977.00	1	$ 4,977.00	1	1	1	EH-2 BI	011061349 / 010921595	S970		31	0420
139	Metro Dunnage Rack 24x48	70066	12/26/2001	Each	1	1	$199.00	$ 199.00	1	$ 199.00	1	1	1	EH-2 BI	N / A	N / A		53	0421
140	Walk In Beer Cooler Model #CHT008H2B-LSC065A	68076	11/15/2001	Each	1	1	$4,791.00	$ 4,791.00	1	$ 4,791.00	1	1	1	EH-4 BI	93901-1	UDS-4		38	0422
141	Groen Steamer Convection Electric Pressureless, 2 Compartment	69396	12/10/2001	Each	1	1	$7,366.00	$ 7,366.00	1	$ 7,366.00	1	1	1	EH-4 BI	6E28090MS	HY-6E		42	0423
142	Eagle Hand Sink, Wall Model SS	70711	1/9/2002	Each	1	1	$278.00	$ 278.00	1	$ 278.00	1	1	1	EH-4 BI	N / A	N / A	NSF D037436 Inspection Tag	40	0424
143	Eagle Hand Sink, Wall Model SS	70711	1/9/2002	Each	1	1	$278.00	$ 278.00	1	$ 278.00	1	1	1	EH-4 BI	N / A	N / A	NSF D037436 Inspection Tag	41	0425
144	Eagle Sink, 3-compartment SS	70711	1/9/2002	Each	1	1	$668.00	$ 668.00	1	$ 668.00	1	1	1	EH-4 BI	N / A	314-16-3-18		39	0426
145	Eagle Work Table w/sliding doors 30x72	70711	1/9/2002	Each	1	1	$1,436.00	$ 1,436.00	1	$ 1,436.00	1	1	1	EH-4 BI	N / A	CB3072SE-BS		43	0427
146	Eagle Work Table w/sliding doors 30x96	70711	1/9/2002	Each	1	1	$1,755.00	$ 1,755.00	1	$ 1,755.00	1	1	1	EH-4 BI	N / A	CB3096SE-BS		34	0428
147	Eagle Work Table w/sliding doors 24x48	70711	1/9/2002	Each	1	1	$1,061.00	$ 1,061.00	1	$ 1,061.00	1	1	1	EH-4 BI	N / A	CB2448SE-BS		35	0429
148	Manitowoc Ice Maker Cube-style up to 1370 lb. production	70079	12/26/2001	Each	1	1	$4,030.00	$ 4,030.00	1	$ 4,030.00	1	1	1	EH-4 BI	011121716	S970		44	0430
149	Traulsen Refrigerator Reach-In 2-section	73057	2/27/2002	Each	1	1	$3,888.00	$ 3,888.00	1	$ 3,888.00	1	1	1	South Kitchen	T219590A02/M444840E92	N / A	Serial #T cooler swapped out for Serial #M cooler	290	0244
150	Polar Beer System for new Bar	7485	6/5/2002	Each	1	1	$4,629.00	$ 4,629.00	1	$ 4,629.00	1	1	1	EH-4 BI	N / A	N / A		36	0445
151	Hatco Warming Drawer, Free Standing	66371	10/17/2001	1	1	1	$1,809.00	$ 1,809.00	1	$ 1,809.00	1	1	1	EH-4 BI	8382820139	HDW-3N		37	0443
152	Eagle Work Table w/sliding doors 24x48	70711	1/9/2002	Each	1	1	$1,061.00	$ 1,061.00	1	$ 1,061.00	1	1	1	EH-5 BI	N / A	CB3072SE-BS		52	0431
153	APW Hot Dog Grill, roller type	71307	1/23/2002	Each	1	1	$765.00	$ 765.00	1	$ 765.00	1	1	1	EH-5 BI	20040112002 / 30070112097	HR-50		45	0432
154	APW Hot Dog Grill, roller type	71307	1/23/2002	Each	1	1	$765.00	$ 765.00	1	$ 765.00	1	1	1	EH-5 BI	20040108003	HR-50		288	0326
155	Manitowoc Ice Maker Cube-style up to 1370 lb. production	70078	12/26/2001	Each	1	1	$3,468.67	$ 3,468.67	1	$ 3,468.67	1	1	1	EH-5 BI	020366888 / 011121712	S970		46	0433
156	Eagle Sink, 3-compartment SS	72804	2/21/2002	Each	1	1	$1,086.00	$ 1,086.00	1	$ 1,086.00	1	1	1	EH-5 BI	N / A	N / A	NSF D036950 Inspection Tag	47	0434
157	Eagle Hand Sink, Wall Model SS	72804	2/21/2002	Each	1	1	$267.00	$ 267.00	1	$ 267.00	1	1	1	EH-5 BI	N / A	145-4-10-1	NSF D036974 Inspection Tag	48	0435
158	Eagle Hand Sink, Wall Model SS	72804	2/21/2002	Each	1	1	$267.00	$ 267.00	1	$ 267.00	1	1	1	EH-5 BI	N / A	N / A	NSF D036974 Inspection Tag	49	0436
159	Beverage Air Refrigerator Reach In 2-section	71852	1/31/2002	Each	1	1	$2,473.00	$ 2,473.00	1	$ 2,473.00	1	1	1	EH-5 BI	6225589	ER48-146		50	0437
160	Hatco Warming Drawer, Free Standing	66371	10/17/2001	1	1	1	$1,809.00	$ 1,809.00	1	$ 1,809.00	1	1	1	EH-5 BI	8382830139	HDW-3N		51	0438

EXHIBIT J
EQUIPMENT LIST

161	Traulsen Refrigerator, Reach-In 2-section	71468	1/25/2002	Each	1	1	$3,888.00	$ 3,888.00	1	$ 3,888.00	1	1	1	IKEA Room	T209150L01	AHT226WUT-HHS	Attached	208	0002
162	Eagle Hand Sink, Wall Model SS	70711	1/9/2002	Each	1	1	$278.00	$ 278.00	1	$ 278.00	1	1	1	IKEA Room	N / A	HSA-101	Dispenser/goosenec k	207	0001
163	Randell Beverage Table Urn Stand 48x29	69914	12/20/2001	Each	1	1	$1,335.00	$ 1,335.00	1	$ 1,335.00	1	1	1	IKEA Room	122569	16248		209	0003
164	Metro Security Unit 28"x63"x67"	71272	1/23/2002	Each	1	1	$681.00	$ 681.00	1	$ 681.00	1	1	1	City Area - 3rd Floor	N / A	N / A		213	0360
165	Eaglegard Wire Shelving Starter Unit	67202	10/30/2001	Each	1	1	$170.00	$ 170.00	1	$ 170.00	1	0	0	North Kitchen			Not found		
166	Eaglegard Wire Shelving Starter Unit	67202	10/30/2001	Each	1	1	$170.00	$ 170.00	1	$ 170.00	1	0	0	North Kitchen			Not found		
167	Carter-Hoffman Classic Carter Cabinet Mobile Banquet Insulated Dutch Door (less $339 discount applied to each unit)	69159	12/5/2001	Each	1	1	$2,747.00	$ 2,747.00	1	$ 2,747.00	1	1	1	4TH Floor	347539	BB200 D		435	0072
168	Groen Kettle, Tilting Gas 40gl Capacity	69396	12/10/2001	Each	1	1	$11,669.00	$ 11,669.00	1	$ 11,669.00	1	1	1	North Kitchen	65507	DH/1/40		402	0151
169	Groen Kettle, Tilting Gas 40gl Capacity	69396	12/10/2001	Each	1	1	$11,669.00	$ 11,669.00	1	$ 11,669.00	1	1	1	North Kitchen	*65101	DH/1/40		400	0152
170	Groen Kettle, Tilting Gas 40gl Capacity	69396	12/10/2001	Each	1	1	$11,669.00	$ 11,669.00	1	$ 11,669.00	1	1	1	North Kitchen	66081	DH/1/40		401	0153
171	Groen Kettle, Tilting Gas 30gl Capacity	69396	12/10/2001	Each	1	1	$8,932.00	$ 8,932.00	1	$ 8,932.00	1	1	1	North Kitchen	3677MG	CHFP/2/E3		406	0154
172	Groen Kettle, Tilting Gas 30gl Capacity	69396	12/10/2001	Each	1	1	$8,932.00	$ 8,932.00	1	$ 8,932.00	1	1	1	North Kitchen	3679MG	CHFP/2/E3		408	0155
173	Groen Kettle, Tilting Gas 30gl Capacity	69396	12/10/2001	Each	1	1	$8,932.00	$ 8,932.00	1	$ 8,932.00	1	1	1	North Kitchen	3680MG	CHFP/2/E3		407	0156
174	Groen Steamer Convection Electric Pressureless, 2 Compartment	69396	12/10/2001	Each	1	1	$20,849.00	$ 20,849.00	1	$ 20,849.00	1	1	1	North Kitchen	12G27917MS / 12G27927MS	Hy12G		412/410	0157/ 0158
175	Groen Steamer Convection Electric Pressureless, 2 Compartment	69396	12/10/2001	Each	1	1	$20,849.00	$ 20,849.00	1	$ 20,849.00	1	1	1	North Kitchen	12G27952MS / 12G27918MS	Hy12G		414/411	0159/ 0160
176	Groen Steamer Convection Electric Pressureless, 2 Compartment	69396	12/10/2001	Each	1	1	$20,849.00	$ 20,849.00	1	$ 20,849.00	1	1	1	North Kitchen	12G27928MS / 12G27953MS	Hy12G		409/413	0161/ 0162
177	Advance Wall Mounted Shelf SS 10" x 5'	67704	11/7/2001	Each	1	1	$127.00	$ 127.00	1	$ 127.00	1	0	1	North Kitchen			Not found 2010; Found in N. Kit 2011	--	0163
178	Crescor Rack, Roll-In Refrigerator, Open Frame	69656	12/17/2001	Each	1	1	$685.00	$ 685.00	1	$ 685.00	1	1	1	North Kitchen	N / A	N / A		476	0241
179	Crescor Rack, Roll-In Refrigerator, Open Frame	69656	12/17/2001	Each	1	1	$685.00	$ 685.00	1	$ 685.00	1	1	1	4th Floor	KABK5754123	207UA12D		477	0026
180	Crescor Rack, Roll-In Refrigerator, Open Frame	69656	12/17/2001	Each	1	1	$685.00	$ 685.00	1	$ 685.00	1	1	1	4th Floor	KABK5760458	207UA12D		478	0059
181	Crescor Rack, Roll-In Refrigerator, Open Frame	69656	12/17/2001	Each	1	1	$685.00	$ 685.00	1	$ 685.00	1	1	1	4th Floor	IABK5748C2140	207UA12D		479	0060
182	Crescor Rack, Roll-In Refrigerator, Open Frame	69656	12/17/2001	Each	1	1	$685.00	$ 685.00	1	$ 685.00	1	1	1	N. Kit Freezer	KABK5720441	207UA12D		480	0022
183	Crescor Rack, Roll-In Refrigerator, Open Frame	69656	12/17/2001	Each	1	1	$685.00	$ 685.00	1	$ 685.00	1	1	1	N. Kit Freezer	N / A	N / A		481	0237
184	Crescor Rack, Roll-In Refrigerator, Open Frame	69656	12/17/2001	Each	1	1	$685.00	$ 685.00	1	$ 685.00	1	1	1	4th Floor	KABK5754120	207UA12D		482	0054
185	Crescor Rack, Roll-In Refrigerator, Open Frame	69656	12/17/2001	Each	1	1	$685.00	$ 685.00	1	$ 685.00	1	1	1	North Kitchen	N / A	N / A		483	0238

EXHIBIT J
EQUIPMENT LIST

186	Crescor Rack, Roll-In Refrigerator, Open Frame	69656	12/17/2001	Each	1	1	$685.00	$ 685.00	1	$ 685.00	1	1	1	North Kitchen	N / A	N / A		484	0242
187	Crescor Rack, Roll-In Refrigerator, Open Frame	69656	12/17/2001	Each	1	1	$685.00	$ 685.00	1	$ 685.00	1	1	1	4th Floor	FABK5727B1559	207UA12D		486	0063
188	Crescor Rack, Roll-In Refrigerator, Open Frame	69656	12/17/2001	Each	1	1	$685.00	$ 685.00	1	$ 685.00	1	1	1	4th Floor	KABK5760451	207UA12D		487	0056
189	Crescor Rack, Roll-In Refrigerator, Open Frame	69656	12/17/2001	Each	1	1	$685.00	$ 685.00	1	$ 685.00	1	1	1	4th Floor	JABK5754C20756	207UA12D		488	0058
190	Crescor Rack, Roll-In Refrigerator, Open Frame	69656	12/17/2001	Each	1	1	$685.00	$ 685.00	1	$ 685.00	1	1	1	S. Kit Freezer	N / A	N / A		489	0035
191	Crescor Rack, Roll-In Refrigerator, Open Frame	69656	12/17/2001	Each	1	1	$685.00	$ 685.00	1	$ 685.00	1	1	1	North Kitchen	N / A	N / A		490	0239
192	Crescor Rack, Roll-In Refrigerator, Open Frame	69656	12/17/2001	Each	1	1	$685.00	$ 685.00	1	$ 685.00	1	1	1	North Kitchen	N / A	N / A	2010 Can't Tag in Freezer South Kitchen ; 2011 tag attached		245
193	Crescor Rack, Roll-In Refrigerator, Open Frame	69656	12/17/2001	Each	1	1	$685.00	$ 685.00	1	$ 685.00	1	1	0	North Kitchen	N / A	N / A	Not found		
194	Wells Toaster, Pop-up 380 slices/hour	71271	1/23/2002	Each	1	1	$537.00	$ 537.00	1	$ 537.00	1	1	1	18A	CAU00009357	T4C		485	0243
195	Scotsman Ice Maker, Flake-Style	70866	1/11/2002	Each	1	1	$3,938.00	$ 3,938.00	1	$ 3,938.00	1	1	1	North Kitchen	*558323-09D	FME1204AS/32A		456	0164
196	Traulsen Refrigerator, Reach-In 3-section	71468	1/25/2002	Each	1	1	$6,326.00	$ 6,326.00	1	$ 6,326.00	1	1	1	North Kitchen	T211850A02	RHT3/32WUT		389	0165
197	Hobart Oven, Roll-In gas	71471	1/25/2002	Each	1	1	$17,509.00	$ 17,509.00	1	$ 17,509.00	1	1	1	North Kitchen	32-1109770	HSR0G2		443	0166
198	Eagle Sink, 3-compartment SS	70711	1/9/2002	Each	1	1	$668.00	$ 668.00	1	$ 668.00	1	1	1	North Kitchen	N / A	N / A		447	0167
199	Randell Beverage Table Urn Stand 48x29	69914	12/20/2001	Each	1	1	$1,335.00	$ 1,335.00	1	$ 1,335.00	1	1	1	North Kitchen	122564	16248		451	0168
200	Randell Beverage Table Urn Stand 48x29	69914	12/20/2001	Each	1	1	$1,335.00	$ 1,335.00	1	$ 1,335.00	1	1	1	North Kitchen	122565	16248		453	0170
201	Randell Beverage Table Urn Stand 48x29	69914	12/20/2001	Each	1	1	$1,335.00	$ 1,335.00	1	$ 1,335.00	1	1	1	North Kitchen	122566	16248		450	0240
202	Randell Beverage Table Urn Stand 48x29	69914	12/20/2001	Each	1	1	$1,335.00	$ 1,335.00	1	$ 1,335.00	1	1	1	North Kitchen	122567	16248		452	0169
203	Hobart Food Chopper Electric w/18"Bowl	70038	12/26/2001	Each	1	1	$5,298.00	$ 5,298.00	1	$ 5,298.00	1	1	1	North Kitchen	56-1151979	B41B6		455	0171
204	Hobart Mixer Food 30qt.	70041	12/26/2001	Each	1	1	$5,271.00	$ 5,271.00	1	$ 5,271.00	1	1	1	North Kitchen	31-1248447	D300		393	0172
205	Frybattery Fryer 25lb. Capacity	70045	12/26/2001	Each	1	1	$10,148.00	$ 10,148.00	1	$ 10,148.00	1	1	1	North Kitchen	0112II0019 / 0112II0020 / 0112II0021	FM42505C		428	0173
206	Frybattery Fryer 25lb. Capacity	70045	12/26/2001	Each	1	1	$10,148.00	$ 10,148.00	1	$ 10,148.00	1	1	1	North Kitchen	0112II0022 / 0112II0023 / 0112II0024	FM42505C		427	0174
207	Bakers Pride Convection Oven Double-Deck	70047	12/26/2001	Each	1	1	$7,480.00	$ 7,480.00	1	$ 7,480.00	1	1	1	North Kitchen	27937 / 28279	C011/G1		426/423	0175/ 0176
208	Bakers Pride Convection Oven Double-Deck	70047	12/26/2001	Each	1	1	$7,480.00	$ 7,480.00	1	$ 7,480.00	1	1	1	North Kitchen	28280 / 28282	C011/G1		419/421	0177/ 0178
209	Bakers Pride Convection Oven Double-Deck	70047	12/26/2001	Each	1	1	$7,480.00	$ 7,480.00	1	$ 7,480.00	1	1	1	North Kitchen	28283 / 28284	C011/G1		420/425	0179/ 0180

EXHIBIT J
EQUIPMENT LIST

210	Bakers Pride Convection Oven Double-Deck	70047	12/26/2001	Each	1	1	$7,480.00	$ 7,480.00	1	$ 7,480.00	1	1	1	North Kitchen	28286 / 28287	C011/G1		424/422	0181/ 0182
211	Manitowoc Ice Maker Cube-style up to 1370 lb. production	70078	12/26/2001	Each	1	1	$3,468.67	$ 3,468.67	1	$ 3,468.67	1	1	1	North Kitchen	11261471	S970		243	0183
212	Manitowoc Ice Maker Cube-style up to 1370 lb. production	70078	12/26/2001	Each	1	1	$3,468.67	$ 3,468.67	1	$ 3,468.67	1	1	1	North Kitchen	11261576	S970		242	0184
213	Manitowoc Ice Maker Cube-style up to 1370 lb. production	70078	12/26/2001	Each	1	1	$3,468.67	$ 3,468.67	1	$ 3,468.67	1	1	1	North Kitchen	11261734	S970		241	0185
214	Manitowoc Ice Maker Cube-style up to 1370 lb. production	70079	12/26/2001	Each	1	1	$4,030.00	$ 4,030.00	1	$ 4,030.00	1	1	1	North Kitchen	011121717	S970		457	0186
215	Eagle Spec-Master Work Table 30" Wide Top	72804	2/21/2002	Each	1	1	$489.00	$ 489.00	1	$ 489.00	1	1	1	North Kitchen	N / A	N / A		387	0187
216	Eagle Spec-Master Work Table 30" Wide Top	72804	2/21/2002	Each	1	1	$489.00	$ 489.00	1	$ 489.00	1	1	1	North Kitchen	N / A	N / A		388	0188
217	Eagle Spec-Master Work Table 30" Wide Top	72804	2/21/2002	Each	1	1	$489.00	$ 489.00	1	$ 489.00	1	1	1	North Kitchen	N / A	N / A		394	0189
218	Eagle Spec-Master Work Table 30" Wide Top	72804	2/21/2002	Each	1	1	$489.00	$ 489.00	1	$ 489.00	1	1	1	North Kitchen	N / A	N / A		395	0190
219	Eagle Spec-Master Work Table 30" Wide Top	72804	2/21/2002	Each	1	1	$489.00	$ 489.00	1	$ 489.00	1	1	1	North Kitchen	N / A	N / A		396	0191
220	Eagle Spec-Master Work Table 30" Wide Top	72804	2/21/2002	Each	1	1	$489.00	$ 489.00	1	$ 489.00	1	1	1	North Kitchen	N / A	N / A		397	0192
221	Eagle Spec-Master Work Table 30" Wide Top	72804	2/21/2002	Each	1	1	$489.00	$ 489.00	1	$ 489.00	1	1	1	North Kitchen	N / A	N / A		398	0193
222	Eagle Spec-Master Work Table 30" Wide Top	72804	2/21/2002	Each	1	1	$489.00	$ 489.00	1	$ 489.00	1	1	1	North Kitchen	N / A	N / A		399	0194
223	Eagle Spec-Master Work Table 30" Wide Top	72804	2/21/2002	Each	1	1	$489.00	$ 489.00	1	$ 489.00	1	1	1	North Kitchen	N / A	N / A		415	0195
224	Eagle Spec-Master Work Table 30" Wide Top	72804	2/21/2002	Each	1	1	$489.00	$ 489.00	1	$ 489.00	1	1	1	North Kitchen	N / A	N / A		416	0196
225	Eagle Hand Sink, Wall Model SS	72804	2/21/2002	Each	1	1	$267.00	$ 267.00	1	$ 267.00	1	1	1	North Kitchen	N / A	N / A		390	0197
226	Eagle Hand Sink, Wall Model SS	72804	2/21/2002	Each	1	1	$267.00	$ 267.00	1	$ 267.00	1	1	1	North Kitchen	N / A	N / A		391	0198
227	Eagle Hand Sink, Wall Model SS	72804	2/21/2002	Each	1	1	$267.00	$ 267.00	1	$ 267.00	1	1	1	North Kitchen	N / A	N / A		429	0199
228	Eagle Hand Sink, Wall Model SS	72804	2/21/2002	Each	1	1	$267.00	$ 267.00	1	$ 267.00	1	1	1	North Kitchen	N / A	N / A		430	0200
229	Eagle Hand Sink, Wall Model SS	72804	2/21/2002	Each	1	1	$267.00	$ 267.00	1	$ 267.00	1	1	1	North Kitchen	N / A	N / A		441	0201
230	Eagle Hand Sink, Wall Model SS	72804	2/21/2002	Each	1	1	$267.00	$ 267.00	1	$ 267.00	1	1	1	North Kitchen	N / A	N / A		442	0202
231	Eagle Hand Sink, Wall Model SS	72804	2/21/2002	Each	1	1	$267.00	$ 267.00	1	$ 267.00	1	1	1	North Kitchen	N / A	N / A		454	0203
232	Eagle Faucet Extra Heavy 8" center Swing Nozzle 12" long	72804	2/21/2002	Each	1	1	$153.00	$ 153.00	1	$ 153.00	1	1	1	North Kitchen	N / A	N / A	these belong to the sinks above; All sinks have faucets, old tag #'s not replaced in 2011	467	

EXHIBIT J
EQUIPMENT LIST

233	Eagle Faucet Extra Heavy 8" center Swing Nozzle 12" long	72804	2/21/2002	Each	1	1	$153.00	$ 153.00	1	$ 153.00	1	1	1	North Kitchen	N / A	N / A	these belong to the sinks above; All sinks have faucets, old tag #'s not replaced in 2011	468	
234	Eagle Faucet Extra Heavy 8" center Swing Nozzle 12" long	72804	2/21/2002	Each	1	1	$153.00	$ 153.00	1	$ 153.00	1	1	1	North Kitchen	N / A	N / A	these belong to the sinks above; All sinks have faucets, old tag #'s not replaced in 2011	469	
235	Eagle Spec-Master Sink 1-Compartment SS	72804	2/21/2002	Each	1	1	$944.00	$ 944.00	1	$ 944.00	1	1	1	North Kitchen	N / A	N / A		459	0204
236	Eagle Work Table 30x72	72804	2/21/2002	Each	1	1	$743.00	$ 743.00	1	$ 743.00	1	1	1	North Kitchen	N / A	N / A		417	0205
237	Eagle Work Table 30x72	72804	2/21/2002	Each	1	1	$743.00	$ 743.00	1	$ 743.00	1	1	1	North Kitchen	N / A	N / A		418	0206
238	Eagle Work Table 30x72	72804	2/21/2002	Each	1	1	$743.00	$ 743.00	1	$ 743.00	1	1	1	North Kitchen	N / A	N / A		437	0207
239	Eagle Work Table 30x72	72804	2/21/2002	Each	1	1	$743.00	$ 743.00	1	$ 743.00	1	1	1	North Kitchen	N / A	N / A		438	0208
240	Eagle Work Table 30x72	72804	2/21/2002	Each	1	1	$743.00	$ 743.00	1	$ 743.00	1	1	1	North Kitchen	N / A	N / A		439	0209
241	Eagle Work Table 30x72	72804	2/21/2002	Each	1	1	$743.00	$ 743.00	1	$ 743.00	1	1	1	North Kitchen	N / A	N / A		440	0210
242	T&S Brass Reel Kleen	71658	1/29/2002	Each	1	1	$483.00	$ 483.00	1	$ 483.00	1	1	1	North Kitchen	110133	B7233		458	0217
243	T&S Brass Reel Kleen	71658	1/29/2002	Each	1	1	$483.00	$ 483.00	1	$ 483.00	1	1	1	North Kitchen	110142	B7232		460	0216
244	T&S Brass Reel Kleen	71658	1/29/2002	Each	1	1	$483.00	$ 483.00	1	$ 483.00	1	1	1	North Kitchen	033820513	B1403		461	0212
245	T&S Brass Reel Kleen	71658	1/29/2002	Each	1	1	$483.00	$ 483.00	1	$ 483.00	1	1	1	North Kitchen	033820507	B1403		462	0211
246	T&S Brass Reel Kleen	71658	1/29/2002	Each	1	1	$483.00	$ 483.00	1	$ 483.00	1	1	1	North Kitchen	033820498	B1403		463	0213
247	T&S Brass Reel Kleen	71658	1/29/2002	Each	1	1	$483.00	$ 483.00	1	$ 483.00	1	1	1	North Kitchen	33820492	B1403		464	0215
248	T&S Brass Reel Kleen	71658	1/29/2002	Each	1	1	$483.00	$ 483.00	1	$ 483.00	1	1	1	North Kitchen	33820614	B1403		465	0214
249	T&S Brass Service Sink Faucet	71658	1/29/2002	Each	1	1	$106.00	$ 106.00	1	$ 106.00	1	1	1	North Kitchen	N / A	B-969		466	0218
250	Garland Range HvyDty Gas 24kBTU Burners	71018	1/16/2002	Each	1	1	$2,758.00	$ 2,758.00	1	$ 2,758.00	1	1	1	North Kitchen	0201HG065R	M43R		431	0219
251	Garland Range HvyDty Gas Master Series 17" Hot Tops	71018	1/16/2002	Each	1	1	$3,059.00	$ 3,059.00	1	$ 3,059.00	1	1	1	North Kitchen	0201HG066R	M46R		404	0221
252	Garland Range HvyDty Gas Master Series 34" Fry Hot Top	71018	1/16/2002	Each	1	1	$4,041.00	$ 4,041.00	1	$ 4,041.00	1	1	1	North Kitchen	0201HG067R	M48R		403	0220
253	Garland Broiler Char-Type Gas-Fired Charbroiler Master Series Grill	71018	1/16/2002	Each	1	1	$3,240.00	$ 3,240.00	1	$ 3,240.00	1	1	1	North Kitchen	0201HG068R	M34B		433	0223
254	Garland Broiler Char-Type Gas-Fired Charbroiler Master Series Grill	71018	1/16/2002	Each	1	1	$3,240.00	$ 3,240.00	1	$ 3,240.00	1	1	1	North Kitchen	0201HG069R	M345B		432	0222

EXHIBIT J
EQUIPMENT LIST

255	Alto-Sham Combi Oven Gas Full Size Oven/Steamer Combination	71693	1/30/2002	Each	1	1	$27,405.00	$ 27,405.00	1	$ 27,405.00	1	1	1	North Kitchen	L7L01120052	ML2026	7L0112050	445	0224
256	Alto-Sham Combi Oven Gas Full Size Oven/Steamer Combination	71693	1/30/2002	Each	1	1	$27,405.00	$ 27,405.00	1	$ 27,405.00	1	1	1	North Kitchen	L7L01120050	ML2026	7L0112050	446	0225
257	Hobart Flight Type Warewasher	71738	1/30/2002	Each	1	1	$75,194.00	$ 75,194.00	1	$ 75,194.00	1	1	1	North Kitchen	27-1115974	FT900		449	0226
258	Hobart Double Rack Gas Oven Roll In	71745	1/30/2002	Each	1	1	$21,218.00	$ 21,218.00	1	$ 21,218.00	1	1	1	North Kitchen	68-0314715	DR02G BUILDUP		444	0227
259	Eagle Spec-Master Sink 2-Compartment SS	73166	2/28/2002	Each	1	1	$1,467.00	$ 1,467.00	1	$ 1,467.00	1	1	1	North Kitchen	N / A	N / A		392	0228
260	Salvajor Trough Veyor Disposer	74945	4/9/2002	Each	1	1	$5,069.00	$ 5,069.00	1	$ 5,069.00	1	1	1	North Kitchen	*03-1364	N / A	Serial # tag located on back side of disposer unit	448	0229
261	ACEANSUL Fire Suppression System	73906	3/18/2002	Each	1	1	$12,100.00	$ 12,100.00	1	$ 12,100.00	1	1	1	North Kitchen	013178	N / A		470	0230
262	New Age Can Storage Rack, Mobile Design with Casters	75752	6/13/2002	Each	1	1	$380.00	$ 380.00	1	$ 380.00	1	1	1	North Kitchen	N / A	N / A		474	0231
263	T&S Brass Double Pantry Faucet w/ 12" Swing Nozzle	75421	5/2/2002	Each	1	3	$110.00	$ 330.00	3	$ 110.00	1	3	3	North Kitchen	N / A	N / A	All sinks have faucets, old tag #'s not replaced in 2011	471/472/ 473	
264	W.A. Brown Walk-In Cooler/ProduceCooler/Freezer 52'x9-1/2"x20'x8'	66285	10/16/2001	Each	1	1	$111,100.00	$ 111,100.00	1	$ 111,100.00	1	1	1	North Kitchen	92223/101	UDS/4		475	0232
265	AVTEC Custom Hoods	65608	9/28/2001	Set	1	1	$185,818.00	$ 185,818.00	1	$ 185,818.00	1	1	1	North Kitchen	906723	MWDG		405	0233
266	Metro Metromax Utility Cart 24x60x69	70066	12/26/2001	Each	1	1	$361.00	$ 361.00	1	$ 361.00	0	1	1	North Kitchen	N / A	N / A	these had plastic shelves, and broke over time	234	0236
267	Metro Metromax Utility Cart 24x60x69	70066	12/26/2001	Each	1	1	$361.00	$ 361.00	1	$ 361.00	0	1	1	North Kitchen	N / A	N / A	these had plastic shelves, and broke over time	235	0235/ 0272
268	Metro Metromax Utility Cart 24x60x69	70066	12/26/2001	Each	1	1	$361.00	$ 361.00	1	$ 361.00	0	1	1	North Kitchen	N / A	N / A	these had plastic shelves, and broke over time	244	0234
269	Carter-Hoffman Cabinet, Mobile Refrigerated 2-Door Insulated (less $339 discount applied to each unit)	69159	12/5/2001	Each	1	1	$5,046.00	$ 5,046.00	1	$ 5,046.00	1	1	1	EH 3	347811	PHB 975		67	0100
270	Metro Security Unit 28"x63"x67"	70066	12/26/2001	Each	1	1	$681.00	$ 681.00	1	$ 681.00	1	1	1	Palmer	N / A	N / A		69	0320
271	APW Hot Dog Grill, roller type	66418	10/17/2001	1	1	1	$614.00	$ 614.00	1	$ 614.00	1	1	1	Palmer	30130205182/20 040108003	S6-31		7	0314
272	Hatco Hot food Display Case Macho Nacho Chip Warmer	70315	12/28/2001	Each	1	1	$1,042.00	$ 1,042.00	1	$ 1,042.00	1	1	1	Palmer BI-1	8514260151	FD-1-MN		9	0315
273	Eagle Hand Sink, Wall Model SS	72804	2/21/2002	Each	1	1	$267.00	$ 267.00	1	$ 267.00	1	1	1	Palmer BI-1	N / A	N / A	NSF D037961 Inspection Tag	8	0316
274	Hatco Warming Drawer, Free Standing	70315	12/28/2001	Each	1	1	$1,801.00	$ 1,801.00	1	$ 1,801.00	1	1	1	Palmer BI-2	8512720150	HDW-3N		5	0313
275	Eagle Hand Sink, Wall Model SS	72804	2/21/2002	Each	1	1	$267.00	$ 267.00	1	$ 267.00	1	1	1	Palmer BI-2	N / A	N / A	NSF D037961 Inspection Tag	6	0311

EXHIBIT J
EQUIPMENT LIST

276	Manitowoc Ice Maker Cube-style up to 1370 lb. production	70078	12/26/2001	Each	1	1	$3,468.67	$ 3,468.67	1	$ 3,468.67	1	1	1	Palmer Warming Kitchen	*011121713	S970		4	0307
277	Eagle Spec-Master Sink 1-Compartment SS	72804	2/21/2002	Each	1	1	$944.00	$ 944.00	1	$ 944.00	1	1	1	Palmer Warming Kitchen	N / A	N / A	NSF D037434 Inspection Tag	1	0309
278	Manitowoc Ice Bin	75873	6/26/2002	Each	1	1	$840.00	$ 840.00	1	$ 840.00	1	1	1	Palmer Warming Kitchen	020523806	S970		3	0308
279	Hatco Hot food Display Case Macho Nacho Chip Warmer	70315	12/28/2001	Each	1	1	$1,042.00	$ 1,042.00	1	$ 1,042.00	1	1	1	PEC 3RD FLOOR	8388270140	FDW-1-MN		65	0312
280	Hatco Warming Drawer, Free Standing	66641	10/22/2001	Each	1	1	$ 1,809.00	$ 1,809.00	1	$ 1,809.00	1	1	1	PEC BI 1	8398020140/8382880140	HDW 3N	underneath portable	289	0318
281	Eagle Spec-Master Enclosed Work Table w/sliding doors	67202	10/30/2001	Each	1	1	$1,276.00	$ 1,276.00	1	$ 1,276.00	1	1	1	PEC BI 2	N / A	CB2476SE-BS		66	0317
282	True Refrigerated Counter, Sandwich/Salad Top	71276	1/23/2002	Each	1	1	$1,657.00	$ 1,657.00	1	$ 1,657.00	1	1	1	4th Floor	3153418	TSSU-48-10		281	0067
283	Metro Security Unit 28"x63"x67"	70066	12/26/2001	Each	1	1	$681.00	$ 681.00	1	$ 681.00	1	1	1	Soda Room	N / A	N / A	Measurements Vary	282	0446
284	Metro Security Unit 28"x63"x67"	70066	12/26/2001	Each	1	1	$681.00	$ 681.00	1	$ 681.00	1	1	1	Soda Room	N / A	N / A	Measurements Vary	283	0441
285	Metro Security Unit 28"x63"x67"	70066	12/26/2001	Each	1	1	$681.00	$ 681.00	1	$ 681.00	1	1	1	Soda Room	N / A	N / A	Measurements Vary	284	0449
286	Steamer/Kettle Combination Gas 2 Steam Cavities	69396	12/10/2001	Each	1	1	$11,972.00	$ 11,972.00	1	$ 11,972.00	1	1	1	South Kitchen	65865	NGB3E		252	0351
287	Steamer/Kettle Combination Gas 2 Steam Cavities	69396	12/10/2001	Each	1	1	$11,972.00	$ 11,972.00	1	$ 11,972.00	1	1	1	South Kitchen	65911	NGB3G		251	0352
288	Crescor Rack, Roll-In Refrigerator, Open Frame	69656	12/17/2001	Each	1	1	$685.00	$ 685.00	1	$ 685.00	1	1	0	South Kitchen	N / A	N / A	Not Found		
289	Crescor Rack, Roll-In Refrigerator, Open Frame	69656	12/17/2001	Each	1	1	$685.00	$ 685.00	1	$ 685.00	1	1	0	South Kitchen	N / A	N / A	Not Found		
290	Crescor Rack, Roll-In Refrigerator, Open Frame	69656	12/17/2001	Each	1	1	$685.00	$ 685.00	1	$ 685.00	1	1	0	South Kitchen	N / A	N / A	Not Found		
291	Crescor Rack, Roll-In Refrigerator, Open Frame	69656	12/17/2001	Each	1	1	$685.00	$ 685.00	1	$ 685.00	1	1	0	South Kitchen	N / A	N / A	Not Found		
292	Eaglebrite Stem Caster Cart 18x48	70711	1/9/2002	Each	1	1	$226.00	$ 226.00	1	$ 226.00	1	0	0	South Kitchen			Not found		
293	Metro Metromax Utility Cart 24x60x69	70066	12/26/2001	Each	1	1	$361.00	$ 361.00	1	$ 361.00	1	1	1	South Kitchen	N / A	N / A		232	0361
294	Metro Metromax Utility Cart 24x60x69	70066	12/26/2001	Each	1	1	$361.00	$ 361.00	1	$ 361.00	1	1	1	South Kitchen	N / A	N / A		233	0274
295	Manitowoc Ice Maker Cube-style up to 1880 lb. production	70078	12/26/2001	Each	1	1	$4,626.00	$ 4,626.00	1	$ 4,626.00	1	1	1	South Kitchen	011064580 / 011121709			221	0358
296	Manitowoc Ice Maker Cube-style up to 1880 lb. production	70078	12/26/2001	Each	1	1	$4,626.00	$ 4,626.00	1	$ 4,626.00	1	0	0	South Kitchen	011064936 / 011121710		Not found; could be ones replaced @ PEC by B. Helford		
297	Manitowoc Ice Maker Cube-style up to 1880 lb. production	70078	12/26/2001	Each	1	1	$4,626.00	$ 4,626.00	1	$ 4,626.00	1	0	0	South Kitchen	011065437 / 011121712		Not found; could be ones replaced @ PEC by B. Helford		

EXHIBIT J
EQUIPMENT LIST

298	Eagle Hand Sink, Wall Model SS Eyewash	72804	2/21/2002	Each	1	1	$355.00	$ 355.00	1	$ 355.00	1	1	1	South Kitchen	N / A	N / A	Designer's Choice	214	0353
299	Eagle Hand Sink, Wall Model SS Eyewash	72804	2/21/2002	Each	1	1	$355.00	$ 355.00	1	$ 355.00	1	1	1	North Kitchen	N / A	N / A		215	0354
300	Eagle 21" x 63" Slanted Rack Shelf	72804	2/21/2002	Each	1	1	$572.00	$ 572.00	1	$ 572.00	1	1	0	South Kitchen	N / A	N / A	Not found	231	
301	Eagle Faucet Extra Heavy 8" center Swing Nozzle 12" long	72804	2/21/2002	Each	1	1	$153.00	$ 153.00	1	$ 153.00	1	0	0	South Kitchen			these belong to the sinks above, missing faucet		
302	Eagle Faucet Extra Heavy 8" center Swing Nozzle 12" long	72804	2/21/2002	Each	1	1	$153.00	$ 153.00	1	$ 153.00	1	1	1	South Kitchen	N / A	N / A	these belong to the sinks above	218	0355
303	Eagle Faucet Extra Heavy 8" center Swing Nozzle 12" long	72804	2/21/2002	Each	1	1	$153.00	$ 153.00	1	$ 153.00	1	1	1	South Kitchen	N / A	N / A	these belong to the sinks above	228	0362
304	Eagle Spec-Master Sink 1-Compartment SS	72804	2/21/2002	Each	1	1	$944.00	$ 944.00	1	$ 944.00	1	1	1	South Kitchen	N / A	N / A		219	0356
305	True Display Case, Refrigerated Deli Case See Thru 17 cu ft.	71276	1/23/2002	Each	1	1	$2,912.00	$ 2,912.00	1	$ 2,912.00	1	1	1	Starbucks Storage	1-3172767	TSID-48-2-L		70	0279
306	True Display Case, Refrigerated Deli Case See Thru 16 cu ft.	71276	1/23/2002	Each	1	1	$2,597.00	$ 2,597.00	1	$ 2,597.00	1	1	1	Palmer	1-3196410	TSID-48-2		285	0321
307	Gold/Shelving Units	75527/75517	5/16/2002	Each	1	1	$9,424.00	$ 9,424.00	1	$ 9,424.00	1	1	1	Storage Areas	N / A	N / A	**see notes below - this tag number represents all gold shelving units around the bldg.	253	0267
308	Eagle Mop Sink Floor Mounted	72804	2/21/2002	Each	1	1	$400.00	$ 400.00	1	$ 400.00	1	1	1	Dish Area Utility Closet	N / A	N / A		216	0359
309	Eagle Hand Sink, Wall Model SS Eyewash	72804	2/21/2002	Each	1	1	$355.00	$ 355.00	1	$ 355.00	1	1	1	West Pantry 3rd Floor	N / A	N / A	west pantry	183	0265
310	Eagle Faucet Extra Heavy 8" center Swing Nozzle 12" long	72804	2/21/2002	Each	1	1	$153.00	$ 153.00	1	$ 153.00	1	1	1	west Pantry 3rd Floor	N / A	N / A	these belong to the sinks above	184	0264
311	Manitowoc Ice Maker Cube-style up to 1880 lb. production	70078	12/26/2001	Each	1	1	$4,626.00	$ 4,626.00	1	$ 4,626.00	1	1	1	West Pantry 3rd Floor MR9A	011066183 / 011121711	S970		185	0263
312	Metro Dunnage Rack 24x48	70066	12/26/2001	Each	1	1	$199.00	$ 199.00	1	$ 199.00	1	1	1	Wine Cooler	N / A	N / A		64	0357
313	Eaglebrite Dolly Truck	67201	10/30/2001	Each	1	1	$314.00	$ 314.00	1	$ 314.00	0	0	0				gone; not found		
314	Eaglebrite Dolly Truck	67202	10/30/2001	Each	1	1	$314.00	$ 314.00	1	$ 314.00	0	0	0				Not found		
315	Randell Beverage Table Urn Stand 48x29	69914	12/20/2001	Each	1	1	$1,335.00	$ 1,335.00	1	$ 1,335.00	0	0	0		122570		Salvage; not found		
316	Randell Beverage Table Urn Stand 48x29	69914	12/20/2001	Each	1	1	$1,335.00	$ 1,335.00	1	$ 1,335.00	0	0	0		122571		Salvage; not found		
317	Randell Beverage Table Urn Stand 48x29	69914	12/20/2001	Each	1	1	$1,335.00	$ 1,335.00	1	$ 1,335.00	0	0	0		122572		Salvage; not found		
318	Metro Metromax Utility Cart 24x60x69	70066	12/26/2001	Each	1	1	$361.00	$ 361.00	1	$ 361.00	0	0	0				these had plastic shelves, and broke over time; Not found		

EXHIBIT J
EQUIPMENT LIST

319	Metro Metromax Utility Cart 24x60x69	70066	12/26/2001	Each	1	1	$361.00	$ 361.00	1	$ 361.00	0	0	0				these had plastic shelves, and broke over time; Not found	
320	Metro Metromax Utility Cart 24x60x69	70066	12/26/2001	Each	1	1	$361.00	$ 361.00	1	$ 361.00	0	0	0				these had plastic shelves, and broke over time; Not found	
321	Metro Metromax Utility Cart 24x60x69	70066	12/26/2001	Each	1	1	$361.00	$ 361.00	1	$ 361.00	0	0	0				these had plastic shelves, and broke over time; Not found	
322	Manitowoc Ice Maker Cube-style up to 1880 lb. production	70078	12/26/2001	Each	1	1	$4,626.00	$ 4,626.00	1	$ 4,626.00	0	0	0		11161906		sent to disposal; not found	
323	Manitowoc Ice Maker Cube-style up to 1880 lb. production	70078	12/26/2001	Each	1	1	$4,626.00	$ 4,626.00	1	$ 4,626.00	0	0	0		11162435		sent to disposal; not found	
324	Manitowoc Ice Maker Cube-style up to 1880 lb. production	70078	12/26/2001	Each	1	1	$4,626.00	$ 4,626.00	1	$ 4,626.00	0	0	0		11162739		sent to disposal; not found	
325	Manitowoc Ice Maker Cube-style up to 1880 lb. production	70078	12/26/2001	Each	1	1	$4,626.00	$ 4,626.00	1	$ 4,626.00	0	0	0		11261744		sent to disposal; not found	
326	APW Popcorn Popper Counter Model Kettle, Heat Lamp Glass Sides	66418	10/17/2001	1	1	1	$623.00	$ 623.00	1	$ 623.00	0	0	0		420010108010		Salvage; not found	
327	Hatco Hot food Display Case Macho Nacho Chip Warmer	66371	10/17/2001	1	1	1	$1,404.00	$ 1,404.00	1	$ 1,404.00	0	0	0		8388280140		Salvage; not found	

EXHIBIT K
SMALLWARES INVENTORY

SMALLWARES INVENTORY 2011
AUSTIN CONVENTION CENTER

Department Legend: K = Kitchen
C=Catering B=Bars P=Public Foods

Item Description	Vendor	Invoice Number	Invoice Date	Unit Measure	Qty per Unit	Qty Units Purchased	Unit Price	Extended Price	Total Indiv Qty Purchased	Indiv per Unit Price	Storage Location	Qty on Hand 2010	Qty on Hand 2011	Inventory Value 2010
								$ -	0	$ -				
								$ -	0	$ -				
								$ -	0	$ -				
								$ -	0	$ -				
Kool Touch Tong 6"	Targeted Specialty Services	441193	9/16/1999	Each	1	60	$ 2.69	$ 161.40	60	$ 2.69		0	0	$ -
Kool Touch Tong 9"	Targeted Specialty Services	441193	9/16/1999	Each	1	60	$ 3.57	$ 214.20	60	$ 3.57		0	0	$ -
Portable radio w/charger i390	Capital Two-Way Communications	23522	10/7/1999	Each	1	17	$ 39.00	$ 663.00	17	$ 39.00	Broken	0	0	$ -
Portable radio w/charger i1000	Capital Two-Way Communications	23522	10/17/1999	Each	1	5	$ 149.00	$ 745.00	5	$ 149.00	Broken	0	0	$ -
Facsimile Machine (Mita ldc-770)	Automation Plus Systems, Inc.	none	10/18/1999	Each	1	1	$ 1,800.00	$ 1,800.00	1	$ 1,800.00	2nd Floor (broken)	0	0	$ -
Headset Nextel	Airwave Communications	0827	10/18/1999	Each	1	16	$ 14.98	$ 239.68	16	$ 14.98	Broken	0	0	$ -
Headsets audio connector Nextel	Airwave Communications	0827	10/18/1999	Each	1	16	$ 12.47	$ 199.52	16	$ 12.47	Broken	0	0	$ -
Headset Nextel	Airwave Communications	606	10/21/1999	Each	1	5	$ 14.98	$ 74.90	5	$ 14.98	Broken	0	0	$ -
Headsets audio connector Nextel	Airwave Communications	606	10/21/1999	Each	1	6	$ 12.47	$ 74.82	6	$ 12.47	Broken	0	0	$ -
Portable radio w/charger i1000	Capital Two-Way Communications	23793	11/1/1999	Each	1	1	$ 199.00	$ 199.00	1	$ 199.00	Broken	0	0	$ -
Portable radio w/charger i390	Capital Two-Way Communications	23793	11/1/1999	Each	1	6	$ 234.00	$ 1,404.00	6	$ 234.00	Broken	0	0	$ -
Nextel i700 (for Todd Avila)	Airwave Communications	0274	1/30/2000	Each	1	1	$ 199.00	$ 199.00	1	$ 199.00	Broken	0	0	$ -
Headset	Airwave Communications	0277	2/4/2000	Each	1	1	$ 29.95	$ 29.95	1	$ 29.95	Broken	0	0	$ -
i1000 Audio Adapter	Airwave Communications	0277	2/4/2000	Each	1	1	$ 24.95	$ 24.95	1	$ 24.95	Broken	0	0	$ -
i700 Audio Adapter	Airwave Communications	0283	2/10/2000	Each	1	1	$ 25.00	$ 25.00	1	$ 25.00	Broken	0	0	$ -
i700 Boom Mike Headset	Airwave Communications	0283	2/10/2000	Each	1	1	$ 35.00	$ 35.00	1	$ 35.00	Broken	0	0	$ -
Cages Inter Metro Large Shelving	Ace Mart Restaurant Supply	620999	4/26/2000	Each	1	8	$ 55.75	$ 446.00	8	$ 55.75	2nd Fl/S. Kitchen	5	0	$ 278.75
Cages Inter Metro Security Large	Ace Mart Restaurant Supply	620999	4/26/2000	Each	1	8	$ 710.00	$ 5,680.00	8	$ 710.00	2nd Fl/S. Kitchen	8	0	$ 5,680.00
i700 Plastic Holster	All Points Communications, Inc	15984	5/10/2000	Each	1	1	$ 13.95	$ 13.95	1	$ 13.95	Broken	0	0	$ -
Samsung 650 cash register	Capital Cah Register Systems, Inc.	none	8/18/2000	Each	1	12	$ 625.00	$ 7,500.00	12	$ 625.00	2nd Floor Broken	2	12	$ 1,250.00
Water Bottles 5gl	REID	108306 RI	8/25/2000	Each	1	24	$ 7.75	$ 186.00	24	$ 7.75		0	0	$ -
Table skirting, twill black 22'x29" shirred	Jack the Ripper	004445-IN	9/15/2000	Each	1	20	$ 88.00	$ 1,760.00	20	$ 88.00	Linen Room	25	21	$ 2,200.00
Chiller	Curran-Taylor, Inc	35744	9/29/2000	Each	1	6	$ 82.00	$ 492.00	6	$ 82.00		0	0	$ -
Beverage dispenser 3gl. Charcol	Curran-Taylor, Inc	35744	9/29/2000	Each	1	2	$ 236.25	$ 472.50	2	$ 236.25		0	0	$ -
Chafer full size NY	Curran-Taylor, Inc	35744	9/29/2000	Each	1	5	$ 714.00	$ 3,570.00	5	$ 714.00		0	0	$ -
dinner Fork Chateau	Curran-Taylor, Inc	35744	9/29/2000	case	36	84	$ 49.00	$ 4,116.00	3024	$ 1.36		0	0	$ -
Dinner Knife Chateau	Curran-Taylor, Inc	35744	9/29/2000	case	36	84	$ 83.65	$ 7,026.60	3024	$ 2.32		0	0	$ -

EXHIBIT K
SMALLWARES INVENTORY

Pitcher insulated 64oz wht	Curran-Taylor, Inc	35744	9/29/2000	Each	1	54	$ 14.70	$ 793.80	54	$ 14.70		0	0	$	-
Pitcher swirl 64oz. Blk	Curran-Taylor, Inc	35744	9/29/2000	Each	1	24	$ 14.70	$ 352.80	24	$ 14.70		0	0	$	-
Pitcher, Laguna clear	Curran-Taylor, Inc	35744	9/29/2000	Each	1	300	$ 3.65	$ 1,095.00	300	$ 3.65		0	0	$	-
Serving spoon 11-8/8"	Curran-Taylor, Inc	35744	9/29/2000	Each	1	48	$ 5.60	$ 268.80	48	$ 5.60		0	0	$	-
Tong/pom 9" cool handle	Curran-Taylor, Inc	35744	9/29/2000	Each	1	150	$ 4.20	$ 630.00	150	$ 4.20		0	0	$	-
Ladles, dressing	Curran-Taylor, Inc	35744	9/29/2000	Each	1	48	$ 2.10	$ 100.80	48	$ 2.10	BR D	123	0	$	258.30
Mirror tray rectangle 16"x32"	Curran-Taylor, Inc	35744	9/29/2000	Each	1	6	$ 147.00	$ 882.00	6	$ 147.00	Broken	0	0	$	-
Steam pan, full size 4" deep	Curran-Taylor, Inc	35744	9/29/2000	Each	1	50	$ 15.25	$ 762.50	50	$ 15.25		0	0	$	-
Steam pan, full size 2-1/2" deep	Curran-Taylor, Inc	35744	9/29/2000	Each	1	50	$ 11.10	$ 555.00	50	$ 11.10		50	0	$	555.00
Mirror tray oval 24"x48"	Curran-Taylor, Inc	35744	9/29/2000	Each	1	6	$ 245.00	$ 1,470.00	6	$ 245.00	3rd Floor	7	7	$	1,715.00
Tray Saratoga 19"x24"	Curran-Taylor, Inc	35744	9/29/2000	Each	1	12	$ 70.00	$ 840.00	12	$ 70.00		12	12	$	840.00
Chafer soup Round	Curran-Taylor, Inc	35744	9/29/2000	Each	1	4	$ 350.00	$ 1,400.00	4	$ 350.00	Soda/BR D	14	14	$	4,900.00
Creamer, glass 2-1/2oz	Curran-Taylor, Inc	35744	9/29/2000	case	24	8	$ 42.00	$ 336.00	192	$ 1.75	BR D	125	157	$	218.75
Stanchions 10"	Ace Mart Restaurant Supply	126413	10/9/2000	Each	1	34	$ 2.75	$ 93.50	34	$ 2.75	BR D	0	0	$	-
Stanchions 8"	Ace Mart Restaurant Supply	126413	10/9/2000	Each	1	12	$ 2.45	$ 29.40	12	$ 2.45	BR D	0	0	$	-
Stanchions 10"	Ace Mart Restaurant Supply	126413	10/9/2000	Each	1	21	$ 2.75	$ 57.75	21	$ 2.75		21	0	$	57.75
Stanchions 8"	Ace Mart Restaurant Supply	126413	10/9/2000	Each	1	34	$ 2.45	$ 83.30	34	$ 2.45		200	208	$	490.00
Salt & Pepper Shaker	Ace Mart Restaurant Supply	126413	10/9/2000	dz	12	17	$ 8.85	$ 150.45	204	$ 0.74	BR D	550	319	$	405.63
Beverage housing, mirror 26"x18"x9"	Curran-Taylor, Inc	35867	10/10/2000	Each	1	20	$ 112.00	$ 2,240.00	20	$ 112.00		0	0	$	-
13" television for GM	Best Buy	cashreceipt	10/25/2000	Each	1	1	$ 149.97	$ 149.97	1	$ 149.97	COA Has	0	0	$	-
Headset	All Points Communications, Inc	300259	10/31/2000	Each	1	10	$ 100.00	$ 1,000.00	10	$ 100.00	Turned into Salvage	0	0	$	-
Motorola Radio	All Points Communications, Inc	300259	10/31/2000	Each	1	10	$ 595.00	$ 5,950.00	10	$ 595.00	Turned into Salvage	3	0	$	1,785.00
Table skirting, twill black 22'x29" shirred	Jack the Ripper	0044678-IN	11/10/2000	Each	1	10	$ 88.00	$ 880.00	10	$ 88.00	Linen Room	20	20	$	1,760.00
Silk Flower Arangement - Lg buffet style	Charlotte's fiest flowers	111400	11/14/2000	Each	1	8	$ 125.00	$ 1,000.00	8	$ 125.00	fell apart	0	0	$	-
Silk Flower Arangement - XL buffet style	Charlotte's fiest flowers	111400	11/14/2000	Each	1	8	$ 140.00	$ 1,120.00	8	$ 140.00	fell apart	0	0	$	-
Silk Flower Arrangement - Med. Buffet style	Charlotte's fiest flowers	111400	11/14/2000	Each	1	4	$ 95.00	$ 380.00	4	$ 95.00	fell apart	0	0	$	-
Popcorn Popper 14oz antique w/wheels	Curran-Taylor, Inc	36672	12/7/2000	Each	1	2	$ 2,058.00	$ 4,116.00	2	$ 2,058.00	disposed/Fine Host	0	0	$	-
Hot dog grill/bun warmer STTA4SSABB	Curran-Taylor, Inc	36672	12/7/2000	Each	1	4	$ 1,176.00	$ 4,704.00	4	$ 1,176.00	Concession Stands	4	4	$	4,704.00
Dispensing Cabinet DISCTCC2BT blk	Curran-Taylor, Inc	36742	12/13/2000	Each	1	6	$ 294.00	$ 1,764.00	6	$ 294.00		0	0	$	-
Concession Budweiser Refrigerator	Brown Distributing Company	27094	12/14/2000	Each	1	1	$ 1,050.00	$ 1,050.00	1	$ 1,050.00	Disposed 2008	0	0	$	-
Skirting twill blk 22'x29"	Jack the Ripper	0045025-IN	12/14/2000	Each	1	12	$ 88.00	$ 1,056.00	12	$ 88.00		0	0	$	-
Two tier buffet table drapes (4sides shirred)	SICO North America, Inc.	1329859	12/15/2000	Each	1	10	$ 187.00	$ 1,870.00	10	$ 187.00		0	0	$	-
Signage Counter topper/menu	Visual Graphic Systems, Inc.	1-16194-IN	12/15/2000	Each	1	10	$ 47.00	$ 470.00	10	$ 47.00		0	0	$	-
Signage welcome	Visual Graphic Systems, Inc.	1-16194-IN	12/15/2000	Each	1	4	$ 695.00	$ 2,780.00	4	$ 695.00		0	0	$	-
Signage Counter topper	Visual Graphic Systems, Inc.	1-16194-IN	12/15/2000	Each	1	10	$ 49.00	$ 490.00	10	$ 49.00		0	0	$	-
Signage free stand menu	Visual Graphic Systems, Inc.	1-16194-IN	12/15/2000	Each	1	10	$ 249.00	$ 2,490.00	10	$ 249.00	2nd floor	0	0	$	-
Signage menu board	Visual Graphic Systems, Inc.	1-16194-IN	12/15/2000	Each	1	4	$ 375.00	$ 1,500.00	4	$ 375.00		0	0	$	-

EXHIBIT K
SMALLWARES INVENTORY

Two tier buffet table	SICO North America, Inc.	1329859	12/15/2000	Each	1	10	$ 654.00	$ 6,540.00	10	$ 654.00	3rd floor	15	17	$ 9,810.00
Headsets AARMN4031	All Points Communications, Inc	17028	12/20/2000	Each	1	5	$ 65.00	$ 325.00	5	$ 65.00	Turned into Salvage	0	0	$ -
13" television for GM	Best Buy	cashreceipt	12/29/2000	Each	1	1	$ 189.92	$ 189.92	1	$ 189.92	COA Has	0	0	$ -
Arch iron framed tiers blk	Curran-Taylor, Inc.	37020	1/10/2001	Each	1	4	$ 32.50	$ 130.00	4	$ 32.50		0	0	$ -
Buffet clam shells 22oz clr	Curran-Taylor, Inc.	37020	1/10/2001	Each	1	4	$ 5.95	$ 23.80	4	$ 5.95		0	0	$ -
buffet clam shells 5qt clr	Curran-Taylor, Inc.	37020	1/10/2001	Each	1	4	$ 17.50	$ 70.00	4	$ 17.50		0	0	$ -
Coffee silver (tent)	Curran-Taylor, Inc.	37020	1/10/2001	Each	1	48	$ 2.45	$ 117.60	48	$ 2.45		0	0	$ -
Decaf silver (tent)	Curran-Taylor, Inc.	37020	1/10/2001	Each	1	48	$ 2.45	$ 117.60	48	$ 2.45		0	0	$ -
Dion uncorking machine - nickel plt	Curran-Taylor, Inc.	37020	1/10/2001	Each	1	1	$ 154.00	$ 154.00	1	$ 154.00		0	0	$ -
Dress up conver 5gl blk	Curran-Taylor, Inc.	37020	1/10/2001	Each	1	6	$ 119.00	$ 714.00	6	$ 119.00		0	0	$ -
Drip tray sq. 6x6	Curran-Taylor, Inc.	37020	1/10/2001	Each	1	40	$ 4.55	$ 182.00	40	$ 4.55		0	0	$ -
Hot water silver (tent)	Curran-Taylor, Inc.	37020	1/10/2001	Each	1	24	$ 2.45	$ 58.80	24	$ 2.45		0	0	$ -
Iced tea silver (tent)	Curran-Taylor, Inc.	37020	1/10/2001	Each	1	48	$ 2.45	$ 117.60	48	$ 2.45		0	0	$ -
Iced water silver (tent)	Curran-Taylor, Inc.	37020	1/10/2001	Each	1	24	$ 5.85	$ 140.40	24	$ 5.85		0	0	$ -
Leaf Bowl .5qt clr	Curran-Taylor, Inc.	37020	1/10/2001	Each	1	8	$ 4.90	$ 39.20	8	$ 4.90		0	0	$ -
Leaf Bowl 1.5qt clr	Curran-Taylor, Inc.	37020	1/10/2001	Each	1	8	$ 8.75	$ 70.00	8	$ 8.75		0	0	$ -
Leaf Bowl 3qt clr	Curran-Taylor, Inc.	37020	1/10/2001	Each	1	24	$ 10.99	$ 263.76	24	$ 10.99		0	0	$ -
Mirror trays, 24"pair Ying Yang	Curran-Taylor, Inc.	37020	1/10/2001	Each	1	10	$ 91.00	$ 910.00	10	$ 91.00	3rd Floor/broke	0	0	$ -
Mirror w/drip tray 20" octagon blk	Curran-Taylor, Inc.	37020	1/10/2001	Each	1	4	$ 126.00	$ 504.00	4	$ 126.00		0	0	$ -
Mirror w/drip tray 24x16" blk	Curran-Taylor, Inc.	37020	1/10/2001	Each	1	4	$ 126.00	$ 504.00	4	$ 126.00		0	0	$ -
Regent baskets 11"SS	Curran-Taylor, Inc.	37020	1/10/2001	Each	1	200	$ 13.30	$ 2,660.00	200	$ 13.30		0	0	$ -
SX pedestal 18"d	Curran-Taylor, Inc.	37020	1/10/2001	Each	1	10	$ 84.00	$ 840.00	10	$ 84.00		0	0	$ -
Ultra barw/cabinet base blk	Curran-Taylor, Inc.	37020	1/10/2001	Each	1	2	$ 931.00	$ 1,862.00	2	$ 931.00		0	0	$ -
Ice Caddies, blk	Curran-Taylor, Inc.	37020	1/10/2001	Each	1	8	$ 392.00	$ 3,136.00	8	$ 392.00	3rd Floor	5	5	$ 1,960.00
Camdolly w/handle grn	Curran-Taylor, Inc.	37020	1/10/2001	Each	1	8	$ 154.00	$ 1,232.00	8	$ 154.00	BR D	8	7	$ 1,232.00
Heat lamp, flexiglow single 24"gold	Curran-Taylor, Inc.	37020	1/10/2001	Each	1	10	$ 147.00	$ 1,470.00	10	$ 147.00	18a	10	10	$ 1,470.00
Beverage Disp. 10gal. Char	Curran-Taylor, Inc.	37020	1/10/2001	Each	1	6	$ 483.00	$ 2,898.00	6	$ 483.00	3rd Floor	20	16	$ 9,660.00
Sugar packet holder	Curran-Taylor, Inc.	37020	1/10/2001	case	12	9	$ 18.40	$ 165.60	108	$ 1.53		28	28	$ 42.93
Camrack (cambro bases)	Curran-Taylor, Inc.	37020	1/10/2001	Each	1	45	$ 24.00	$ 1,080.00	45	$ 24.00	3rd Floor	45	45	$ 1,080.00
Beverage dispenser 5gl. Charcoal	Curran-Taylor, Inc.	37020	1/10/2001	Each	1	6	$ 357.00	$ 2,142.00	6	$ 357.00	3rd Floor	76	78	$ 27,132.00
Glass Goblet Wine Old 10 oz.	Curran-Taylor, Inc.	37020	1/10/2001	case	36	30	$ 72.45	$ 2,173.50	1080	$ 2.01		0	2745	$ -
Flexible brush pot wh	White Swan/Austin	46014	1/15/2001	Each	1	1	$ 7.27	$ 7.27	1	$ 7.27		0	0	$ -
Flexible chef coat	White Swan/Austin	46014	1/15/2001	Each	1	3	$ 30.68	$ 92.04	3	$ 30.68		0	0	$ -
Flexible spatula	White Swan/Austin	46014	1/15/2001	Each	1	6	$ 4.47	$ 26.82	6	$ 4.47		0	0	$ -
Skimmer tool	White Swan/Austin	48377	1/19/2001	Each	1	2	$ 6.41	$ 12.82	2	$ 6.41		0	0	$ -
Table truck for round/oval tables	Curran-Taylor, Inc	37236	1/23/2001	Each	1	3	$ 210.00	$ 630.00	3	$ 210.00		0	0	$ -
Serpentine table plywood top (maymp7230cr4	Curran-Taylor, Inc	37236	1/23/2001	Each	1	20	$ 196.00	$ 3,920.00	20	$ 196.00	3rd Floor	21	20	$ 4,116.00
Food Pan	White Swan/Austin	52879	1/30/2001	Each	1	2	$ 2.24	$ 4.48	2	$ 2.24		0	0	$ -
Sweeper brushless	White Swan/Austin	52879	1/30/2001	Each	1	1	$ 75.79	$ 75.79	1	$ 75.79		0	0	$ -
heat scraper	White Swan/Austin	52879	1/30/2001	Each	1	6	$ 7.43	$ 44.58	6	$ 7.43		0	0	$ -
Multi sharper stone	White Swan/Austin	52878	1/30/2001	Each	1	1	$ 16.35	$ 16.35	1	$ 16.35		0	0	$ -
Accusharp knife sharpener w/logo	Ace Mart Restaurant Supply	128146	1/31/2001	Each	1	1	$ 9.95	$ 9.95	1	$ 9.95		0	0	$ -

EXHIBIT K
SMALLWARES INVENTORY

Pastry bag canvas 21"	Ace Mart Restaurant Supply	128146	1/31/2001	Each	1	2	$ 4.95	$ 9.90	2	$ 4.95		0	0	$ -
Pastry bag plastic 21"	Ace Mart Restaurant Supply	128146	1/31/2001	Each	1	2	$ 4.95	$ 9.90	2	$ 4.95		0	0	$ -
Pastry tip closed star #8	Ace Mart Restaurant Supply	128146	1/31/2001	Each	1	1	$ 1.15	$ 1.15	1	$ 1.15		0	0	$ -
Pastry tip open star 1/4" #2	Ace Mart Restaurant Supply	128146	1/31/2001	Each	1	7	$ 1.15	$ 8.05	7	$ 1.15		0	0	$ -
Steel Sharpening 12" diamond	Ace Mart Restaurant Supply	128146	1/31/2001	Each	1	1	$ 29.95	$ 29.95	1	$ 29.95		0	0	$ -
Smoothie Machines	Island Oasis Frozen Beverage Co.	020101	2/1/2001	Each	1	3	$ 200.00	$ 600.00	3	$ 200.00		0	0	$ -
Sequel skirting 21'lx39"h dhirred	Curran-Taylor, Inc.	37480	2/7/2001	Each	1	15	$ 112.00	$ 1,680.00	15	$ 112.00		0	0	$ -
Samsung 650 cash registers (ss#attached)	Capitol Cash Register Systems	45557	2/21/2001	Each	1	10	$ 650.00	$ 6,500.00	10	$ 650.00	South Kitchen	10	10	$ 6,500.00
Cashier unit w/formica Black Cart	Curran-Taylor, Inc.	37744	2/28/2001	Each	1	4	$ 1,671.00	$ 6,684.00	4	$ 1,671.00	S. Kitchen	3	4	$ 5,013.00
Chateau bouillon spoon	Ace Mart Restaurant Supply	151601	5/16/2001	dz	12	7	$ 15.95	$ 111.65	84	$ 1.33		0	0	$ -
SNPB-clip	Ace Mart Restaurant Supply	348847	5/18/2001	pack	100	1	$ 24.95	$ 24.95	100	$ 0.25		0	0	$ -
Modem for printer	Best Buy	cash receipt	5/21/2001	Each	1	4	$ 29.99	$ 119.96	4	$ 29.99	Broken	0	0	$ -
Printer	Best Buy	cash receipt	5/21/2001	Each	1	3	$ 149.99	$ 449.97	3	$ 149.99	COA Has	0	0	$ -
scoop bar 6oz	Ace Mart Restaurant Supply	cash receipt	6/13/2001	Each	1	8	$ 2.75	$ 22.00	8	$ 2.75		0	0	$ -
skirt clip	Ace Mart Restaurant Supply	cash receipt	6/13/2001	pkg	100	2	$ 42.95	$ 85.90	200	$ 0.43		0	0	$ -
Paring knife	Ace Mart Restaurant Supply	cash receipt	6/13/2001	Each	1	2	$ 8.45	$ 16.90	2	$ 8.45		0	0	$ -
Disher s/s squeez handle	Ace Mart Restaurant Supply	cash receipt	6/13/2001	Each	1	2	$ 7.95	$ 15.90	2	$ 7.95	smoke	1	0	$ 7.95
Concession pvc graphic	Hightech Signs	23710	7/2/2001	Each	1	6	$ 325.00	$ 1,950.00	6	$ 325.00		0	0	$ -
Mobil pan alum	Edward Don & Company	2047403	7/3/2001	Each	1	10	$ 395.00	$ 3,950.00	10	$ 395.00		0	0	$ -
Disp/creamers	ABC Hotel & Rest. Supply	73647	7/6/2001	2DZ	24	7	$ 43.50	$ 304.50	168	$ 1.81		0	0	$ -
Headset	All Points Communication of Austin	301162	7/11/2001	Each	1	2	$ 65.00	$ 130.00	2	$ 65.00		0	0	$ -
Motorola portable radio HT750	All Points Communication of Austin	301162	7/11/2001	Each	1	7	$ 595.00	$ 4,165.00	7	$ 595.00		0	0	$ -
wire ear piece	All Points Communication of Austin	301162	7/11/2001	Each	1	7	$ 100.00	$ 700.00	7	$ 100.00		0	0	$ -
Buffet décor Mardi Gras beads	M & N International	2236458	7/12/2001	Each	1	10	$ 2.73	$ 27.30	10	$ 2.73		0	0	$ -
Buffet décor Mardi Gras fan	M & N International	2236458	7/12/2001	Each	1	8	$ 5.31	$ 42.48	8	$ 5.31		0	0	$ -
Concession Signage lexan	Hightech Signs	23754	7/16/2001	Each	1	1	$ 45.00	$ 45.00	1	$ 45.00		0	0	$ -
Radio belt clip	All Points Communication of Austin	17822	7/24/2001	Each	1	2	$ 6.00	$ 12.00	2	$ 6.00		0	0	$ -
Radio headset	All Points Communication of Austin	17822	7/24/2001	Each	1	1	$ 57.00	$ 57.00	1	$ 57.00		0	0	$ -
Concession Signage lexan	Hightech Signs	23751	7/27/2001	Each	1	9	$ 45.00	$ 405.00	9	$ 45.00		0	0	$ -
Concession Signage	Hightech Signs	23751	7/27/2001	Each	1	4	$ 325.00	$ 1,300.00	4	$ 325.00	2nd Floor	4	4	$ 1,300.00
Cambro cover	Edward Don & Company	2136589	8/10/2001	Each	1	15	$ 24.50	$ 367.50	15	$ 24.50		0	0	$ -
Concession portable lexan	Hightech Signs	23891	8/13/2001	Each	1	4	$ 180.00	$ 720.00	4	$ 180.00		0	0	$ -
Concession portable signs blk	Hightech Signs	23891	8/13/2001	Each	1	4	$ 325.00	$ 1,300.00	4	$ 325.00		0	0	$ -
117 red roll 15yd	Ace Mart Restaurant Supply	cash receipt	8/16/2001	Each	1	1	$ 94.95	$ 94.95	1	$ 94.95		0	0	$ -
Broiler brush lg	Ace Mart Restaurant Supply	20020959	8/17/2001	Each	1	1	$ 29.45	$ 29.45	1	$ 29.45		0	0	$ -
Lable dispenser (day dots	Ace Mart Restaurant Supply	20020959	8/17/2001	Each	1	1	$ 35.95	$ 35.95	1	$ 35.95	Used	0	0	$ -
Wok cantonese 28"	Ace Mart Restaurant Supply	20019628	8/22/2001	Each	1	1	$ 40.95	$ 40.95	1	$ 40.95		1	1	$ 40.95
Wok cantonese 28"	Ace Mart Restaurant Supply	20019629	8/22/2001	Each	1	1	$ 40.95	$ 40.95	1	$ 40.95		1	1	$ 40.95
Laminator	Hurricane Ofc. Supply	29292	8/29/2001	Each	1	1	$ 155.37	$ 155.37	1	$ 155.37	2nd Floor Broken	1	1	$ 155.37
Employee suggestion box	Hurricane Ofc. Supply	29545	9/5/2001	Each	1	2	$ 81.22	$ 162.44	2	$ 81.22	Broken	0	0	$ -
Cannon Fax 9000-L (Sales Staff)	IKON	2252140A	9/13/2001	Each	1	1	$ 2,795.00	$ 2,795.00	1	$ 2,795.00	Sales Ofc/turned into COA	0	0	$ -

EXHIBIT K
SMALLWARES INVENTORY

Shelf for Security Truck (cash register cage)	Ace Mart	20021950	9/13/2001	Each	1	2	$ 61.95	$ 123.90	2	$ 61.95	Broken	0	0	$ -
Credit Card TP7 Terminal	American Express	215829	9/14/2001	Each	1	5	$ 600.00	$ 3,000.00	5	$ 600.00	Traded In	0	0	$ -
napkin Dispenser roll top	Edward Don & Company	2227252	9/19/2001	case	1	1	$ 41.50	$ 41.50	1	$ 41.50		0	0	$ -
Cummins Allison Jetscan 4063 Currency Scar	Cummins Allison	261683	9/19/2001	Each	1	1	$ 2,195.00	$ 2,195.00	1	$ 2,195.00	Money Rm	1	1	$ 2,195.00
Fax Machine Sharp UX-510A (Accounting O	Sam's Club	Cash Receipt	9/25/2001	Each	1	1	$ 99.98	$ 99.98	1	$ 99.98	2nd Floor Broken	0	0	$ -
Office Furniture 3dr file	Hurricane Office Supply	39984	9/26/2001	Each	1	5	$ 556.00	$ 2,780.00	5	$ 556.00	COA Has	0	0	$ -
Office Furniture 4dr file	Hurricane Office Supply	39984	9/26/2001	Each	1	2	$ 810.00	$ 1,620.00	2	$ 810.00	COA Has	0	0	$ -
Office Furniture Chair	Hurricane Office Supply	39984	9/26/2001	Each	1	1	$ 190.00	$ 190.00	1	$ 190.00	COA Has	0	0	$ -
Office Furniture Chair Burgandy	Hurricane Office Supply	39984	9/26/2001	Each	1	18	$ 153.00	$ 2,754.00	18	$ 153.00	COA Has	0	0	$ -
Office Furniture Chair Grey	Hurricane Office Supply	39984	9/26/2001	Each	1	2	$ 253.00	$ 506.00	2	$ 253.00	COA Has	0	0	$ -
Office Furniture Chair Grey	Hurricane Office Supply	39984	9/26/2001	Each	1	2	$ 285.00	$ 570.00	2	$ 285.00	COA Has	0	0	$ -
Office Furniture credenza	Hurricane Office Supply	39984	9/26/2001	Each	1	1	$ 437.00	$ 437.00	1	$ 437.00	COA Has	0	0	$ -
Office Furniture credenza	Hurricane Office Supply	39984	9/26/2001	Each	1	1	$ 437.00	$ 437.00	1	$ 437.00	COA Has	0	0	$ -
Office Furniture cross base	Hurricane Office Supply	39984	9/26/2001	Each	1	1	$ 107.00	$ 107.00	1	$ 107.00	COA Has	0	0	$ -
Office Furniture desk	Hurricane Office Supply	39984	9/26/2001	Each	1	1	$ 428.00	$ 428.00	1	$ 428.00	COA Has	0	0	$ -
Office Furniture door kit	Hurricane Office Supply	39984	9/26/2001	Each	1	1	$ 110.00	$ 110.00	1	$ 110.00	COA Has	0	0	$ -
Office Furniture glass table top	Hurricane Office Supply	39984	9/26/2001	Each	1	1	$ 670.00	$ 670.00	1	$ 670.00	COA Has	0	0	$ -
Office Furniture glbflam4072	Hurricane Office Supply	39984	9/26/2001	Each	1	1	$ 712.00	$ 712.00	1	$ 712.00	COA Has	0	0	$ -
Office Furniture high endcaps	Hurricane Office Supply	39984	9/26/2001	Each	1	2	$ 170.00	$ 340.00	2	$ 170.00	COA Has	0	0	$ -
Office Furniture hutch	Hurricane Office Supply	39984	9/26/2001	Each	1	1	$ 275.00	$ 275.00	1	$ 275.00	COA Has	0	0	$ -
Office Furniture island	Hurricane Office Supply	39984	9/26/2001	Each	1	1	$ 217.00	$ 217.00	1	$ 217.00	COA Has	0	0	$ -
Office Furniture keyboard corner	Hurricane Office Supply	39984	9/26/2001	Each	1	1	$ 264.00	$ 264.00	1	$ 264.00	COA Has	0	0	$ -
Office Furniture keyboard tray	Hurricane Office Supply	39984	9/26/2001	Each	1	1	$ 86.00	$ 86.00	1	$ 86.00	COA Has	0	0	$ -
Office Furniture L return	Hurricane Office Supply	39984	9/26/2001	Each	1	1	$ 305.00	$ 305.00	1	$ 305.00	COA Has	0	0	$ -
Office Furniture lighting	Hurricane Office Supply	39984	9/26/2001	Each	1	1	$ 105.00	$ 105.00	1	$ 105.00	COA Has	0	0	$ -
Office Furniture r ped desk	Hurricane Office Supply	39984	9/26/2001	Each	1	1	$ 418.00	$ 418.00	1	$ 418.00	COA Has	0	0	$ -
Office Furniture return	Hurricane Office Supply	39984	9/26/2001	Each	1	1	$ 289.00	$ 289.00	1	$ 289.00	COA Has	0	0	$ -
Office Furniture sm bookshelf	Hurricane Office Supply	39984	9/26/2001	Each	1	1	$ 232.00	$ 232.00	1	$ 232.00	COA Has	0	0	$ -
Office Furniture storage cabinet	Hurricane Office Supply	39984	9/26/2001	Each	1	3	$ 569.00	$ 1,707.00	3	$ 569.00	COA Has	0	0	$ -
Office Furniture storage file	Hurricane Office Supply	39984	9/26/2001	Each	1	1	$ 596.00	$ 596.00	1	$ 596.00	COA Has	0	0	$ -
Office Furniture table base	Hurricane Office Supply	39984	9/26/2001	Each	1	1	$ 116.00	$ 116.00	1	$ 116.00	COA Has	0	0	$ -
Office Furniture table base	Hurricane Office Supply	39984	9/26/2001	Each	1	1	$ 324.00	$ 324.00	1	$ 324.00	COA Has	0	0	$ -
Office Furniture 6x4 wall board	Hurricane Office Supply	31869	9/28/2001	Each	1	1	$ 525.00	$ 525.00	1	$ 525.00	COA Has	0	0	$ -
Office Organizer	Hurricane Office Supply	31869	9/28/2001	Each	1	1	$ 270.00	$ 270.00	1	$ 270.00	COA Has	0	0	$ -
Office Shredder	Hurricane Office Supply	31869	9/28/2001	Each	1	1	$ 79.20	$ 79.20	1	$ 79.20	Angela's Ofc	1	1	$ 79.20
Office Refrigerator	Hurricane Office Supply	31112	10/1/2001	Each	1	1	$ 246.58	$ 246.58	1	$ 246.58	COA Has	0	0	$ -
Food Bar Red Table Top w/Sneeze	Ace Mart	20023960	10/2/2001	Each	1	3	$ 395.00	$ 1,185.00	3	$ 395.00		0	0	$ -
Camliter Beverage Decanter 1L	Edward Don	2259797	10/3/2001	Dozen	12	4	$ 78.50	$ 314.00	48	$ 6.54		0	0	$ -
Napkin Dispenser Counter Top Roll	Edward Don	2259796	10/3/2001	Each	1	8	$ 41.50	$ 332.00	8	$ 41.50		0	1	$ -
Office Furniture chair lzb92084	Hurricane Office Supply	31646	10/8/2001	Each	1	1	$ 254.00	$ 254.00	1	$ 254.00	COA Has	0	0	$ -
Office Furniture chair LZB9208R	Hurricane Office Supply	31646	10/8/2001	Each	1	1	$ 258.00	$ 258.00	1	$ 258.00	COA Has	0	0	$ -
Office Furniture corner table	Hurricane Office Supply	31646	10/8/2001	Each	1	1	$ 199.00	$ 199.00	1	$ 199.00	COA Has	0	0	$ -
Office Furniture lzb920bl	Hurricane Office Supply	31646	10/8/2001	Each	1	1	$ 258.00	$ 258.00	1	$ 258.00	COA Has	0	0	$ -

EXHIBIT K
SMALLWARES INVENTORY

Beer Jockey Boxes	Micromatic	CC Receipt	10/8/2001	Each	1	10	$ 447.80	$ 4,478.00	10	$ 447.80	3rd Floor	10	10	$	4,478.00
Dual Alpha Line Label Gun	Edward Don & Company	2332012	11/2/2001	Each	1	2	$ 99.95	$ 199.90	2	$ 99.95	Used	0	0	$	-
Glass creamer panel 5oz	Edward Don & Company	2334300	11/5/2001	case	36	3	$ 26.25	$ 78.75	108	$ 0.73		0	0	$	-
Pitcher plastic 60oz clear	Edward Don & Company	2334300	11/5/2001	case	6	25	$ 22.50	$ 562.50	150	$ 3.75		0	0	$	-
Shaker - Eiffel Tower	Edward Don & Company	2334300	11/5/2001	case	24	40	$ 8.59	$ 343.60	960	$ 0.36		0	0	$	-
Coffee Server 42oz blk	Edward Don & Company	2334300	11/5/2001	case	12	66	$ 12.50	$ 825.00	792	$ 1.04		525	129	$	546.88
Coffee Server, 42 oz, Black	Edward Don & Co	2336792	11/6/2001	Each	1	74	$ 12.50	$ 925.00	74	$ 12.50		0	847	$	-
Creamer, Glass, 5 oz	Edward Don & Co	2336792	11/6/2001	Dozen	12	3	$ 26.25	$ 78.75	36	$ 2.19	BR D	132	1060	$	288.75
Stands Number 12ht	Edward Don & Company	2342594	11/7/2001	case	12	110	$ 6.99	$ 768.90	1320	$ 0.58		0	0	$	-
Coffee Server 42oz blk	Edward Don & Company	2345396	11/8/2001	case	12	6	$ 26.25	$ 157.50	72	$ 2.19		0	0	$	-
Glass creamer panel 5oz	Edward Don & Company	2345396	11/8/2001	case	36	10	$ 12.50	$ 125.00	360	$ 0.35	BR D	0	0	$	-
Glass creamer panel 5oz	Edward Don & Company	2345396	11/8/2001	case	36	6	$ 26.25	$ 157.50	216	$ 0.73		264	107	$	192.50
Nextel i1000 plus	All Points Communications, Inc.	301278	11/9/2001	Each	1	2	$ 119.99	$ 239.98	2	$ 119.99	Broken	0	0	$	-
Nextel i1000 plus case	All Points Communications, Inc.	301278	11/9/2001	Each	1	2	$ 9.99	$ 19.98	2	$ 9.99	Broken	0	0	$	-
Scoop alum. 5oz	Ace Mart	20034330	11/14/2001	Each	1	8	$ 1.95	$ 15.60	8	$ 1.95		0	0	$	-
Scoop Aluminum 5oz.	Ace Mart	20029106	11/14/2001	Each	1	8	$ 1.95	$ 15.60	8	$ 1.95		0	0	$	-
Steam Pan fullx2-1/2	Edward Don & Company	2360522	11/14/2001	case	12	96	$ 12.99	$ 1,247.04	1152	$ 1.08	dish	96	96	$	103.92
Skirt Clip Velcro	Ace Mart	20029106	11/14/2001	Package	100	6	$ 42.95	$ 257.70	600	$ 0.43	Soda Room	430	300	$	184.69
Restructuring of Bck Acct office, for 3 people	Walltech	7518	11/16/2001	Each	1	1	$ 1,876.00	$ 1,876.00	1	$ 1,876.00	COA Has	0	0	$	-
12" x 18" Bronze Acrylic w/Gold Text Sales (	High Tech Signs	24369	11/27/2001	Each	1	1	$ 40.00	$ 40.00	1	$ 40.00	Broken	1	0	$	40.00
12" x 18" Bronze Acrylic w/Gold Text Admin	High Tech Signs	24369	11/27/2001	Each	1	1	$ 40.00	$ 40.00	1	$ 40.00	Money Rm	1	1	$	40.00
Fine Host Wrist Bands	Centennial	7047	12/3/2001	box	1000	20	$ 40.00	$ 800.00	20000	$ 0.04	Used	0	0	$	-
Restructuring of Operations Office, for 2 peop	Walltech	7568	12/17/2001	Each	1	1	$ 1,030.00	$ 1,030.00	1	$ 1,030.00	COA Has	0	0	$	-
Popcorn Machine, Whiz Bang 120 volts	Gold Metal Products	696203	1/16/2002	Each	1	2	$ 864.50	$ 1,729.00	2	$ 864.50		0	0	$	-
10 Gallon Cambro Cover, Blk w/logo	Coverco Inc	2457	1/18/2002	Each	1	10	$ 64.00	$ 640.00	10	$ 64.00		0	0	$	-
5 Gallon Cambro Cover, blk w/logo	Coverco Inc	2457	1/18/2002	Each	1	10	$ 64.00	$ 640.00	10	$ 64.00	disposed/Fine Host	0	0	$	-
Bar Face Cover, Blk w/logo	Coverco Inc	2457	1/18/2002	Each	1	5	$ 101.00	$ 505.00	5	$ 101.00		0	0	$	-
Cover for Dbl Tap/Head Jockey Bx, Blk w/log	Coverco Inc	2457	1/18/2002	Each	1	10	$ 68.00	$ 680.00	10	$ 68.00	Liquor Room	0	0	$	-
Square Tray Stand Cover, Blk w/logo	Coverco Inc	2457	1/18/2002	Each	1	20	$ 76.00	$ 1,520.00	20	$ 76.00		0	0	$	-
Whiskey Shot Glass	Edward Don & Company	2001000437	1/20/2002	Each	1	1	$ 7.10	$ 7.10	1	$ 7.10		0	0	$	-
Chafer Box	Edward Don & Company	2001000437	1/20/2002	Each	1	16	$ 100.00	$ 1,600.00	16	$ 100.00		0	0	$	-
Chafer New York 8 qt	Edward Don & Company	2001000437	1/20/2002	Each	1	16	$ 645.00	$ 10,320.00	16	$ 645.00		0	0	$	-
Insulated Beverage Carrier	Edward Don & Company	2001000437	1/20/2002	Each	1	8	$ 125.00	$ 1,000.00	8	$ 125.00		0	0	$	-
Pie Server (Vollrath)	Edward Don & Company	2001000437	1/20/2002	Each	1	12	$ 4.75	$ 57.00	12	$ 4.75		0	0	$	-
Standard Drip Tray 6x6"	Edward Don & Company	2001000437	1/20/2002	Each	1	6	$ 3.85	$ 23.10	6	$ 3.85		0	0	$	-
Cater Serving Ladle 2oz (Vollrath)	Edward Don & Company	2001000437	1/20/2002	Each	1	36	$ 3.10	$ 111.60	36	$ 3.10	N.Kitchen	100	0	$	310.00
Salad Tongs	Edward Don & Company	2001000437	1/20/2002	Each	1	36	$ 9.50	$ 342.00	36	$ 9.50	N.Kitchen	128	0	$	1,216.00
Crock (Cambro)	Edward Don & Company	2001000437	1/20/2002	Each	1	24	$ 3.30	$ 79.20	24	$ 3.30		0	0	$	-
Dispenser Country Top (Wiscon)	Edward Don & Company	2001000437	1/20/2002	Each	1	4	$ 21.25	$ 85.00	4	$ 21.25		0	0	$	-
Ice Pan Housing (Gourmet)	Edward Don & Company	2001000437	1/20/2002	Each	1	6	$ 98.50	$ 591.00	6	$ 98.50		0	0	$	-
Ladle 10-9/16" 1.0oz	Edward Don & Company	2001000437	1/20/2002	Each	1	40	$ 1.15	$ 46.00	40	$ 1.15		0	0	$	-
Liner (Gourmet)	Edward Don & Company	2001000437	1/20/2002	Each	1	6	$ 38.00	$ 228.00	6	$ 38.00		0	0	$	-

EXHIBIT K
SMALLWARES INVENTORY

Spatula Scraper Plate	Edward Don & Company	2001000437	1/20/2002	Each	1	12	$ 0.85	$ 10.20	12	$ 0.85	smoke	3	0	$ 2.55
Ladle 2 Oz 1pc (Vollrath)	Edward Don & Company	2001000437	1/20/2002	Each	1	12	$ 3.75	$ 45.00	12	$ 3.75	smoke	45	0	$ 168.75
Utility tongs 12"	Edward Don & Company	2001000437	1/20/2002	Each	1	12	$ 3.55	$ 42.60	12	$ 3.55	smoke	200	0	$ 710.00
Dolly truck unit (Eagle)	Edward Don & Company	2001000437	1/20/2002	Each	1	1	$ 414.00	$ 414.00	1	$ 414.00		0	0	$ -
Dolly truck unit (Metro)	Edward Don & Company	2001000437	1/20/2002	Each	1	1	$ 630.00	$ 630.00	1	$ 630.00		0	0	$ -
Food warmer/Display	Edward Don & Company	2001000437	1/20/2002	Each	1	3	$ 1,050.00	$ 3,150.00	3	$ 1,050.00		0	0	$ -
Step In (Perlick)	Edward Don & Company	2001000437	1/20/2002	Each	1	1	$ 4,095.00	$ 4,095.00	1	$ 4,095.00	Built-in 1	1	1	$ 4,095.00
Beverage Table	Edward Don & Company	2001000437	1/20/2002	Each	1	1	$ 1,575.00	$ 1,575.00	1	$ 1,575.00		1	1	$ 1,575.00
Disposer	Edward Don & Company	2001000437	1/20/2002	Each	1	1	$ 1,189.08	$ 1,189.08	1	$ 1,189.08	Built-in 4	1	1	$ 1,189.08
Faucet (T&S)	Edward Don & Company	2001000437	1/20/2002	Each	1	2	$ 105.00	$ 210.00	2	$ 105.00	Built-in 5	1	1	$ 105.00
Pre-rinse faucet	Edward Don & Company	2001000437	1/20/2002	Each	1	1	$ 375.00	$ 375.00	1	$ 375.00	Built-in 4	1	1	$ 375.00
Reach-in Refrigerator	Edward Don & Company	2001000437	1/20/2002	Each	1	1	$ 4,925.00	$ 4,925.00	1	$ 4,925.00	Built-in 4	1	1	$ 4,925.00
Reach-in Refrigerator	Edward Don & Company	2001000437	1/20/2002	Each	1	1	$ 7,190.00	$ 7,190.00	1	$ 7,190.00	South Kitchen	1	1	$ 7,190.00
Reach-in Refrigerator	Edward Don & Company	2001000437	1/20/2002	Each	1	1	$ 4,925.00	$ 4,925.00	1	$ 4,925.00	Built-in 5	1	1	$ 4,925.00
Three Compartment Sink	Edward Don & Company	2001000437	1/20/2002	Each	1	1	$ 816.00	$ 816.00	1	$ 816.00	Built-in 4	1	1	$ 816.00
Work Table, Cabinet Base	Edward Don & Company	2001000437	1/20/2002	Each	1	3	$ 1,665.00	$ 4,995.00	3	$ 1,665.00	N. Kitchen	1	1	$ 1,665.00
Popcorn Popper counter top	Edward Don & Company	2001000437	1/20/2002	Each	1	1	$ 632.00	$ 632.00	1	$ 632.00	N. Kitchen	2	2	$ 1,264.00
Hand Sink	Edward Don & Company	2001000437	1/20/2002	Each	1	3	$ 282.00	$ 846.00	3	$ 282.00	3rd Floor	1	2	$ 282.00
Hot Dog Grill, Roller	Edward Don & Company	2001000437	1/20/2002	Each	1	2	$ 1,145.00	$ 2,290.00	2	$ 1,145.00	Concession Stands	1	2	$ 1,145.00
Cabinet, Wall mounted	Edward Don & Company	2001000437	1/20/2002	Each	1	2	$ 1,518.00	$ 3,036.00	2	$ 1,518.00	South Concession Stand	2	2	$ 3,036.00
Hot Dog Grill, Roller	Edward Don & Company	2001000437	1/20/2002	Each	1	1	$ 1,358.00	$ 1,358.00	1	$ 1,358.00	PEC	2	2	$ 2,716.00
Work Table (Eagle)	Edward Don & Company	2001000437	1/20/2002	Each	1	2	$ 345.00	$ 690.00	2	$ 345.00	South Concession Stand	2	2	$ 690.00
Work Table, Cabinet Base	Edward Don & Company	2001000437	1/20/2002	Each	1	1	$ 1,846.00	$ 1,846.00	1	$ 1,846.00	Soda Room	2	2	$ 3,692.00
Ice Maker Cube Style	Edward Don & Company	2001000437	1/20/2002	Each	1	3	$ 3,959.00	$ 11,877.00	3	$ 3,959.00	Scattered	3	3	$ 11,877.00
Work Table, Cabinet Base	Edward Don & Company	2001000437	1/20/2002	Each	1	2	$ 948.00	$ 1,896.00	2	$ 948.00	South Concession Stand	3	3	$ 2,844.00
Work Table (Advance)	Edward Don & Company	2001000437	1/20/2002	Each	1	1	$ 492.00	$ 492.00	1	$ 492.00	Scattered	4	4	$ 1,968.00
Mobile Ice Bin	Edward Don & Company	2001000437	1/20/2002	Each	1	6	$ 400.00	$ 2,400.00	6	$ 400.00	3rd Floor	6	6	$ 2,400.00
Serving Spoon Solid	Edward Don & Company	2001000437	1/20/2002	Each	1	36	$ 3.95	$ 142.20	36	$ 3.95	smoke	121	16	$ 477.95
Coffee Chafer/Urn (BonChef)	Edward Don & Company	2001000437	1/20/2002	Each	1	12	$ 910.00	$ 10,920.00	12	$ 910.00	S. Kitchen	39	40	$ 35,490.00
Serving Spoon Slotted	Edward Don & Company	2001000437	1/20/2002	Each	1	36	$ 4.00	$ 144.00	36	$ 4.00	smoke	78	135	$ 312.00
Utility tongs 9.5"	Edward Don & Company	2001000437	1/20/2002	Each	1	12	$ 3.20	$ 38.40	12	$ 3.20	N.Kitchen	148	148	$ 473.60
Keg Rack (holds 4) 16x75 black beauty	Polar Beer Systems	7373	1/21/2002	Each	1	1	$ 300.00	$ 300.00	1	$ 300.00	kitchen	2	2	$ 600.00
5 gal punch fountain	Edward Don & Co	2522951	1/25/2002	Each	1	1	$ 568.00	$ 568.00	1	$ 568.00		0	0	$ -
7 gal jupiter punch fountain	Edward Don & Co	2522951	1/25/2002	Each	1	1	$ 640.00	$ 640.00	1	$ 640.00		0	0	$ -

EXHIBIT K
SMALLWARES INVENTORY

Skirt Storage Caddy -mobile	Edward Don & Co	2531023	1/30/2002	each	1	3	$ 195.00	$ 585.00	3	$ 195.00	Linen Room	3	3	$	585.00
i390 nextel audio connector	All Points Comms	18405	2/1/2002	Each	1	4	$ 25.00	$ 100.00	4	$ 25.00	Used	0	0	$	-
i390 nextel charger	All Points Comms	18405	2/1/2002	Each	1	1	$ 49.50	$ 49.50	1	$ 49.50	Used	0	0	$	-
i390 nextel earpiece w/ mic	All Points Comms	18405	2/1/2002	Each	1	3	$ 27.00	$ 81.00	3	$ 27.00		0	0	$	-
i390 nextel plastic carry holder	All Points Comms	18405	2/1/2002	Each	1	6	$ 10.80	$ 64.80	6	$ 10.80	Used	0	0	$	-
I700 nextel plastic caryy holder	All Points Comms	18705	2/1/2002	Each	1	1	$ 8.99	$ 8.99	1	$ 8.99	Used	0	0	$	-
10 gal Beverage Container	Edward Don & Co	2538896	2/1/2002	Each	1	10	$ 155.00	$ 1,550.00	10	$ 155.00		0	10	$	-
24"x36" Sheet Metal Plates for Quesadilla Gri	Custom Sheet Metal	20160	2/13/2002	Each	1	2	$ 49.13	$ 98.26	2	$ 49.13		4	4	$	196.52
"Shoe Shine" Sign 21"x96"	Hightech Signs	24675	2/18/2002	Each	1	1	$ 325.00	$ 325.00	1	$ 325.00	COA Has	0	0	$	-
skirt clips, 1" velcro	Edward Don & Co	2574363	2/18/2002	package	100	4	$ 47.52	$ 190.08	400	$ 0.48		0	400	$	-
SneezeGaurd, Blk, 4ft, folding	Edward Don & Co	2624537	3/8/2002	Each	1	8	$ 320.00	$ 2,560.00	8	$ 320.00		0	0	$	-
SneezeGaurd, Blk, 6ft, folding	Edward Don & Co	2624537	3/8/2002	Each	1	2	$ 355.00	$ 710.00	2	$ 355.00		0	0	$	-
Fine Host Mugs	Hurrican Office Sup	42569	3/29/2002	Each	1	504	$ 2.85	$ 1,436.40	504	$ 2.85	Used	0	0	$	-
audio adapter for i1000 nextel	All Points Comms	18651	5/2/2002	Each	1	2	$ 27.00	$ 54.00	2	$ 27.00		0	0	$	-
carrying case for i1000 nextel	All Points Comms	18651	5/2/2002	Each	1	2	$ 10.00	$ 20.00	2	$ 10.00		0	0	$	-
earbud for i1000 nextel	All Points Comms	18651	5/2/2002	Each	1	2	$ 30.00	$ 60.00	2	$ 30.00		0	0	$	-
i1000 Plus nextel phones	All Points Comms	18651	5/2/2002	Each	1	2	$ 119.99	$ 239.98	2	$ 119.99	Nextel Cabinet	0	0	$	-
vechicular charger for i1000 nextel	All Points Comms	18651	5/2/2002	Each	1	2	$ 40.00	$ 80.00	2	$ 40.00	Broken	0	0	$	-
128 MB compact flash for Canon camera	Precision Camera & Video	943545	5/15/2002	Each	1	1	$ 65.00	$ 65.00	1	$ 65.00		0	0	$	-
Battery for Cannon PowerShot camera	Precision Camera & Video	943545	5/15/2002	Each	1	1	$ 65.00	$ 65.00	1	$ 65.00		0	0	$	-
Cannon PowerShot Camera SN192400542	Precision Camera & Video	943545	5/15/2002	Each	1	1	$ 999.95	$ 999.95	1	$ 999.95		0	0	$	-
Binder View D-Ring 2" Black (NK new Chef	Hurricane Office Supply	48744	6/7/2002	Each	1	6	$ 4.40	$ 26.40	6	$ 4.40	Broken	0	0	$	-
Binder View D-Ring 4" Black (NK new Chef	Hurricane Office Supply	48744	6/7/2002	Each	1	6	$ 7.43	$ 44.58	6	$ 7.43	Broken	0	0	$	-
Chairmat HardFloor 46x60 (NK New Chef Of	Hurricane Office Supply	48744	6/7/2002	Each	1	2	$ 49.20	$ 98.40	2	$ 49.20	Used	0	0	$	-
Ink Cartridge BC-20 black Cannon (NK New	Hurricane Office Supply	48744	6/7/2002	Each	1	1	$ 35.61	$ 35.61	1	$ 35.61	Used	0	0	$	-
Ink Cartridge BC-20 Color Cannon (NK New	Hurricane Office Supply	48744	6/7/2002	Each	1	1	$ 50.79	$ 50.79	1	$ 50.79	Used	0	0	$	-
Poster 5in1 Federal Labor	Hurricane Office Supply	48744	6/7/2002	Each	1	1	$ 16.40	$ 16.40	1	$ 16.40	Used	0	0	$	-
Tape Seal 2"x110yds (NK New Chef Ofc)	Hurricane Office Supply	48744	6/7/2002	Each	1	10	$ 1.62	$ 16.20	10	$ 1.62	Used	0	0	$	-
Rack Card 25 pocket Plastic (NK New Chef C	Hurricane Office Supply	48744	6/7/2002	Each	1	2	$ 23.98	$ 47.96	2	$ 23.98	Acct Ofc	0	0	$	-
Timeclock Electric Acroprint (NK New Chef	Hurricane Office Supply	48744	6/7/2002	Each	1	1	$ 375.00	$ 375.00	1	$ 375.00	2nd Floor Broken	1	1	$	375.00
Desk 36x24 (NK New chef office)	Hurricane Office Supply	48744	6/7/2002	Each	1	2	$ 223.54	$ 447.08	2	$ 223.54	Chef Ofc	2	2	$	447.08
Desk 60x24 (NK Chef Ofc)	Hurricane Office Supply	48744	6/7/2002	Each	1	2	$ 251.07	$ 502.14	2	$ 251.07	Chef Ofc	2	2	$	502.14
Dry-Erase & Cork Board Framed 36" (NK ne	Hurricane Office Supply	48744	6/7/2002	Each	1	2	$ 87.61	$ 175.22	2	$ 87.61	Chef Ofc	2	2	$	175.22
Dry-Wipe & Cork Board Framed 24" (NK ne	Hurricane Office Supply	48744	6/7/2002	Each	1	2	$ 53.92	$ 107.84	2	$ 53.92	Chef Ofc	2	2	$	107.84
Eraser Mark Away (NK new Chef Ofc)	Hurricane Office Supply	48744	6/7/2002	Each	1	2	$ 7.75	$ 15.50	2	$ 7.75	Chef Ofc	2	2	$	15.50
Hi-Back Chair Pneu (NK New Chef ofc)	Hurricane Office Supply	48744	6/7/2002	Each	1	2	$ 397.33	$ 794.66	2	$ 397.33	Chef Ofc	2	2	$	794.66
Mobile File Cabinet Pedestal (NK New chef o	Hurricane Office Supply	48744	6/7/2002	Each	1	2	$ 265.16	$ 530.32	2	$ 265.16	Chef Ofc	2	2	$	530.32
Mobile File Cabinet Pedestal (NK New chef o	Hurricane Office Supply	48744	6/7/2002	Each	1	2	$ 248.38	$ 496.76	2	$ 248.38	Chef Ofc	2	2	$	496.76
Shelving BPI Grey (NK New Chef Ofc)	Hurricane Office Supply	48744	6/7/2002	Each	1	2	$ 225.00	$ 450.00	2	$ 225.00	Chef Ofc	2	2	$	450.00
Workstation Corner 48x27 (NK new chef offi	Hurricane Office Supply	48744	6/7/2002	Each	1	2	$ 387.34	$ 774.68	2	$ 387.34	Chef Ofc	2	2	$	774.68
Clipboard 9x12 (NK new Chef Ofc	Hurricane Office Supply	48744	6/7/2002	Each	1	6	$ 5.01	$ 30.06	6	$ 5.01	Chef Ofc	6	6	$	30.06
High Volume Wine Opener (Matfer)	Edward Don & Company	2859577	6/26/2002	Each	1	1	$ 133.00	$ 133.00	1	$ 133.00		0	0	$	-
Super Opener (Spilstop)	Edward Don & Company	2859578	6/26/2002	Each	1	24	$ 1.25	$ 30.00	24	$ 1.25		0	0	$	-

EXHIBIT K
SMALLWARES INVENTORY

Corkscrew (Vollrath)	Edward Don & Company	2859576	6/26/2002	Each	1	36	$ 4.50	$ 162.00	36	$ 4.50	Levi's Office	10	0	$	45.00
Pourer Slow Liqor (Spilstop)	Edward Don & Company	2859575	6/26/2002	Pkg	12	21	$ 7.80	$ 163.80	252	$ 0.65		200	0	$	130.00
30"x96" Box Pleat Tables	Edward Don & Company	2859543	6/26/2002	Each	1	60	$ 122.00	$ 7,320.00	60	$ 122.00		0	0	$	-
Beverage Carrier Insulated 1000L	Edward Don & Company	2859531	6/26/2002	Each	1	10	$ 139.00	$ 1,390.00	10	$ 139.00		0	0	$	-
Beverage Carrier Insulated 500L	Edward Don & Company	2859530	6/26/2002	Each	1	40	$ 85.00	$ 3,400.00	40	$ 85.00		0	0	$	-
Beverage Server, Plastic (Vollrath)	Edward Don & Company	2859515	6/26/2002	Each	1	200	$ 12.75	$ 2,550.00	200	$ 12.75		0	0	$	-
Chafer New York 6Qt	Edward Don & Company	2859537	6/26/2002	Case	1	15	$ 420.00	$ 6,300.00	15	$ 420.00		0	0	$	-
Clip Skirt 3/4" BV Clip Vel	Edward Don & Company	2859544	6/26/2002	Pkg	100	25	$ 35.00	$ 875.00	2500	$ 0.35		0	0	$	-
Fork Dinner Chateau (Oneida)	Edward Don & Company	2859518	6/26/2002	Dz	12	420	$ 12.96	$ 5,443.20	5040	$ 1.08		0	0	$	-
Glass Wine Polysty 5oz. 2-piece	Edward Don	2893989	6/26/2002	Case	500	1	$ 66.89	$ 66.89	500	$ 0.13		0	0	$	-
Glass Wine Polysty Fted 5.5oz.	Edward Don	2893989	6/26/2002	Case	500	1	$ 55.01	$ 55.01	500	$ 0.11		0	0	$	-
Glass, Goblet (Cardinal)	Edward Don & Company	2859507	6/26/2002	Dz	12	250	$ 18.96	$ 4,740.00	3000	$ 1.58		0	0	$	-
Knife Dinner 1 piece Chateau (Oneide)	Edward Don & Company	2859516	6/26/2002	Dz	12	171	$ 24.36	$ 4,165.56	2052	$ 2.03		0	0	$	-
Mug, Stacking, Gothic (Homer)	Edward Don & Company	2859494	6/26/2002	Dz	12	30	$ 40.80	$ 1,224.00	360	$ 3.40		0	0	$	-
Pitcher Plas 60 Oz Clear	Edward Don & Company	2859513	6/26/2002	Case	6	40	$ 28.80	$ 1,152.00	240	$ 4.80		0	0	$	-
Serving Spoon, Slotted (Vollrath)	Edward Don & Company	2859538	6/26/2002	Each	1	150	$ 3.90	$ 585.00	150	$ 3.90		0	0	$	-
Serving Spoon, Solid (Vollrath)	Edward Don & Company	2859539	6/26/2002	Each	1	150	$ 3.85	$ 577.50	150	$ 3.85		0	0	$	-
Serving Tongs (Vollrath)	Edward Don & Company	2859542	6/26/2002	Each	1	100	$ 9.25	$ 925.00	100	$ 9.25		0	0	$	-
Skirt Storage Rack (JackRip)	Edward Don & Company	2859545	6/26/2002	Each	1	5	$ 165.00	$ 825.00	5	$ 165.00		0	0	$	-
Dispenser Country Top (Wiscon)	Edward Don & Company	2859573	6/26/2002	Case	1	6	$ 19.50	$ 117.00	6	$ 19.50	3rd Floor	6	0	$	117.00
Salt/Pepper Shaker (Vollrath)	Edward Don & Company	2859511	6/26/2002	Dz	12	50	$ 5.40	$ 270.00	600	$ 0.45	BR D	90	0	$	40.50
Dishwasher Rack (Vollrath) (52677-6-7)	Edward Don & Company	2859501	6/26/2002	Each	1	150	$ 14.05	$ 2,107.50	150	$ 14.05	BR D	136	0	$	1,910.80
Spoon Bouillon Chateau (Oneida)	Edward Don & Company	2859522	6/26/2002	Dz	12	87	$ 12.96	$ 1,127.52	1044	$ 1.08	BR D	390	0	$	421.20
Bowl Soup/Dessert Spoon (Oneida)	Edward Don & Company	2859519	6/26/2002	Dz	12	500	$ 12.96	$ 6,480.00	6000	$ 1.08	BR D	1882	0	$	2,032.56
Plate, Gothic, 9-7/8" (Homer) (old pattern)	Edward Don & Company	2859489	6/26/2002	Dz	12	250	$ 55.80	$ 13,950.00	3000	$ 4.65	3rd floor	2158	0	$	10,034.70
squeeze bottle	Edward Don & Company	2859512	6/26/2002	Dz	12	26	$ 14.40	$ 374.40	312	$ 1.20		0	0	$	-
Standard Drip Tray 6x6"	Edward Don & Company	2859562	6/26/2002	Each	1	40	$ 4.25	$ 170.00	40	$ 4.25		0	0	$	-
Stands Number 12 HT ss	Edward Don & Company	2859520	6/26/2002	Each	1	375	$ 6.60	$ 2,475.00	375	$ 6.60		0	0	$	-
Tumbler Polysty Tall 10oz.	Edward Don	2893989	6/26/2002	Case	500	1	$ 62.32	$ 62.32	500	$ 0.12		0	0	$	-
10" Sharpening Steel	Edward Don & Company	2859601	6/26/2002	Each	1	2	$ 15.25	$ 30.50	2	$ 15.25		0	0	$	-
Bread Knife 10 Sanisharp	Edward Don & Company	2859596	6/26/2002	Each	1	6	$ 6.75	$ 40.50	6	$ 6.75		0	0	$	-
Cater Serving Ladle 2oz (Vollrath)	Edward Don & Company	2859540	6/26/2002	Each	1	40	$ 3.00	$ 120.00	40	$ 3.00		0	0	$	-
Chafer Accessory	Edward Don & Company	2859624	6/26/2002	Each	1	10	$ 16.45	$ 164.50	10	$ 16.45		0	0	$	-
Cooks Knife 10 Sanisharp	Edward Don & Company	2859598	6/26/2002	Each	1	6	$ 9.20	$ 55.20	6	$ 9.20		0	0	$	-
Cooks Knife 8" Sanisharp	Edward Don & Company	2859597	6/26/2002	Each	1	12	$ 8.05	$ 96.60	12	$ 8.05	Admin Office	0	0	$	-
Crock (Cambro)	Edward Don & Company	2859572	6/26/2002	Each	1	48	$ 3.25	$ 156.00	48	$ 3.25	N. Kitchen	0	0	$	-
Dish Box (Vollrath) (52611)	Edward Don & Company	2859587	6/26/2002	Each	1	20	$ 4.80	$ 96.00	20	$ 4.80		0	0	$	-
Dish Box (Vollrath) (52830)	Edward Don & Company	2859588	6/26/2002	Each	1	20	$ 16.90	$ 338.00	20	$ 16.90		0	0	$	-
Ice Pan Housing (Gourmet)	Edward Don & Company	2859560	6/26/2002	Each	1	20	$ 92.00	$ 1,840.00	20	$ 92.00	3rd Floor	0	0	$	-
Kitchen Shears 8"	Edward Don & Company	2859606	6/26/2002	Each	1	2	$ 7.00	$ 14.00	2	$ 7.00		0	0	$	-
Knife Cheese 14" Dbl Handle	Edward Don & Company	2859600	6/26/2002	Each	1	2	$ 32.25	$ 64.50	2	$ 32.25	sc office	0	0	$	-
Knife Slcr WE 12	Edward Don & Company	2859549	6/26/2002	Each	1	10	$ 8.00	$ 80.00	10	$ 8.00		0	0	$	-
Measuring cup, Stainless	Edward Don & Company	2859590	6/26/2002	Each	1	1	$ 6.50	$ 6.50	1	$ 6.50		0	0	$	-

EXHIBIT K
SMALLWARES INVENTORY

Measuring Spoon (Vollrath)	Edward Don & Company	2859591	6/26/2002	Each	1	2	$ 2.15	$ 4.30	2	$ 2.15		0	0	$ -
Melon Baller 8" Ergo	Edward Don & Company	2859605	6/26/2002	Each	1	4	$ 2.75	$ 11.00	4	$ 2.75		0	0	$ -
Oven Mit Pyrotex 17"	Edward Don & Company	2859611	6/26/2002	Pkg	2	10	$ 5.20	$ 52.00	20	$ 2.60		0	0	$ -
Pairing Knife 4 Sanisharp	Edward Don & Company	2859599	6/26/2002	Each	1	12	$ 2.80	$ 33.60	12	$ 2.80		0	0	$ -
Pastry Brush Galaxy 2"	Edward Don & Company	2859609	6/26/2002	Each	1	6	$ 3.00	$ 18.00	6	$ 3.00		0	0	$ -
Plastic Serving Bowl (Cambro)	Edward Don & Company	2859563	6/26/2002	Each	1	20	$ 9.00	$ 180.00	20	$ 9.00	dish	0	0	$ -
Plastic Serving Bowl (Cambro)	Edward Don & Company	2859564	6/26/2002	Each	1	40	$ 11.50	$ 460.00	40	$ 11.50	dish	0	0	$ -
Plastic Serving Bowl (Cambro)	Edward Don & Company	2859565	6/26/2002	Each	1	40	$ 16.50	$ 660.00	40	$ 16.50	dish	0	0	$ -
Plastic Serving Bowl (Cambro)	Edward Don & Company	2859566	6/26/2002	Each	1	20	$ 24.75	$ 495.00	20	$ 24.75	dish	0	0	$ -
Ramekin, Plastic (Cardinal)	Edward Don & Company	2859495	6/26/2002	Dz	12	84	$ 11.50	$ 966.00	1008	$ 0.96	BR D	0	0	$ -
Thermometer Pckt Test	Edward Don & Company	2859610	6/26/2002	Each	1	12	$ 3.00	$ 36.00	12	$ 3.00		0	0	$ -
Tray, Mirror (Aris)	Edward Don & Company	2859554	6/26/2002	Each	1	10	$ 214.00	$ 2,140.00	10	$ 214.00		0	0	$ -
Tray, Mirror (Gourmet)	Edward Don & Company	2859553	6/26/2002	Each	1	20	$ 108.00	$ 2,160.00	20	$ 108.00		0	0	$ -
Tub Bus Heavy Duty Blk 21x15	Edward Don & Company	2859586	6/26/2002	Each	1	20	$ 5.70	$ 114.00	20	$ 5.70		0	0	$ -
Portion Scale #5 x 1oz	Edward Don & Company	2859607	6/26/2002	Each	1	1	$ 56.00	$ 56.00	1	$ 56.00		1	0	$ 56.00
Utility Scale	Edward Don & Company	2859608	6/26/2002	Each	1	1	$ 61.00	$ 61.00	1	$ 61.00		1	0	$ 61.00
Sharpener Steel Sanisharp	Edward Don & Company	2859551	6/26/2002	Each	1	2	$ 14.00	$ 28.00	2	$ 14.00		2	0	$ 28.00
Utility Fork 10 Sanisharp	Edward Don & Company	2859550	6/26/2002	Each	1	10	$ 5.25	$ 52.50	10	$ 5.25	N. Kitchen	2	0	$ 10.50
12" Tongs	Edward Don & Company	2859627	6/26/2002	Each	1	24	$ 3.30	$ 79.20	24	$ 3.30	smoke	5	0	$ 16.50
Tray 21-3/4x16" Elegant	Edward Don & Company	2859556	6/26/2002	Case	1	5	$ 42.00	$ 210.00	5	$ 42.00	cold	5	0	$ 210.00
Tray Rd 15-1/4" Elegant	Edward Don & Company	2859555	6/26/2002	Case	1	5	$ 26.10	$ 130.50	5	$ 26.10	cold	5	0	$ 130.50
Ladle, 10-9/16, 1.0 oz p (Cambro)	Edward Don & Company	2859567	6/26/2002	Each	1	40	$ 1.25	$ 50.00	40	$ 1.25		7	0	$ 8.75
Ice Pan Housing (Gourmet)	Edward Don & Company	2859561	6/26/2002	Each	1	20	$ 87.00	$ 1,740.00	20	$ 87.00		10	0	$ 870.00
Stam Table Pan, Stainless (Vollrath) (90322)	Edward Don & Company	2859621	6/26/2002	Each	1	24	$ 7.00	$ 168.00	24	$ 7.00		20	0	$ 140.00
Tub Bus Heavy Duty Blk 21x15	Edward Don & Company	2859528	6/26/2002	Each	1	100	$ 5.70	$ 570.00	100	$ 5.70	S.Kitchen	25	0	$ 142.50
sheet Bun Pan (Vollrath) small	Edward Don & Company	2859614	6/26/2002	Each	1	48	$ 4.85	$ 232.80	48	$ 4.85	kitchen	48	0	$ 232.80
Spatula Scraper Plate Pie	Edward Don & Company	2859568	6/26/2002	Each	1	48	$ 0.80	$ 38.40	48	$ 0.80	s. kitchen	0	0	$ -
Utility Cart (Vollrath)	Edward Don & Company	2859585	6/26/2002	Each	1	6	$ 256.00	$ 1,536.00	6	$ 256.00		0	0	$ -
Utility Cart (Vollrath) (metal)	Edward Don & Company	2859527	6/26/2002	Each	1	10	$ 256.00	$ 2,560.00	10	$ 256.00		0	0	$ -
Candy Bar Aide Plas Blk	Edward Don & Company	2859574	6/26/2002	Each	1	24	$ 3.20	$ 76.80	24	$ 3.20		0	0	$ -
Electric Knife Sharpener (Edlund)	Edward Don & Company	2859602	6/26/2002	Each	1	1	$ 196.00	$ 196.00	1	$ 196.00		1	1	$ 196.00
Service Cart (Molitor)	Edward Don & Company	2859526	6/26/2002	Each	1	20	$ 625.00	$ 12,500.00	20	$ 625.00	3rd Floor	18	2	$ 11,250.00
Ladle (Vollrath) (58480) 8oz	Edward Don & Company	2859595	6/26/2002	Each	1	2	$ 6.45	$ 12.90	2	$ 6.45		2	2	$ 12.90
Measure, 4 QT Aluminum	Edward Don & Company	2859589	6/26/2002	Each	1	2	$ 14.70	$ 29.40	2	$ 14.70		2	2	$ 29.40
Bowl Punch New York 5 Gal (Vollrath)	Edward Don & Company	2859558	6/26/2002	Case	1	3	$ 154.00	$ 462.00	3	$ 154.00	18a	3	3	$ 462.00
Dishwasher Rack, For Fla	Edward Don & Company	2859584	6/26/2002	Each	1	4	$ 183.00	$ 732.00	4	$ 183.00	NK	4	4	$ 732.00
Fry Pan	Edward Don & Company	2859628	6/26/2002	Each	1	12	$ 14.25	$ 171.00	12	$ 14.25	smoke	4	4	$ 57.00
Ice Display (Cal-Mil)	Edward Don & Company	2859557	6/26/2002	Each	1	4	$ 679.00	$ 2,716.00	4	$ 679.00	3rd Floor	14	4	$ 9,506.00
Aluminum Dipper 2 QT	Edward Don & Company	2859616	6/26/2002	Each	1	6	$ 22.50	$ 135.00	6	$ 22.50	smoke	6	6	$ 135.00
China Cap (Vollrath)	Edward Don & Company	2859615	6/26/2002	Each	1	6	$ 29.80	$ 178.80	6	$ 29.80	smoke	6	6	$ 178.80
Mixing Bowl (Vollrath)	Edward Don & Company	2859603	6/26/2002	Each	1	6	$ 8.80	$ 52.80	6	$ 8.80		6	6	$ 52.80
Mixing Bowl 13 Qt (Vollrath)	Edward Don & Company	2859604	6/26/2002	Each	1	6	$ 15.90	$ 95.40	6	$ 15.90	N. Kitchen	25	6	$ 397.50
Dolly Sheet Pan	Edward Don & Company	2859613	6/26/2002	Each	1	8	$ 68.00	$ 544.00	8	$ 68.00	kitchen	8	8	$ 544.00
Station Carving w/heat (Nemco)	Edward Don & Company	2859547	6/26/2002	Case	1	10	$ 186.00	$ 1,860.00	10	$ 186.00		8	8	$ 1,488.00

EXHIBIT K
SMALLWARES INVENTORY

Ladle (Vollrath) 12oz	Edward Don & Company	2859559	6/26/2002	Each	1	3	$ 5.00	$ 5.00	3	$ 1.67	smoke	1	10	$ 1.67
Cart, Dish (Cambro) ((dc700) (poker chip)	Edward Don & Company	2859500	6/26/2002	Each	1	10	$ 314.00	$ 3,140.00	10	$ 314.00	BR D	10	10	$ 3,140.00
Cart, Dish (Cambro) (dc575) (poker chip)	Edward Don & Company	2859499	6/26/2002	Each	1	10	$ 314.00	$ 3,140.00	10	$ 314.00	BR D	10	10	$ 3,140.00
Cutting Board 15x20x1/2	Edward Don & Company	2859548	6/26/2002	Each	1	10	$ 8.50	$ 85.00	10	$ 8.50		10	10	$ 85.00
Ladle (Vollrath) (58620) 2oz	Edward Don & Company	2859593	6/26/2002	Each	1	12	$ 4.45	$ 53.40	12	$ 4.45	smoke	10	10	$ 44.50
Queen Mary Cart	Edward Don & Company	2859580	6/26/2002	Each	1	10	$ 1,127.00	$ 11,270.00	10	$ 1,127.00	smoke	21	10	$ 23,667.00
Ladle (Vollrath) (58510) 1oz	Edward Don & Company	2859592	6/26/2002	Each	1	12	$ 4.05	$ 48.60	12	$ 4.05	smoke	13	11	$ 52.65
Dishwasher Rack, Open	Edward Don & Company	2859583	6/26/2002	Each	1	12	$ 10.50	$ 126.00	12	$ 10.50	NK	12	12	$ 126.00
Fry Pan	Edward Don & Company	2859629	6/26/2002	Each	1	12	$ 38.00	$ 456.00	12	$ 38.00	smoke	12	12	$ 456.00
Ladle (Vollrath) (58440) 4oz	Edward Don & Company	2859594	6/26/2002	Each	1	12	$ 5.55	$ 66.60	12	$ 5.55	smoke	12	12	$ 66.60
Ladle 2 Oz 1pc (Vollrath)	Edward Don & Company	2859571	6/26/2002	Each	1	24	$ 3.50	$ 84.00	24	$ 3.50	smoke	12	12	$ 42.00
Cart, Dish (Cambro) (dc1125)	Edward Don & Company	2859497	6/26/2002	Each	1	14	$ 335.00	$ 4,690.00	14	$ 335.00		14	14	$ 4,690.00
Ice Bin Mobile (Cambro)	Edward Don & Company	2859552	6/26/2002	Each	1	15	$ 417.00	$ 6,255.00	15	$ 417.00	3rd floor	15	18	$ 6,255.00
Basket, Table Top Service (Tablecraft)	Edward Don & Company	2859514	6/26/2002	Each	1	400	$ 8.25	$ 3,300.00	400	$ 8.25	2nd Floor	21	21	$ 173.25
Steam Table Pan, Stainless (Vollrath) (90342)	Edward Don & Company	2859622	6/26/2002	Each	1	24	$ 9.95	$ 238.80	24	$ 9.95	dish	28	22	$ 278.60
Steam Table Pan, Stainless (Vollrath) (90222)	Edward Don & Company	2859619	6/26/2002	Each	1	100	$ 7.50	$ 750.00	100	$ 7.50	dish	86	23	$ 645.00
Dishwaser Rack, Compar	Edward Don & Company	2859582	6/26/2002	Each	1	24	$ 14.10	$ 338.40	24	$ 14.10		24	24	$ 338.40
Dishwasher Rack, Plates	Edward Don & Company	2859581	6/26/2002	Each	1	24	$ 10.50	$ 252.00	24	$ 10.50	3rd Floor	24	24	$ 252.00
Utility Tong 12" NSF (Vollrath)	Edward Don & Company	2859570	6/26/2002	Each	1	24	$ 3.25	$ 78.00	24	$ 3.25	smoke	24	24	$ 78.00
Utility Tong 9.5" NSF (Vollrath)	Edward Don & Company	2859569	6/26/2002	Each	1	24	$ 2.95	$ 70.80	24	$ 2.95		24	24	$ 70.80
Speed Pan Rack (WinHolt)	Edward Don & Company	2859579	6/26/2002	Each	1	30	$ 345.00	$ 10,350.00	30	$ 345.00	kitchen	150	28	$ 51,750.00
Coffee Chafer/Urn (BonChef)	Edward Don & Company	2859529	6/26/2002	Each	1	32	$ 965.00	$ 30,880.00	32	$ 965.00	S. Kitchen	40	34	$ 38,600.00
Cart, Dish (Cambro) (dc825)	Edward Don & Company	2859498	6/26/2002	Each	1	28	$ 314.00	$ 8,792.00	28	$ 314.00	BR D	41	40	$ 12,874.00
9" Tongs	Edward Don & Company	2859626	6/26/2002	Each	1	48	$ 2.95	$ 141.60	48	$ 2.95	smoke	0	48	$ -
Rack Dolly (Vollrath) (52292)	Edward Don & Company	2859503	6/26/2002	Each	1	60	$ 58.05	$ 3,483.00	60	$ 58.05	BR D	60	60	$ 3,483.00
Rack Dolly (Vollrath) (52293)	Edward Don & Company	2859504	6/26/2002	Each	1	60	$ 18.75	$ 1,125.00	60	$ 18.75		60	60	$ 1,125.00
Steam Table Pan, Stainless (Vollrath) (90242)	Edward Don & Company	2859620	6/26/2002	Each	1	100	$ 10.75	$ 1,075.00	100	$ 10.75	dish	70	68	$ 752.50
Tray Rnd 16" Non Skid Blk	Edward Don & Company	2859533	6/26/2002	Each	1	20	$ 8.40	$ 168.00	20	$ 8.40	BR D	80	79	$ 672.00
Dishwasher Rack (Vollrath) (52712)	Edward Don & Company	2859509	6/26/2002	Each	1	120	$ 26.10	$ 3,132.00	120	$ 26.10	BR D	80	80	$ 2,088.00
Dishwasher Rack (Vollrath) (52712-6-1)	Edward Don & Company	2859510	6/26/2002	Each	1	120	$ 26.10	$ 3,132.00	120	$ 26.10	BR D	80	80	$ 2,088.00
Dishwasher Rack (Vollrath) (52-717-6-5)	Edward Don & Company	2859508	6/26/2002	Each	1	42	$ 30.90	$ 1,297.80	42	$ 30.90	BR D	80	80	$ 2,472.00
Dishwasher Rack (Vollrath) (52676-6-3)	Edward Don & Company	2859502	6/26/2002	Each	1	63	$ 14.05	$ 885.15	63	$ 14.05	BR D	80	80	$ 1,124.00
Chafer New York 8Qt	Edward Don & Company	2859535	6/26/2002	Case	1	45	$ 632.00	$ 28,440.00	45	$ 632.00	Soda/BR D	85	89	$ 53,720.00
Chafer Food Pan	Edward Don & Company	2859623	6/26/2002	Each	1	36	$ 25.50	$ 918.00	36	$ 25.50	dish	61	99	$ 1,555.50
Chafer Box	Edward Don & Company	2859536	6/26/2002	Each	1	60	$ 97.30	$ 5,838.00	60	$ 97.30	Soda/BR D	90	105	$ 8,757.00
Skirt Hangers (Jack Rip)	Edward Don & Company	2859546	6/26/2002	Each	1	60	$ 240.00	$ 14,400.00	60	$ 240.00	Linen Room/3rd Floor	12	110	$ 2,880.00
Chafer Food Pan	Edward Don & Company	2859625	6/26/2002	Each	1	10	$ 41.00	$ 410.00	10	$ 41.00	Scattered	141	141	$ 5,781.00
Steam Table Pan, Stainless (Vollrath) (90042)	Edward Don & Company	2859618	6/26/2002	Each	1	300	$ 16.05	$ 4,815.00	300	$ 16.05	dish	279	268	$ 4,477.95
Tray Stand Folding	Edward Don & Company	2859534	6/26/2002	Each	1	200	$ 14.50	$ 2,900.00	200	$ 14.50	BR D	291	276	$ 4,219.50
Steam Table Pan, Stainless (Vollrath) (90022)	Edward Don & Company	2859617	6/26/2002	Each	1	300	$ 11.95	$ 3,585.00	300	$ 11.95	3rd Floor	300	300	$ 3,585.00
Bell Creamer, Stainless (Vollrath)	Edward Don & Company	2859525	6/26/2002	Each	1	420	$ 3.80	$ 1,596.00	420	$ 3.80	BR D	360	360	$ 1,368.00
Tray Oval 27" non Skid Blk	Edward Don & Company	2859532	6/26/2002	Each	1	250	$ 17.25	$ 4,312.50	250	$ 17.25	BR D	215	433	$ 3,708.75

EXHIBIT K
SMALLWARES INVENTORY

Pie Server (Vollrath)	Edward Don & Company	2859541	6/26/2002	Each	1	20	$ 4.60	$ 92.00	20	$ 4.60		0	479	$ -
Gravy Boat	Edward Don & Company	2859524	6/26/2002	Each	1	750	$ 4.15	$ 3,112.50	750	$ 4.15	BR D	739	571	$ 3,066.85
Teaspoon Iced Chateau	Edward Don & Company	2859521	6/26/2002	Dz	12	87	$ 12.96	$ 1,127.52	1044	$ 1.08		0	846	$ -
Spreader Butter Chateal (Oneida)	Edward Don & Company	2859523	6/26/2002	Dz	12	19	$ 12.48	$ 237.12	228	$ 1.04		0	1141	$ -
Steak Knife (Vollrath)	Edward Don & Company	2859517	6/26/2002	Dz	12	167	$ 10.50	$ 1,753.50	2004	$ 0.88	BR D Storage	1432	1243	$ 1,253.00
Glass Flute 5-3/4 oz Excal (Cardinal)	Edward Don & Company	2859505	6/26/2002	Dz	12	126	$ 18.60	$ 2,343.60	1512	$ 1.55		1900	1309	$ 2,945.00
Cup, Gothic, 7-1/2 oz. (Homer)	Edward Don & Company	2859493	6/26/2002	Dz	12	252	$ 33.60	$ 8,467.20	3024	$ 2.80		0	2122	$ -
Sheet Bun Pan (Vollrath) lg	Edward Don & Company	2859612	6/26/2002	Each	1	1000	$ 5.20	$ 5,200.00	1000	$ 5.20	kitchen	2408	2285	$ 12,521.60
Plate Cover (Vollrath)	Edward Don & Company	2859496	6/26/2002	Each	1	3000	$ 6.50	$ 19,500.00	3000	$ 6.50	BR D	6203	2923	$ 40,319.50
Saucer, Gothic, 5-5/8" (Homer)(old pattern)	Edward Don & Company	2859492	6/26/2002	Dz	12	252	$ 21.96	$ 5,533.92	3024	$ 1.83	3rd floor	1097	3200	$ 2,007.51
Plate, Gothic, 6-1/4" (Homer)(old pattern)	Edward Don & Company	2859491	6/26/2002	Dz	12	252	$ 23.76	$ 5,987.52	3024	$ 1.98	3rd floor	3510	3375	$ 6,949.80
Plate, Gothic, 8-1/8" (Homer)(old paatern)	Edward Don & Company	2859490	6/26/2002	Dz	12	465	$ 39.00	$ 18,135.00	5580	$ 3.25	3rd floor	7297	5680	$ 23,715.25
Glass Wine Tall 8-1/2 oz (Cardinal)	Edward Don & Company	2859506	6/26/2002	Dz	12	252	$ 18.60	$ 4,687.20	3024	$ 1.55	BR D	3774	7379	$ 5,849.70
Stock Pot 60qt	Edward Don & Company	2859630	6/27/2002	Each	1	6	$ 63.50	$ 381.00	6	$ 63.50		6	6	$ 381.00
Stock Pot 80 qt	Edward Don & Company	2859631	6/28/2002	Each	1	3	$ 133.00	$ 399.00	3	$ 133.00	dish	3	3	$ 399.00
Sauce Pan	Edward Don & Company	2859632	6/29/2002	Each	1	4	$ 14.50	$ 58.00	4	$ 14.50	dish	4	4	$ 58.00
Muffin Pan 24 cup aluminum	Edward Don & Company	2859633	6/30/2002	Each	1	50	$ 17.00	$ 850.00	50	$ 17.00	dish	48	48	$ 816.00
Roast Pan	Edward Don & Company	2859634	7/1/2002	Each	1	6	$ 95.00	$ 570.00	6	$ 95.00	3rd Floor	20	20	$ 1,900.00
Food Box 18x26x9	Edward Don & Company	2859635	7/2/2002	Each	1	24	$ 21.75	$ 522.00	24	$ 21.75	Scattered	32	24	$ 696.00
Food Box 18x26x6	Edward Don & Company	2859636	7/3/2002	Each	1	24	$ 16.75	$ 402.00	24	$ 16.75	Scattered	41	24	$ 686.75
Food Box 18x26x15	Edward Don & Company	2859637	7/4/2002	Each	1	24	$ 32.50	$ 780.00	24	$ 32.50	Scattered	24	24	$ 780.00
Cover Box foor 18X26	Edward Don & Company	2859638	7/5/2002	Each	1	24	$ 8.75	$ 210.00	24	$ 8.75	Scattered	15	9	$ 131.25
Pastry Bag 18"	Edward Don & Company	2859639	7/6/2002	Dz	12	1	$ 22.00	$ 22.00	12	$ 1.83		0	0	$ -
Tip Pastry Set	Edward Don & Company	2859640	7/7/2002	Set	26	1	$ 13.00	$ 13.00	26	$ 0.50		0	0	$ -
Meat Tenderizer	Edward Don & Company	2859641	7/8/2002	Each	1	1	$ 8.85	$ 8.85	1	$ 8.85	cold	1	0	$ 8.85
Rolling Pin 15"	Edward Don & Company	2859642	7/9/2002	Each	1	2	$ 9.75	$ 19.50	2	$ 9.75	cage	2	2	$ 19.50
Scoop 6oz CLR plastic	Edward Don & Company	2859643	7/10/2002	Each	1	48	$ 2.05	$ 98.40	48	$ 2.05		10	10	$ 20.50
Scoop Utility 32 Oz poly	Edward Don & Company	2859644	7/11/2002	Each	1	24	$ 3.75	$ 90.00	24	$ 3.75		4	4	$ 15.00
Scoop Utility 64 Oz poly	Edward Don & Company	2859645	7/12/2002	Each	1	12	$ 4.15	$ 49.80	12	$ 4.15		0	0	$ -
Pizza Cutter 4" Sanisharp	Edward Don & Company	2859646	7/13/2002	Each	1	6	$ 7.50	$ 45.00	6	$ 7.50	smoke	4	3	$ 30.00
Tray Pizza rd Alum	Edward Don & Company	2859647	7/14/2002	Each	1	24	$ 2.50	$ 60.00	24	$ 2.50	smoke	31	30	$ 77.50
Disher no 10 3.25oz ivory	Edward Don & Company	2859648	7/15/2002	Each	1	6	$ 5.98	$ 35.88	6	$ 5.98	sc office	2	2	$ 11.96
Disher no 12 2-2/3oz grn	Edward Don & Company	2859649	7/16/2002	Each	1	6	$ 5.98	$ 35.88	6	$ 5.98	smoke	4	4	$ 23.92
Disher no 16 2oz blue	Edward Don & Company	2859650	7/17/2002	Each	1	6	$ 5.98	$ 35.88	21	$ 1.71	smoke	5	4	$ 8.54
French Whip 12"18-8	Edward Don & Company	2859651	7/18/2002	Each	1	6	$ 5.00	$ 30.00	6	$ 5.00	smoke	26	22	$ 130.00
Piano Whip 18" 18-8	Edward Don & Company	2859652	7/19/2002	Each	1	2	$ 6.15	$ 12.30	2	$ 6.15	smoke	2	0	$ 12.30
Paddle, Mixing, Stainless	Edward Don & Company	2859653	7/20/2002	Each	1	3	$ 27.50	$ 82.50	3	$ 27.50	cold	3	0	$ 82.50
Broom Corn Warehouse	Edward Don	2956774	7/21/2002	Each	1	4	$ 6.99	$ 27.96	4	$ 6.99		0	0	$ -
Brush Oven Hvy Dty w/Handle	Edward Don	2956774	7/21/2002	Each	1	1	$ 27.99	$ 27.99	1	$ 27.99		0	0	$ -
Labels Dissolvable 2x3	Edward Don	2956774	7/21/2002	Package	125	2	$ 12.00	$ 24.00	250	$ 0.10		0	0	$ -
Pan Dust Lobby Black Plastic	Edward Don	2956774	7/21/2002	Each	1	2	$ 11.99	$ 23.98	2	$ 11.99		0	0	$ -
Thermometer Pocket Test 50F-550F	Edward Don	2956774	7/21/2002	Each	1	12	$ 5.99	$ 71.88	12	$ 5.99		0	0	$ -
Wand Water 22" Galv Steel	Edward Don	2956774	7/21/2002	Each	1	4	$ 11.85	$ 47.40	4	$ 11.85		0	0	$ -
Strainer 8-3/4" Fine Mesh	Edward Don	2956774	7/21/2002	Each	1	1	$ 18.36	$ 18.36	1	$ 18.36	smoke	2	2	$ 36.72
Whip Mayonnaise 48ss	Edward Don & Company	2859654	7/21/2002	Each	1	3	$ 31.25	$ 93.75	3	$ 31.25	cold	3	2	$ 93.75

EXHIBIT K
SMALLWARES INVENTORY

Shot Glass 1.5oz.	Ace Mart	20058306	7/22/2002	Package	10	1	$ 2.25	$ 2.25	10	$ 0.23		0	0	$ -
8 Section wedger	Edward Don & Company	2859655	7/22/2002	Each	1	2	$ 77.00	$ 154.00	2	$ 77.00		0	0	$ -
Brush 20" Long Handle White	Ace Mart	20058306	7/22/2002	Each	1	2	$ 7.98	$ 15.96	2	$ 7.98		0	0	$ -
Brush Utility Scrub 8" Handle	Ace Mart	20058306	7/22/2002	Each	1	2	$ 5.99	$ 11.98	2	$ 5.99		0	0	$ -
Pastry Bag 21" Canvas #3221	Ace Mart	20058306	7/22/2002	Each	1	4	$ 4.98	$ 19.92	4	$ 4.98		0	0	$ -
Pastry Tip Open Star 9/16" #7	Ace Mart	20058306	7/22/2002	Each	1	5	$ 1.28	$ 6.40	5	$ 1.28		0	0	$ -
Wire Brush w/scraper Blue	Ace Mart	20058306	7/22/2002	Each	1	3	$ 3.99	$ 11.97	3	$ 3.99		0	0	$ -
Disher #40 Orchid Handle NSF	Ace Mart	20058306	7/22/2002	Each	1	3	$ 7.98	$ 23.94	3	$ 7.98	smoke	12	12	$ 95.76
1.4" Tomato Slicer	Edward Don & Company	2859656	7/23/2002	Each	1	1	$ 148.00	$ 148.00	1	$ 148.00		1	1	$ 148.00
Mixing Bowl (Vollrath)	Edward Don & Company	2859657	7/24/2002	Each	1	6	$ 646.00	$ 3,876.00	6	$ 646.00		1	1	$ 646.00
Hand Mixer (Dynamic)	Edward Don & Company	2859658	7/25/2002	Each	1	1	$ 1,050.00	$ 1,050.00	1	$ 1,050.00	sc office	1	1	$ 1,050.00
Opener Pail Bucket 16x5"	Edward Don & Company	2859659	7/26/2002	Each	1	1	$ 12.00	$ 12.00	1	$ 12.00		1	0	$ 12.00
Dishwasher Rack	Edward Don & Company	2859660	7/27/2002	Each	1	12	$ 10.25	$ 123.00	12	$ 10.25		12	12	$ 123.00
Push Broom 24" hvy Duty	Edward Don & Company	2859661	7/28/2002	Each	1	4	$ 7.45	$ 29.80	4	$ 7.45		0	0	$ -
Dustpan Heavy Duty	Edward Don & Company	2859662	7/29/2002	Each	1	4	$ 1.60	$ 6.40	4	$ 1.60		0	0	$ -
Broom Corn Warehouse	Edward Don & Company	2859663	7/30/2002	Each	1	2	$ 4.40	$ 8.80	2	$ 4.40		0	0	$ -
Brush Floor Wood	Edward Don & Company	2859664	7/31/2002	Each	1	2	$ 7.80	$ 15.60	2	$ 7.80		0	0	$ -
Plastic Spray Bottles	Edward Don & Company	2859665	8/1/2002	Each	1	10	$ 1.35	$ 13.50	10	$ 1.35		0	0	$ -
Dolly Brute 32&44 Gal	Edward Don & Company	2859666	8/2/2002	Each	1	30	$ 24.50	$ 735.00	30	$ 24.50		0	0	$ -
Lid Brute 44 Gal Contnr	Edward Don & Company	2859667	8/3/2002	Each	1	10	$ 8.50	$ 85.00	10	$ 8.50		0	0	$ -
Container 44 gal white	Edward Don & Company	2859668	8/4/2002	Each	1	10	$ 23.75	$ 237.50	10	$ 23.75		0	0	$ -
Container 44 Gal Gry	Edward Don & Company	2859669	8/5/2002	Each	1	20	$ 39.75	$ 795.00	20	$ 39.75		0	0	$ -
Lid Brute 44 Gal Gry	Edward Don & Company	2859670	8/6/2002	Each	1	10	$ 8.50	$ 85.00	10	$ 8.50		0	0	$ -
Insulated Bev Cover-up	Edward Don & Company	2859671	8/7/2002	Each	1	30	$ 97.85	$ 2,935.50	30	$ 97.85		0	0	$ -
Spreader Butter Chateal (Oneida)	Edward Don & Company	48451445	8/8/2002	Dz	12	36	$ 12.48	$ 449.28	432	$ 1.04		0	0	$ -
Pan, Sauce (Vollrath)	Edward Don & Company	48451445	8/8/2002	Each	1	6	$ 25.00	$ 150.00	6	$ 25.00		4	4	$ 100.00
Tray, Decorative (Vollrath)	Edward Don & Company	48451445	8/8/2002	Each	1	5	$ 35.00	$ 175.00	5	$ 35.00	cold	40	37	$ 1,400.00
Plate, Gothic, 8-1/8" (Homer)	Edward Don & Company	48451445	8/8/2002	Dz	12	36	$ 39.00	$ 1,404.00	432	$ 3.25	3rd floor	0	0	$ -
Beer Jockey Boxes	Micromatic	58917	8/16/2002	Each	1	10	$ 471.44	$ 4,714.40	10	$ 471.44	3rd Floor	10	10	$ 4,714.40
Cutting Board Plastic 6x10x1/2"	Ace Mart	20063385	9/5/2002	Each	1	2	$ 3.28	$ 6.56	2	$ 3.28		0	0	$ -
Cutting Board White 12x18x1/2"	Ace Mart	20063385	9/5/2002	Each	1	2	$ 5.99	$ 11.98	2	$ 5.99		0	0	$ -
Knife Carving buffet 9" Blade	Ace Mart	20063385	9/5/2002	Each	1	2	$ 11.95	$ 23.90	2	$ 11.95		0	0	$ -
Opener Flat Speed Bottle Type	Ace Mart	20063385	9/5/2002	Each	1	2	$ 3.48	$ 6.96	2	$ 3.48		0	0	$ -
Tray Chrome Oval w/Gold 13x18"	Ace Mart	20063385	9/5/2002	Each	1	1	$ 7.98	$ 7.98	1	$ 7.98		0	0	$ -
Tray Chrome Rect w/Gold 12x18"	Ace Mart	20063385	9/5/2002	Each	1	1	$ 8.95	$ 8.95	1	$ 8.95		0	0	$ -
Pastry Server 9.5" Louvre	Ace Mart	20063385	9/5/2002	Each	1	2	$ 7.48	$ 14.96	2	$ 7.48		2	0	$ 14.96
Cake Stand Metal 6-1/2" Tall	Ace Mart	20063385	9/5/2002	Each	1	1	$ 16.98	$ 16.98	1	$ 16.98		3	3	$ 50.94
405 Coffee Urn Brush 24"	Ace Mart	20063759	9/7/2002	Each	1	2	$ 2.48	$ 4.96	2	$ 2.48		0	0	$ -
410 Short Percolator Brush 12"	Ace Mart	20063759	9/7/2002	Each	1	3	$ 2.28	$ 6.84	3	$ 2.28		0	0	$ -
Air Fresh French Kiss Metered	Ace Mart	20063759	9/7/2002	Each	1	1	$ 4.48	$ 4.48	1	$ 4.48		0	0	$ -
Brush Utility Scrub 8" Handle	Ace Mart	20063759	9/7/2002	Each	1	3	$ 6.48	$ 19.44	3	$ 6.48		0	0	$ -
Wick Air Freshener 1.5oz. Bottle	Ace Mart	20063759	9/7/2002	Each	1	2	$ 1.58	$ 3.16	2	$ 1.58		0	0	$ -
Pail Red Sanitizing 3QT Kleen	Ace Mart	20063759	9/7/2002	Each	1	5	$ 2.98	$ 14.90	5	$ 2.98	dish	8	0	$ 23.84
Turner Giant 20" Wood Handle	Ace Mart	20063759	9/7/2002	Each	1	3	$ 6.75	$ 20.25	3	$ 6.75	smoke	1	1	$ 6.75
New York 6 Qt round Chafer (oval old)	Edward Don & Company	3071404	9/11/2002	Each	1	4	$ 428.00	$ 1,712.00	4	$ 428.00	BR D	9	21	$ 3,852.00
Pastry Bag 21" Plastic #3121	Ace Mart	20064678	9/16/2002	Each	1	1	$ 4.98	$ 4.98	1	$ 4.98		0	0	$ -

EXHIBIT K
SMALLWARES INVENTORY

Pastry Bags 18"	Ace Mart	20064678	9/16/2002	Package	2	1	$ 11.45	$ 11.45	2	$ 5.73		0	0	$ -
Pastry Tip Closed Star #8	Ace Mart	20064678	9/16/2002	Each	1	4	$ 1.28	$ 5.12	4	$ 1.28		0	0	$ -
Glove Med Perf. Shield Green Cuff	Ace Mart	20066162	9/27/2002	Each	1	1	$ 12.95	$ 12.95	1	$ 12.95		0	0	$ -
Glove Black HD 18" Large	Ace Mart	20066162	9/27/2002	Each	1	2	$ 3.95	$ 7.90	2	$ 3.95		0	0	$ -
Pail Large 6QT Sanitizing Red	Ace Mart	20066162	9/27/2002	Each	1	12	$ 3.98	$ 47.76	12	$ 3.98		0	0	$ -
Pot Glove Green 18" USDA Large	Ace Mart	20066162	9/27/2002	Each	1	6	$ 8.45	$ 50.70	6	$ 8.45		0	0	$ -
Bag Pastry 21x13.5"	Edward Don	3132614	10/7/2002	Dozen	12	1	$ 50.65	$ 50.65	12	$ 4.22		0	0	$ -
Mat 36"x24"x5/8" Optimat Brown	Edward Don	3132614	10/7/2002	Each	1	1	$ 23.99	$ 23.99	1	$ 23.99		0	0	$ -
Mat 36"x36"x5/8" Optimat Brown	Edward Don	3132614	10/7/2002	Each	1	1	$ 32.99	$ 32.99	1	$ 32.99		0	0	$ -
Belkin Cable USB	Hurricane Office Supply	62114	11/7/2002	Each	1	1	$ 2.71	$ 2.71	1	$ 2.71	Broken	0	0	$ -
Epson BC10 Black Toner	Hurricane Office Supply	62114	11/7/2002	Each	1	1	$ 45.13	$ 45.13	1	$ 45.13	Used	0	0	$ -
Epson BC11E Color Toner	Hurricane Office Supply	62114	11/7/2002	Each	1	1	$ 55.80	$ 55.80	1	$ 55.80	Used	0	0	$ -
Epson BJC85 Printer	Hurricane Office Supply	62114	11/7/2002	Each	1	1	$ 298.00	$ 298.00	1	$ 298.00	M.Hall	0	0	$ -
Box Bus 15x20x7 Black Poly	Edward Don	3221922	11/11/2002	Each	1	199	$ 4.55	$ 905.45	199	$ 4.55		0	0	$ -
Shelf Wire 24x60 Superrectangle Br	Edward Don	3221922	11/11/2002	Each	1	6	$ 54.50	$ 327.00	6	$ 54.50		0	0	$ -
Dolly F/ Glass Racks Full Sz	Edward Don	3221922	11/11/2002	Each	1	5	$ 55.99	$ 279.95	5	$ 55.99	3rd Floor	5	5	$ 279.95
Rack Glass 25 Comp w/2 Ext	Edward Don	3221922	11/11/2002	Each	1	40	$ 21.99	$ 879.60	40	$ 21.99	3rd Floor	39	39	$ 857.61
Glass Rocks 10oz. Gibraltar	Edward Don	3221922	11/11/2002	Dozen	12	84	$ 16.68	$ 1,401.12	1008	$ 1.39	BR D	715	450	$ 993.85
Public Dance Signs (Cantina/Comida/Cerveza	Hightech Signs	25852	11/25/2002	Each	1	3	$ 180.00	$ 540.00	3	$ 180.00		0	0	$ -
Sanded 1/4" Mirrors 1' Square	Ace Discount Glass	03544	12/5/2002	Each	1	100	$ 4.75	$ 475.00	100	$ 4.75	Basket Room	100	28	$ 475.00
Brother 1450 Printer (sales office)	Hurricane Office Supply	66408	12/22/2002	Each	1	1	$ 418.00	$ 418.00	1	$ 418.00	COA Has	0	0	$ -
Shelf Wire 24x60 Superrectangle Br	Edward Don	3369235	1/13/2003	Each	1	6	$ 54.50	$ 327.00	6	$ 54.50	Soda/BR D	14	14	$ 763.00
Tray Oblong 18x14 Gdrn	Edward Don	3378700	1/15/2003	Each	1	9	$ 37.52	$ 337.68	9	$ 37.52	18a	9	0	$ 337.68
Tray Oblong 18x14 Gdrn	Edward Don	3380765	1/16/2003	Each	1	3	$ 37.52	$ 112.56	3	$ 37.52		6	0	$ 225.12
Tray Round 15-3/8" SS Gdrn Edge	Edward Don	3380765	1/16/2003	Each	1	12	$ 32.50	$ 390.00	12	$ 32.50	s. kitchen	7	7	$ 227.50
21.5' Black Poly Twill Table Skirt	Edward Don	3394355	1/22/2003	Each	1	33	$ 90.00	$ 2,970.00	33	$ 90.00		0	0	$ -
Noblesse 30 x 20 Oblong SS Tray	Edward Don	3401618	1/24/2003	Each	1	12	$ 150.00	$ 1,800.00	12	$ 150.00	cold	12	12	$ 1,800.00
7 oz. Boullion Cup	Edward Don	3417838	1/31/2003	Dozen	12	4	$ 21.50	$ 86.00	48	$ 1.79	3rd Floor	1313	310	$ 2,352.46
6oz. 2pc Pls Martini Glass	Edward Don	3419230	2/3/2003	Case	500	20	$ 58.50	$ 1,170.00	10000	$ 0.12		0	0	$ -
8" Ribbed Bowls Black	Edward Don	3423864	2/4/2003	Each	1	36	$ 4.25	$ 153.00	36	$ 4.25		0	0	$ -
Black Cash Box w/locking lid (Inaugural ever	Hurricane Office Supply	70564	2/16/2003	Each	1	48	$ 20.80	$ 998.40	48	$ 20.80	2nd Fl/PEC	45	48	$ 936.00
Duckcloth Bags (Moneyroom Bank Bags)	Hurricane Office Supply	70574	2/16/2003	Case	50	1	$ 80.15	$ 80.15	50	$ 1.60	Money Rm	28	50	$ 44.88
Tongs Salad 6" Black	Edward Don	3467380	2/20/2003	Each	1	12	$ 2.02	$ 24.24	12	$ 2.02		0	0	$ -
Tongs Salad 9" Black	Edward Don	3467380	2/20/2003	Each	1	12	$ 2.53	$ 30.36	12	$ 2.53		0	0	$ -
Cart Deep Ledge 22" x 30" Black	Edward Don	3467380	2/20/2003	Each	1	3	$ 179.00	$ 537.00	3	$ 179.00		0	0	$ -
Cart Stainless 3 Shelf 33" x 21"	Edward Don	3467380	2/20/2003	Each	1	2	$ 381.00	$ 762.00	2	$ 381.00		0	0	$ -
Sweeper Brushless Manual Gray	Edward Don	3467380	2/20/2003	Each	1	1	$ 74.99	$ 74.99	1	$ 74.99		0	0	$ -
Administration Office Cubicle	Walltech	Q2192	2/24/2003	Each	1	1	$ 1,507.00	$ 1,507.00	1	$ 1,507.00	COA Has	1	0	$ 1,507.00
Xtra 3-Shelf Cart Enclosed	Edward Don	3482667	2/27/2003	Each	1	3	$ 198.00	$ 594.00	3	$ 198.00		0	0	$ -
Xtra 3-Shelf Cart Enclosed	Edward Don	3482667	2/27/2003	Each	1	3	$ 198.00	$ 594.00	3	$ 198.00		0	0	$ -
Dinner Chimes	Strait Music Company	B23333	3/4/2003	Each	1	3	$ 160.00	$ 480.00	3	$ 160.00		0	0	$ -
Glass Wne 17-1/2oz. Bolla Grand	Edward Don	3506998	3/10/2003	Dozen	12	30	$ 35.80	$ 1,074.00	360	$ 2.98	BR D	0	0	$ -

EXHIBIT K
SMALLWARES INVENTORY

Tray Serving Copper Oval 29x12	Edward Don	3506998	3/10/2003	Each	1	5	$ 74.60	$ 373.00	5	$ 74.60	18a	5	5	$ 373.00
Tray Serving Copper Rectangle 22x12	Edward Don	3506998	3/10/2003	Each	1	5	$ 72.11	$ 360.55	5	$ 72.11	18a	5	5	$ 360.55
Radio Headsets for Motorola Radios	Texas Communication	5130315	3/13/2003	Each	1	20	$ 78.00	$ 1,560.00	20	$ 78.00	Turned into Salvage	0	0	$ -
Glass Wne 17-1/2oz. Bolla Grand	Edward Don	3525243	3/17/2003	Dozen	12	10	$ 35.80	$ 358.00	120	$ 2.98		120	528	$ 358.00
16" Triangle Stone Granite SS 16 Tru	Edward Don	3528860	3/18/2003	Each	1	5	$ 58.90	$ 294.50	5	$ 58.90		5	10	$ 294.50
22" Squared Quarry Stone SS22 Squ	Edward Don	3528860	3/18/2003	Each	1	5	$ 156.60	$ 783.00	5	$ 156.60		5	10	$ 783.00
30 x 23 Rec Quarry Stone SS 30 Granite	Edward Don	3528860	3/18/2003	Each	1	5	$ 174.20	$ 871.00	5	$ 174.20		5	12	$ 871.00
Grande Martini 48oz.	Edward Don	3534203	3/19/2003	Case	500	4	$ 72.00	$ 288.00	2000	$ 0.14		0	0	$ -
Grande Margarita 60oz.	Edward Don	3534203	3/19/2003	Case	500	4	$ 55.80	$ 223.20	2000	$ 0.11	18A	7	0	$ 0.78
Xtra 3-Shelf Cart Enclosed	Edward Don	3536910	3/20/2003	Each	1	1	$ 198.00	$ 198.00	1	$ 198.00		0	0	$ -
9 Comp Glass Rack X-Tall	Edward Don	3540409	3/21/2003	Each	1	54	$ 31.00	$ 1,674.00	54	$ 31.00	BR D	54	55	$ 1,674.00
4' Vinyl Strip Kit	Edward Don	3541472	3/24/2003	Each	1	1	$ 133.00	$ 133.00	1	$ 133.00		0	0	$ -
6' Vinyl Strip Kit	Edward Don	3541472	3/24/2003	Each	1	1	$ 203.00	$ 203.00	1	$ 203.00		0	0	$ -
WorkforceROI Timeclocks (ACCD & ARAM	WorkforceROI	V00100825	3/28/2003	Each	1	6	$ 1,199.00	$ 7,194.00	6	$ 1,199.00	S. Dock/N.Kit /PEC	3	3	$ 3,597.00
2120 Network Camera (for ACCD)	Applied Data Resources, Inc.	144823	4/1/2003	Each	1	5	$ 819.00	$ 4,095.00	5	$ 819.00	COA Has	0	0	$ -
14.5' x 12" Black Poly Twill Table Skirts	Edward Don	3598608	4/15/2003	Each	1	8	$ 59.50	$ 476.00	8	$ 59.50		0	0	$ -
17' x 29.5" Black Poly Twill Table Skirts	Edward Don	3598608	4/15/2003	Each	1	8	$ 78.00	$ 624.00	8	$ 78.00		0	0	$ -
Bar Mounting 2.5' (Sales Mgr)	Hurricane Office Supply	75486	4/24/2003	Each	1	1	$ 49.05	$ 49.05	1	$ 49.05	COA Has	0	0	$ -
Board Fabric 48 x 36 (Sales Dir)	Hurricane Office Supply	75486	4/24/2003	Each	1	1	$ 71.38	$ 71.38	1	$ 71.38	COA Has	0	0	$ -
Bracket Stacking (sales Dir)	Hurricane Office Supply	75486	4/24/2003	Each	1	3	$ 2.47	$ 7.41	3	$ 2.47	COA Has	0	0	$ -
Calculator Desktop TI (Sales Dir)	Hurricane Office Supply	75486	4/24/2003	Each	1	2	$ 13.76	$ 27.52	2	$ 13.76	COA Has	0	0	$ -
Chain Wrist Key Coil (sales assoc)	Hurricane Office Supply	75486	4/24/2003	Each	1	1	$ 1.52	$ 1.52	1	$ 1.52	Broken	0	0	$ -
Desk Pad 20x32 Black (Sales Dir)	Hurricane Office Supply	75486	4/24/2003	Each	1	1	$ 17.54	$ 17.54	1	$ 17.54	Broken	0	0	$ -
Holder Pencil Jumbo Mesh (Sales Dir)	Hurricane Office Supply	75486	4/24/2003	Each	1	1	$ 4.46	$ 4.46	1	$ 4.46	COA Has	0	0	$ -
Holder w/PostItNote 3x3 (Sales Dir)	Hurricane Office Supply	75486	4/24/2003	Each	1	1	$ 13.19	$ 13.19	1	$ 13.19	COA Has	0	0	$ -
HON Executive Highback Chair(Sales Dir)	Hurricane Office Supply	75486	4/24/2003	Each	1	1	$ 224.14	$ 224.14	1	$ 224.14	COA Has	0	0	$ -
Marker Sharpie (sales assoc)	Hurricane Office Supply	75486	4/24/2003	Package	2	1	$ 1.49	$ 1.49	2	$ 0.75	Used	0	0	$ -
Pen Rollerball Gel Grip (sales assoc)	Hurricane Office Supply	75486	4/24/2003	Each	1	1	$ 2.29	$ 2.29	1	$ 2.29	Used	0	0	$ -
Phone Rest Mini Black (sales mgr)	Hurricane Office Supply	75486	4/24/2003	Each	1	1	$ 6.09	$ 6.09	1	$ 6.09	Used	0	0	$ -
Planner Month Framed 36" (Sales Dir)	Hurricane Office Supply	75486	4/24/2003	Each	1	4	$ 48.57	$ 194.28	4	$ 48.57	COA Has	0	0	$ -
PostIt Flags (sales mgr)	Hurricane Office Supply	75486	4/24/2003	Each	1	2	$ 2.96	$ 5.92	2	$ 2.96	Used	0	0	$ -
PostIt Notes 3x3(sales mgr)	Hurricane Office Supply	75486	4/24/2003	Dozen	12	1	$ 7.26	$ 7.26	12	$ 0.61	Used	0	0	$ -
PostIt Notes 5x2(sales mgr)	Hurricane Office Supply	75486	4/24/2003	Dozen	12	1	$ 6.26	$ 6.26	12	$ 0.52	Used	0	0	$ -
Rest Wrist Black (Sales Assoc)	Hurricane Office Supply	75486	4/24/2003	Each	1	1	$ 6.85	$ 6.85	1	$ 6.85	Broken	0	0	$ -
Shelf Steel 2' (Sales Mgr)	Hurricane Office Supply	75486	4/24/2003	Each	1	1	$ 135.07	$ 135.07	1	$ 135.07	COA Has	0	0	$ -
Sorter Mini Mesh Bk (Sales Dir)	Hurricane Office Supply	75486	4/24/2003	Each	1	1	$ 6.56	$ 6.56	1	$ 6.56	COA Has	0	0	$ -
Sorter Stacking Mesh (Sales Dir)	Hurricane Office Supply	75486	4/24/2003	Each	1	2	$ 16.17	$ 32.34	2	$ 16.17	COA Has	0	0	$ -
Tray Letter Frontload Black (Sales Dir)	Hurricane Office Supply	75486	4/24/2003	Each	1	4	$ 4.87	$ 19.48	4	$ 4.87	COA Has	0	0	$ -
Tray Sideload Letter Black (sales assoc)	Hurricane Office Supply	75486	4/24/2003	Each	1	2	$ 6.44	$ 12.88	2	$ 6.44	COA Has	0	0	$ -
Wall Pocket Triple Wire (Sales Mgr)	Hurricane Office Supply	75486	4/24/2003	Each	1	1	$ 16.67	$ 16.67	1	$ 16.67	COA Has	0	0	$ -
Wrist Rest Adj Gel Purple Fellowes (Sales Mg	Hurricane Office Supply	75486	4/24/2003	Each	1	1	$ 27.80	$ 27.80	1	$ 27.80	Used	0	0	$ -
Wrist Rest Crystal (Sales Mgr)	Hurricane Office Supply	75486	4/24/2003	Each	1	1	$ 15.64	$ 15.64	1	$ 15.64	Used	0	0	$ -

EXHIBIT K
SMALLWARES INVENTORY

Wrist Rest Crystal (Sales Mgr)	Hurricane Office Supply	75486	4/24/2003	Each	1	1	$ 15.64	$ 15.64	1	$ 15.64	Used	0	0	$ -
Wrist Rest Gel Mousepad Fellowes (Sales Dir	Hurricane Office Supply	75486	4/24/2003	Each	1	1	$ 19.42	$ 19.42	1	$ 19.42	Used	0	0	$ -
Re-Coil Away Door System (Roll-up door)	Industrial Overhead Door Inc	20699-1096	4/28/2003	Each	1	1	$ 49,958.00	$ 49,958.00	1	$ 49,958.00	S. Dock	1	1	$ 49,958.00
Windmill Iron Deco Small	Del Tierra	CC Receipt	5/16/2003	Each	1	1	$ 20.00	$ 20.00	1	$ 20.00		1	1	$ 20.00
Windmill Wood Deco Large	Del Tierra	CC Receipt	5/16/2003	Each	1	1	$ 250.00	$ 250.00	1	$ 250.00		1	1	$ 250.00
Longhorn Iron Deco	Del Tierra	CC Receipt	5/16/2003	Each	1	2	$ 60.00	$ 120.00	2	$ 60.00		2	2	$ 120.00
Stars Large Iron Deco	Del Tierra	CC Receipt	5/16/2003	Each	1	2	$ 80.00	$ 160.00	2	$ 80.00	3rd floor	11	6	$ 880.00
Bluebonnet Silk Flower Deco	Garden Ridge	CC Receipt	5/17/2003	Each	1	383	$ 0.16	$ 61.28	383	$ 0.16		0	0	$ -
Ficus Tree Silk 7'	Garden Ridge	CC Receipt	5/17/2003	Each	1	2	$ 49.99	$ 99.98	2	$ 49.99		0	0	$ -
Ficus Tree Silk Mini Double	Garden Ridge	CC Receipt	5/17/2003	Each	1	2	$ 89.99	$ 179.98	2	$ 89.99		0	0	$ -
Indian Paintbrush Silk flower Deco	Garden Ridge	CC Receipt	5/17/2003	Each	1	55	$ 0.16	$ 8.80	55	$ 0.16		0	0	$ -
Ficus Tree Silk Mini Double	Garden Ridge	CC Receipt	5/18/2003	Each	1	2	$ 89.99	$ 179.98	2	$ 89.99		0	0	$ -
Deco-Texas SheetMetal Flags w/Barbed Wire	Austin Property Maintenance	CC2004	5/19/2003	Each	1	15	$ 25.00	$ 375.00	15	$ 25.00	2nd floor	8	4	$ 200.00
Workforce ROI Timeclock (ACCD)	WorkforceROI	INV200237	5/31/2003	Each	1	1	$ 1,199.00	$ 1,199.00	1	$ 1,199.00	COA Storage	0	0	$ -
Office Cubicle for Sales Director (ACCD now	Rockford Business Interiors	254089	6/6/2003	Each	1	1	$ 324.38	$ 324.38	1	$ 324.38	COA Has	0	0	$ -
5 oz. Glass Ramekin	Edward Don	3794407	7/2/2003	Dozen	12	124	$ 12.98	$ 1,609.52	1488	$ 1.08	BR D	2234	3180	$ 2,416.44
Plate 9-7/8" Gothic Blanc Homer	Edward Don	3818304	7/14/2003	Dozen	12	8	$ 75.86	$ 606.88	96	$ 6.32		0	0	$ -
7 oz. Reception Boullion Cup Homer	Edward Don	3829926	7/17/2003	Dozen	12	60	$ 22.00	$ 1,320.00	720	$ 1.83		0	0	$ -
Crock 2.7qt Black	Edward Don	3896704	8/13/2003	Each	1	33	$ 4.95	$ 163.35	33	$ 4.95	Used	0	0	$ -
Tray Oblong 18x14 Gdrn	Edward Don	3896704	8/13/2003	Each	1	12	$ 38.99	$ 467.88	12	$ 38.99		0	0	$ -
Tray Oblong 18x14 Gdrn	Edward Don	3932591	8/27/2003	Each	1	36	$ 38.99	$ 1,403.64	36	$ 38.99		19	44	$ 740.81
8" Ribbed Bowls Black	Edward Don	3931472	8/27/2003	Each	1	48	$ 3.50	$ 168.00	48	$ 3.50	dish	3	48	$ 10.50
10" Ribbed Bowls Black	Edward Don	3931472	8/27/2003	Each	1	48	$ 7.55	$ 362.40	48	$ 7.55	dish	16	62	$ 120.80
Crock 2.7qt Black	Edward Don	3936710	8/28/2003	Each	1	15	$ 4.95	$ 74.25	15	$ 4.95	dish	17	9	$ 84.15
Condiment Organizer 495	Edward Don	3961381	9/9/2003	Each	1	5	$ 93.20	$ 466.00	5	$ 93.20		0	0	$ -
Condiment Organizer 496	Edward Don	3961381	9/9/2003	Each	1	5	$ 118.60	$ 593.00	5	$ 118.60		0	0	$ -
Display Case	Edward Don	3961381	9/9/2003	Each	1	10	$ 153.90	$ 1,539.00	10	$ 153.90		0	0	$ -
Box Bus 15x20x7 Black Poly	Edward Don	3967163	9/10/2003	Each	1	100	$ 4.73	$ 473.00	100	$ 4.73		0	0	$ -
Glass Holder Sugar Gibralter	Edward Don	3967163	9/10/2003	Dozen	12	4	$ 17.65	$ 70.60	48	$ 1.47		0	0	$ -
Pitcher Plastic 60oz. Clr	Edward Don	3967163	9/10/2003	Case	6	17	$ 41.50	$ 705.50	102	$ 6.92		0	0	$ -
Shaker 1oz. Eiffel Tower	Edward Don	3967163	9/10/2003	Dozen	12	10	$ 8.84	$ 88.40	120	$ 0.74		0	0	$ -
Slicer Tomato 1/4" Cut	Edward Don	3967163	9/10/2003	Each	1	1	$ 225.00	$ 225.00	1	$ 225.00	cold	1	1	$ 225.00
Stock Tank 6x2x2 167gl	Callahan's	09162003	9/16/2003	Each	1	6	$ 78.00	$ 468.00	6	$ 78.00	counted other line	0	0	$ -
S/S Sauce Boat	Edward Don	3983438	9/17/2003	Each	1	72	$ 4.15	$ 298.80	72	$ 4.15		0	0	$ -
Stands Number 18HT SS	Edward Don	4002220	9/24/2003	Each	1	97	$ 8.15	$ 790.55	97	$ 8.15		100	100	$ 815.00
Spreader Butter Chateau	Edward Don	4006972	9/25/2003	Dozen	12	17	$ 19.96	$ 339.32	204	$ 1.66		0	0	$ -
Pitcher Plastic 60oz. Clr	Edward Don	4006972	9/25/2003	Case	6	18	$ 25.08	$ 451.44	108	$ 4.18		0	0	$ -
Server Coffee 40oz. White	Edward Don	4006972	9/25/2003	Each	1	180	$ 9.25	$ 1,665.00	180	$ 9.25		0	0	$ -
Box Bus 15x20x7 Black Poly	Edward Don	4006972	9/25/2003	Each	1	100	$ 4.73	$ 473.00	100	$ 4.73		0	0	$ -
Film Plas Food 12"x2000'	Edward Don	4006972	9/25/2003	Each	1	4	$ 7.79	$ 31.16	4	$ 7.79		0	0	$ -
Film Plas Food 18"x2000'	Edward Don	4006972	9/25/2003	Each	1	4	$ 10.79	$ 43.16	4	$ 10.79		0	0	$ -
Knife Paring 4" Gry Handle	Edward Don	4006972	9/25/2003	Each	1	12	$ 7.64	$ 91.68	12	$ 7.64		0	0	$ -
Strainer 12" China Cap Coarse	Edward Don	4006972	9/25/2003	Each	1	1	$ 19.90	$ 19.90	1	$ 19.90		1	1	$ 19.90
Gothic 7.5oz. Coffee Cup Homer	Edward Don	4005544	9/25/2003	Dozen	12	21	$ 40.50	$ 850.50	252	$ 3.38		0	911	$ -

EXHIBIT K
SMALLWARES INVENTORY

9-7/8" Gothic Plate Homer	Edward Don	4005544	9/25/2003	Dozen	12	12	$ 66.65	$ 799.80	144	$ 5.55		0	3814	$ -
Stands Number 18HT SS	Edward Don	4008244	9/26/2003	Each	1	103	$ 7.77	$ 800.31	103	$ 7.77		0	0	$ -
Shaker 1oz. Eiffel Tower	Edward Don	4011125	9/29/2003	Dozen	12	40	$ 6.99	$ 279.60	480	$ 0.58		0	0	$ -
Container 44gl Gry Brute	Edward Don	4011125	9/29/2003	Each	1	24	$ 29.99	$ 719.76	24	$ 29.99		0	0	$ -
Dolly Brute F/32 &44gl Black	Edward Don	4011125	9/29/2003	Each	1	24	$ 32.99	$ 791.76	24	$ 32.99		0	0	$ -
9-7/8" Gothic Plate Homer	Edward Don	4015275	9/30/2003	Dozen	12	18	$ 66.65	$ 1,199.70	216	$ 5.55	3rd floor	384	0	$ 2,132.80
Gothic 7.5oz. Coffee Cup	Edward Don	4015275	9/30/2003	Dozen	12	42	$ 40.50	$ 1,701.00	504	$ 3.38	3rd floor	1874	0	$ 6,324.75
Large Iron Cactus Deco	Del Tierra	CC Receipt	10/3/2003	Each	1	1	$ 151.00	$ 151.00	1	$ 151.00		0	0	$ -
Medium Iron Cactus Deco	Del Tierra	CC Receipt	10/3/2003	Each	1	1	$ 103.00	$ 103.00	1	$ 103.00		0	0	$ -
Western Iron Divide Deco	Del Tierra	CC Receipt	10/3/2003	Each	1	1	$ 236.00	$ 236.00	1	$ 236.00	DM Office	1	1	$ 236.00
Herman Miller Workstation Cubicle (Bar Mgr	Walltech	9049	12/29/2003	Each	1	1	$ 370.00	$ 370.00	1	$ 370.00	COA Has	0	0	$ -
Stool Round (Money Room ACC)	Grainger	3-569577-9	12/30/2003	Each	1	1	$ 30.15	$ 30.15	1	$ 30.15	Disposed 2008	0	0	$ -
Office Black Stool (Money Room PEC)	Grainger	3-778389-5	1/6/2004	Each	1	1	$ 130.10	$ 130.10	1	$ 130.10	PEC	1	1	$ 130.10
Broom Push 24" Hvy Dty w/handle	Edward Don	4282537	1/12/2004	Each	1	4	$ 12.60	$ 50.40	4	$ 12.60		0	0	$ -
Brush Floor Hi Lo W Handle	Edward Don	4282537	1/12/2004	Each	1	4	$ 10.80	$ 43.20	4	$ 10.80		0	0	$ -
Handle 56" Aluminum	Edward Don	4282537	1/12/2004	Each	1	4	$ 11.00	$ 44.00	4	$ 11.00		0	0	$ -
Knife Utility 8 Sanisharp White	Edward Don	4282537	1/12/2004	Each	1	6	$ 6.90	$ 41.40	6	$ 6.90		0	0	$ -
Thermometer Pocket Test w/sheath	Edward Don	4282537	1/12/2004	Each	1	12	$ 5.60	$ 67.20	12	$ 5.60		0	0	$ -
Wand Water 22" Galv Steel	Edward Don	4282537	1/12/2004	Each	1	4	$ 9.95	$ 39.80	4	$ 9.95		0	0	$ -
Jigger 1/2 oz. x 1 oz. SS	Edward Don	4282537	1/12/2004	Each	1	24	$ 1.85	$ 44.40	24	$ 1.85	Liquor Room	50	50	$ 92.50
Pourer Measured 1oz. Red	Edward Don	4282537	1/12/2004	Package	6	15	$ 21.80	$ 327.00	90	$ 3.63		150	244	$ 545.00
Hpercomm T7P Credit Card Terminal	Compass Bank	0051989	1/20/2004	Each	1	4	$ 702.00	$ 2,808.00	4	$ 702.00	Traded In	0	0	$ -
6" Ice Claw Tongs	Edward Don	4310790	1/21/2004	Each	1	105	$ 6.40	$ 672.00	105	$ 6.40		0	0	$ -
Cactus Clay Large (Rodeo event)	Miguel's Imports	Rodeo	1/21/2004	Each	1	1	$ 105.00	$ 105.00	1	$ 105.00		0	0	$ -
Cactus Clay Large (Rodeo event)	Miguel's Imports	Rodeo	1/21/2004	Each	1	1	$ 145.00	$ 145.00	1	$ 145.00		0	0	$ -
Cactus Iron 70" (Rodeo event)	Miguel's Imports	Rodeo	1/21/2004	Each	1	5	$ 275.00	$ 1,375.00	5	$ 275.00		0	0	$ -
Ladle Table Serving	Edward Don	4310790	1/21/2004	Package	2	60	$ 10.47	$ 628.20	120	$ 5.24		0	0	$ -
Plastic Spray Bottles 32oz.	Edward Don	4310790	1/21/2004	Each	1	12	$ 2.52	$ 30.24	12	$ 2.52		0	0	$ -
Thermometer Infrared Mini	Edward Don	4310790	1/21/2004	Each	1	1	$ 41.99	$ 41.99	1	$ 41.99		0	0	$ -
Salad Bowl 6-1/2 qt. Queene Anne	Edward Don	4310790	1/21/2004	Each	1	18	$ 78.80	$ 1,418.40	18	$ 78.80		0	0	$ -
Holder Menu 6x4 Clear	Edward Don	4314528	1/22/2004	Case	24	2	$ 68.83	$ 137.66	48	$ 2.87		30	0	$ 86.04
Opener Pail Bucket 16x5" Alum	Edward Don	4314528	1/22/2004	Each	1	1	$ 31.28	$ 31.28	1	$ 31.28		1	1	$ 31.28
Stock Tank 4x1.5x1 41gl (Rodeo event)	Callahan's	odeo1/31/04	1/22/2004	Each	1	12	$ 44.50	$ 534.00	12	$ 44.50	PEC Garage	7	12	$ 311.50
Pourer Measured 1oz. Red	Edward Don	4320283	1/26/2004	Package	6	5	$ 21.80	$ 109.00	30	$ 3.63		0	0	$ -
Burlap Fabric (Rodeo event)	Hancock Fabrics	01272004	1/27/2004	Foot	1	150	$ 2.77	$ 415.50	150	$ 2.77		0	0	$ -
Hollow Handle Buffet Tongs	Edward Don	4328311	1/28/2004	Each	1	60	$ 12.60	$ 756.00	60	$ 12.60		0	0	$ -
Hollow Handle Pastry Server	Edward Don	4328311	1/28/2004	Each	1	40	$ 5.35	$ 214.00	40	$ 5.35		0	0	$ -
Hollow Handle Slotted Spoon	Edward Don	4328311	1/28/2004	Each	1	32	$ 3.95	$ 126.40	32	$ 3.95		0	0	$ -
Hollow Handle Solid Spoon	Edward Don	4328311	1/28/2004	Each	1	32	$ 4.25	$ 136.00	32	$ 4.25		0	0	$ -
Stands Number 18Ht SS	Edward Don	4329361	1/28/2004	Each	1	225	$ 8.40	$ 1,890.00	225	$ 8.40		0	0	$ -
Iron Longhorn Skulls	Del Tierra	Rodeo	1/28/2004	Each	1	8	$ 60.00	$ 480.00	8	$ 60.00	2nd floor	3	3	$ 180.00
Acrylic Sheets 1/8"x24"x20" Clear Beer Trou	Austin Plastics	10857	1/30/2004	Each	1	20	$ 8.50	$ 170.00	20	$ 8.50		0	0	$ -

EXHIBIT K
SMALLWARES INVENTORY

Acrylic Sheets 1/8"x12"x20" Clear Beer Trou	Austin Plastics	10857	1/30/2004	Each	1	60	$ 5.00	$ 300.00	60	$ 5.00	3rd floor	20	20	$	100.00
Serving Bowl 3-1/4 qt. White	Edward Don	4366094	2/11/2004	Each	1	64	$ 28.00	$ 1,792.00	64	$ 28.00		0	0	$	-
12" Hand Impulse Sealer	Hubert	892077	2/26/2004	Each	1	1	$ 152.10	$ 152.10	1	$ 152.10		0	0	$	-
Container Small Rectangle	ARAMARK ADD	903670	3/3/2004	Each	1	24	$ 10.00	$ 240.00	24	$ 10.00		0	0	$	-
Holder Multi-Use Tag	ARAMARK ADD	903670	3/3/2004	Bag	25	5	$ 9.00	$ 45.00	125	$ 0.36		0	0	$	-
Identifiers Wire Pick	ARAMARK ADD	903670	3/3/2004	Package	144	4	$ 5.00	$ 20.00	576	$ 0.03		0	0	$	-
Basket Large Cone Mesh	ARAMARK ADD	903670	3/3/2004	Each	1	10	$ 29.00	$ 290.00	10	$ 29.00	2nd floor	10	3	$	290.00
Basket 3-Tier Large Metal Mesh Wire	ARAMARK ADD	903670	3/3/2004	Each	1	10	$ 41.00	$ 410.00	10	$ 41.00		0	29	$	-
Rectangle Wire Basket Large 18x4 Pastry	ARAMARK ADD	903670	3/3/2004	Each	1	24	$ 26.50	$ 636.00	24	$ 26.50	2nd Floor	50	45	$	1,325.00
Basket 17"Dx21"H Large Metal Mesh Wire	ARAMARK ADD	903672	3/5/2004	Each	1	20	$ 22.00	$ 440.00	20	$ 22.00	2nd Floor	26	19	$	572.00
Spoon Ad Coffee Barcelona	Edward Don	4536052	4/14/2004	Dozen	12	15	$ 9.60	$ 144.00	180	$ 0.80		0	0	$	-
Bag Pastry Export 18"	Edward Don	4536052	4/14/2004	Each	1	12	$ 4.99	$ 59.88	12	$ 4.99		0	0	$	-
Bag Pastry Export 24"	Edward Don	4536052	4/14/2004	Each	1	12	$ 6.49	$ 77.88	12	$ 6.49		0	0	$	-
Brush Basting Boar Bristle 2"	Edward Don	4536052	4/14/2004	Each	1	1	$ 7.21	$ 7.21	1	$ 7.21		0	0	$	-
Cleaner Shrimp 10.5" Zipout	Edward Don	4536052	4/14/2004	Each	1	6	$ 3.63	$ 21.78	6	$ 3.63		0	0	$	-
Dispenser Squeeze 24oz. Clear	Edward Don	4536052	4/14/2004	Each	1	12	$ 1.21	$ 14.52	12	$ 1.21		0	0	$	-
Cards Table Plas Number 1-100	Edward Don	4536052	4/14/2004	Set	1	1	$ 17.97	$ 17.97	1	$ 17.97		3	1	$	53.91
Spatula Scraper Hi Heat 16" Red	Edward Don	4536052	4/14/2004	Each	1	12	$ 13.06	$ 156.72	12	$ 13.06	smoke	6	6	$	78.36
Glass Cocktail 6 oz. Citation	Edward Don	4536052	4/14/2004	Dozen	12	15	$ 27.96	$ 419.40	180	$ 2.33	3rd floor	140	278	$	326.20
Glass Cordial 2-1/2 oz. Hvy Shm	Edward Don	4536052	4/14/2004	Dozen	12	4	$ 14.34	$ 57.36	48	$ 1.20	BR D	600	1548	$	717.00
Uncorking Machine Nickel	Edward Don	4538942	4/15/2004	Each	1	2	$ 199.00	$ 398.00	2	$ 199.00		0	0	$	-
Glass Cordial 2-1/2 oz. Hvy Shm	Edward Don	4538024	4/15/2004	Dozen	12	10	$ 14.34	$ 143.40	120	$ 1.20		100	835	$	119.50
Giftware (LAF event)	TJ Maxx	Cash Receipt	4/16/2004	Each	1	1	$ 24.99	$ 24.99	1	$ 24.99	Basket Room	1	0	$	24.99
Brush Oven Hvy Dty w/Handle	Edward Don	4542508	4/16/2004	Each	1	1	$ 27.99	$ 27.99	1	$ 27.99		0	0	$	-
Giftware (LAF event)	TJ Maxx	Cash Receipt	4/16/2004	Each	1	3	$ 19.99	$ 59.97	3	$ 19.99	Basket Room	1	1	$	19.99
Oasis Large Bowl (LAF event)	Tuesday Morning	Cash Receipt	4/17/2004	Each	1	2	$ 14.99	$ 29.98	2	$ 14.99	18A	2	0	$	29.98
River Edge Shallow Bowl (LAF event)	Tuesday Morning	Cash Receipt	4/17/2004	Each	1	2	$ 29.99	$ 59.98	2	$ 29.99	18A	2	0	$	59.98
Glass Vase Coni (LAF event)	Michaels	Cash Receipt	4/17/2004	Each	1	1	$ 32.99	$ 32.99	1	$ 32.99	18A	1	1	$	32.99
Glass Cordial 2-1/2 oz. Hvy Shm	Edward Don	4554309	4/21/2004	Dozen	12	4	$ 14.34	$ 57.36	48	$ 1.20	BRD	0	0	$	-
Number Signs #101-150	Edward Don	4553497	4/21/2004	Set	1	1	$ 18.00	$ 18.00	1	$ 18.00		1	1	$	18.00
Number Signs #151-200	Edward Don	4553497	4/21/2004	Set	1	1	$ 18.00	$ 18.00	1	$ 18.00		1	1	$	18.00
Food Bar 6' Ultra Dark Brown	ARAMARK ADD (Cambro)	04050852	4/26/2004	Each	1	1	$ 837.50	$ 837.50	1	$ 837.50		1	1	$	837.50
Sneezeguard Kit 6' Dark Brown	ARAMARK ADD (Cambro)	04050852	4/26/2004	Each	1	2	$ 281.50	$ 563.00	2	$ 281.50		1	1	$	281.50
Glass Cordial 2-1/2 oz. Hvy Shm	Edward Don	4563714	4/26/2004	Dozen	12	6	$ 14.34	$ 86.04	72	$ 1.20		71	136	$	84.85
Blue Hawker Light Ice cold Logo w/strap	Iowa Rotocast Plastics, Inc	12621	5/4/2004	Each	1	6	$ 29.95	$ 179.70	6	$ 29.95	Liquor Room	2	0	$	59.90
Red Hawker Light Ice cold Logo w/strap	Iowa Rotocast Plastics, Inc	12621	5/4/2004	Each	1	6	$ 29.95	$ 179.70	6	$ 29.95	3rd Floor	2	3	$	59.90
Advertising Buttons (Beer $4.50)	Mr. Button Products, Inc	28235A	5/5/2004	Each	1	25	$ 1.46	$ 36.50	25	$ 1.46		0	0	$	-
Advertising Buttons (Soda $2.50)	Mr. Button Products, Inc	28235A	5/5/2004	Each	1	25	$ 1.46	$ 36.50	25	$ 1.46		0	0	$	-
1/4" Blade Set	Edward Don	4607833	5/12/2004	Each	1	1	$ 44.00	$ 44.00	1	$ 44.00		0	0	$	-
Pusher Block Handle	Edward Don	4607833	5/12/2004	Each	1	1	$ 46.90	$ 46.90	1	$ 46.90		0	0	$	-
Carving Station w/Heat Lamp 24' x 13' x 30'	ARAMARK ADD (Bon Chef)	194050	6/30/2004	Each	1	2	$ 270.50	$ 541.00	2	$ 270.50	18a	2	2	$	541.00
Cutter Veg Wedgemaster 8 Section	Sysco	407231121	7/23/2004	Each	1	1	$ 138.75	$ 138.75	1	$ 138.75	cold	1	1	$	138.75
Moli Serve Hot Food Cart	ARAMARK ADD (Moli Int'l)	11101	8/1/2004	Each	1	15	$ 510.00	$ 7,650.00	15	$ 510.00		0	0	$	-

EXHIBIT K
SMALLWARES INVENTORY

2-Tier Mobile Folding Catering Table 6' Grap	ARAMARK ADD (Sico)	1377557	8/23/2004	Each	1	10	$ 572.00	$ 5,720.00	10	$ 572.00	captured on other line	0	0	$ -
Top Tier Drape Only 14' x 6" x 12'	ARAMARK ADD (Sico)	1377557	8/23/2004	Each	1	20	$ 106.00	$ 2,120.00	20	$ 106.00	Disposed	0	0	$ -
Mobile Folding Catering Table 29 x 72 Graph	ARAMARK ADD (Sico)	1377557	8/23/2004	Each	1	6	$ 460.00	$ 2,760.00	6	$ 460.00	3rd Floor	4	4	$ 1,840.00
Mobile Folding Catering Table 8' Graphite	ARAMARK ADD (Sico)	1377557	8/23/2004	Each	1	18	$ 558.00	$ 10,044.00	18	$ 558.00	Soda/BR D	17	18	$ 9,486.00
Desk, Credenza, Bridge Set Office Furn.(DM	Walltech	9796	8/30/2004	Set	1	1	$ 1,016.00	$ 1,016.00	1	$ 1,016.00	COA Has	0	0	$ -
Executive Chair (DM Office)	Walltech	9796	8/30/2004	Each	1	1	$ 133.00	$ 133.00	1	$ 133.00	Controller's Office	1	1	$ 133.00
2-Tier Mobile Folding Catering Table 6' Grap	ARAMARK ADD (Sico)	1378179	9/8/2004	Each	1	1	$ 572.00	$ 572.00	1	$ 572.00	captured on other line	0	0	$ -
3-Shelf HD/KD Cart	ARAMARK ADD (Vollrath)	273366	9/16/2004	Each	1	16	$ 392.02	$ 6,272.32	16	$ 392.02	kitchen	25	25	$ 9,800.50
Sandwich Co Concession Sign	Signs Express	10241	9/23/2004	Each	1	2	$ 700.00	$ 1,400.00	2	$ 700.00	2nd floor	2	2	$ 1,400.00
Tortilla Express Concession Sign	Signs Express	10241	9/23/2004	Each	1	4	$ 700.00	$ 2,800.00	4	$ 700.00	2nd floor	4	4	$ 2,800.00
Pan Fry 12" Tribute Grip 18/8	Edward Don	4933256	9/24/2004	Each	1	2	$ 53.99	$ 107.98	2	$ 53.99		0	0	$ -
Intrigue Induction Countertop	Edward Don	4941706	9/29/2004	Each	1	2	$ 540.00	$ 1,080.00	2	$ 540.00	18a	2	2	$ 1,080.00
Holder Card Metal Harp 1-1/2"	Hubert	228905	10/11/2004	Bag	12	32	$ 18.71	$ 598.72	384	$ 1.56		0	0	$ -
Truck Platform 2800 LB.	Grainger	6-105824-2	10/13/2004	Each	1	6	$ 240.90	$ 1,445.40	6	$ 240.90		0	0	$ -
14 oz. All Purpose Goblet	Edward Don	4977219	10/13/2004	Dozen	12	126	$ 24.99	$ 3,148.74	1512	$ 2.08		0	0	$ -
Truck Hand 500 LB.	Grainger	6-105824-2	10/13/2004	Each	1	1	$ 116.96	$ 116.96	1	$ 116.96		0	0	$ -
Gas Petroleum Liquified 12-7	Edward Don	4978163	10/13/2004	Case	96	1	$ 26.99	$ 26.99	96	$ 0.28	used	0	0	$ -
Wedger 8 Section NSF	Edward Don	4978163	10/13/2004	Each	1	1	$ 105.00	$ 105.00	1	$ 105.00	cold	1	1	$ 105.00
Stove Portable w/Carry Case	Edward Don	4978163	10/13/2004	Each	1	2	$ 29.99	$ 59.98	2	$ 29.99	18a	4	4	$ 119.96
Box Bus 15x20x7 Black Poly	Edward Don	4978163	10/13/2004	Each	1	250	$ 4.99	$ 1,247.50	250	$ 4.99	3rd floor	430	420	$ 2,145.70
Pitcher 60oz. Clear	Ace Mart	21113389	10/18/2004	Each	1	36	$ 3.99	$ 143.64	36	$ 3.99		0	0	$ -
Pitcher 60oz. Clear (07)	Ace Mart	21113389	10/18/2004	Each	1	16	$ 4.75	$ 76.00	16	$ 4.75		0	0	$ -
Pitcher 48oz. Bouncer	Ace Mart	21113389	10/18/2004	Each	1	5	$ 4.29	$ 21.45	5	$ 4.29		0	0	$ -
Pitcher 54oz. Bouncer	Ace Mart	21113389	10/18/2004	Each	1	7	$ 4.49	$ 31.43	7	$ 4.49		0	0	$ -
Server Black 20oz. Tilt & Pour Therm	Ace Mart	21113389	10/18/2004	Each	1	7	$ 8.48	$ 59.36	7	$ 8.48		0	0	$ -
Server Black 20oz. Tilt & Pour Therm	Ace Mart	20155370	10/18/2004	Each	1	10	$ 8.48	$ 84.80	10	$ 8.48		0	0	$ -
Server Black 42oz. Tilt & Pour Therm	Ace Mart	21113389	10/18/2004	Each	1	15	$ 11.98	$ 179.70	15	$ 11.98		0	0	$ -
Server Black 42oz. Tilt & Pour Therm	Ace Mart	20155370	10/18/2004	Each	1	10	$ 11.98	$ 119.80	10	$ 11.98		0	0	$ -
Server Eco-Serve 44oz. White Therm	Ace Mart	21113389	10/18/2004	Each	1	2	$ 8.95	$ 17.90	2	$ 8.95		0	0	$ -
Server Eco-Serve 44oz. White Therm	Ace Mart	20155370	10/18/2004	Each	1	1	$ 8.95	$ 8.95	1	$ 8.95		0	0	$ -
Server White 20oz. Tilt & Pour Therm	Ace Mart	21113389	10/18/2004	Each	1	7	$ 8.48	$ 59.36	7	$ 8.48		0	0	$ -
Server White 42oz. Tilt & Pour Therm	Ace Mart	20155370	10/18/2004	Each	1	9	$ 11.98	$ 107.82	9	$ 11.98		0	0	$ -
Server White 42oz. Tilt & Pour Therm	Ace Mart	21113389	10/18/2004	Each	1	8	$ 11.98	$ 95.84	8	$ 11.98		0	0	$ -
Server White 64oz. Tilt & Pour Therm	Ace Mart	21113389	10/18/2004	Each	1	4	$ 16.98	$ 67.92	4	$ 16.98		0	0	$ -
Server White 64oz. Tilt & Pour Therm	Ace Mart	20155370	10/18/2004	Each	1	7	$ 16.98	$ 118.86	7	$ 16.98		0	0	$ -
Pitcher 60oz. Bouncer Gold	Ace Mart	21113389	10/18/2004	Each	1	12	$ 3.99	$ 47.88	12	$ 3.99	18A	8	8	$ 31.92
Pitcher 60oz. Bouncer II	Ace Mart	21113389	10/18/2004	Each	1	9	$ 5.49	$ 49.41	9	$ 5.49		8	8	$ 43.92
Pitcher 60oz. Clear (Tx Women's Conf)	Ben E. Keith	346665	10/19/2004	Each	1	18	$ 5.98	$ 107.64	18	$ 5.98		0	18	$ -
Pitcher 60oz. Clear (Tx Women's Conf)	Ben E. Keith	346665	10/19/2004	Each	1	127	$ 5.62	$ 713.74	127	$ 5.62	BR D/3rd Floor	1800	575	$ 10,116.00

EXHIBIT K
SMALLWARES INVENTORY

Fry Basket Pit18 17x17	Ace Mart	21114970	11/3/2004	Each	1	4	$ 69.95	$ 279.80	4	$ 69.95		4	4	$	279.80
Martini Glass	Edward Don & Co	5208373	1/12/2005	Dozen	12	110	$ 24.80	$ 2,728.00	1320	$ 2.07		1387	0	$	2,866.47
Globe String Lights	Off the Deep End	nternet order	1/13/2005	Each	1	20	$ 24.95	$ 499.00	20	$ 24.95		0	0	$	-
Food Storage Box (18x26x9), Drop Over Blck	Coverco Inc	3652	1/25/2005	Each	1	54	$ 30.10	$ 1,625.40	54	$ 30.10		0	0	$	-
Plastic Scoop, clear 6"	Edward Don & Co	5243296	1/26/2005	Each	1	145	$ 3.35	$ 485.75	145	$ 3.35	Scattered	0	0	$	-
Ice Tongs SS 6"	Edward Don & Co	5243296	1/26/2005	Each	1	150	$ 6.52	$ 978.00	150	$ 6.52		0	0	$	-
Straw Caddy, 6 compartment	Edward Don & Co	5243296	1/26/2005	Each	1	5	$ 30.50	$ 152.50	5	$ 30.50		0	0	$	-
Tray Stand, Metal	Edward Don & Co	5243296	1/26/2005	Each	1	40	$ 21.55	$ 862.00	40	$ 21.55	BR D	50	50	$	1,077.50
Straw Caddy, 6 compartment	Edward Don & Co	5251243	1/31/2005	Each	1	1	$ 30.50	$ 30.50	1	$ 30.50		0	0	$	-
Quick Book 2005	Office Max	22265729	2/2/2005	Each	1	1	$ 749.95	$ 749.95	1	$ 749.95	Used	0	0	$	-
Blck Jockey Box, Dbl Tap/Head Cover	Coverco Inc	3665	2/3/2005	Each	1	20	$ 64.50	$ 1,290.00	20	$ 64.50	Liquor Room	0	0	$	-
Food Storage Box (26x18x6), Drop Over	Coverco Inc	3665	2/3/2005	Each	1	54	$ 30.10	$ 1,625.40	54	$ 30.10	3rd Floor	45	45	$	1,354.50
skirt clips 3/4" velcro	Edward Don & Co	5279075	2/9/2005	package	100	20	$ 44.17	$ 883.40	2000	$ 0.44		0	0	$	-
knife Case ("case cutlery roll deluxe")	Edward Don & Co	5279075	2/9/2005	Each	1	2	$ 27.35	$ 54.70	2	$ 27.35		0	0	$	-
Knife Slcr off 8" sanisharp	Edward Don & Co	5279075	2/9/2005	Each	1	8	$ 11.56	$ 92.48	8	$ 11.56		0	0	$	-
Mandoline Stainless Steel	Edward Don & Co	5279075	2/9/2005	Each	1	1	$ 155.36	$ 155.36	1	$ 155.36		0	0	$	-
Paring Knife Euro Class, 3 1/2"	Edward Don & Co	5279075	2/9/2005	Each	1	2	$ 15.71	$ 31.42	2	$ 15.71		0	0	$	-
Number Stands, 12"	Edward Don & Co	5278397	2/9/2005	Each	1	30	$ 7.42	$ 222.60	30	$ 7.42		0	38	$	-
Number Stands, 12"	Edward Don & Co	5279075	2/9/2005	Each	1	120	$ 7.42	$ 890.40	120	$ 7.42	BR D	200	200	$	1,484.00
Serving Ladle 2oz	Edward Don & Co	5285646	2/11/2005	Each	1	72	$ 5.50	$ 396.00	72	$ 5.50		66	131	$	363.00
Lexan, Clear 18x26x9"	Sysco	502161028	2/16/2005	Each	1	14	$ 30.27	$ 423.78	14	$ 30.27	Scattered	18	15	$	544.86
Food Storage Cont 18x26x6"	Ben E Keith	467374	2/16/2005	Each	1	14	$ 24.84	$ 347.76	14	$ 24.84	Scattered	24	24	$	596.16
Lexan, Clear 18x26x6"	Sysco	502161028	2/16/2005	Each	1	8	$ 23.02	$ 184.16	8	$ 23.02	Scattered	57	57	$	1,312.14
Food Storage Cont 18x26x9"	Ben E Keith	46374	2/16/2005	Each	1	10	$ 32.87	$ 328.70	10	$ 32.87	Scattered	96	96	$	3,155.52
bottle and can openner	Edward Don & Co	5301211	2/17/2005	package	50	4	$ 9.40	$ 37.60	200	$ 0.19		0	0	$	-
Shaker, 1oz Eiffel Tower	Edward Don & Co	5301211	2/17/2005	Dozen	12	30	$ 7.99	$ 239.70	360	$ 0.67		0	0	$	-
Sugar Holders, Glass	Edward Don & Co	5301211	2/17/2005	Dozen	12	14	$ 20.80	$ 291.20	168	$ 1.73	Scattered	261	240	$	452.40
bottle and can openner	Sysco	502190320	2/19/2005	Each	1	500	$ 2.40	$ 1,200.00	500	$ 2.40		0	0	$	-
Food Storage Box Cover 26 x 18 x 6 Drop Ov	Coverco Inc.	3686	2/22/2005	Each	1	50	$35.00	$ 1,750.00	50	$ 35.00		0	0	$	-
Food Storage Box 18 x 26 x 9 Drop Over Blac	Coverco Inc.	3686	2/22/2005	Each	1	50	$35.00	$ 1,750.00	50	$ 35.00	Soda Room	9	8	$	315.00
Buffet Tongs, Hollow Handle	Edward Don & Co	5313784	2/23/2005	Each	1	150	$ 13.25	$ 1,987.50	150	$ 13.25		0	0	$	-
skirts, blck, 21.5'x29"	Edward Don & Co	5313678	2/23/2005	Each	1	35	$ 147.00	$ 5,145.00	35	$ 147.00		0	0	$	-
chef knife 12"	Edward Don & Co	5313718	2/23/2005	Each	1	2	$ 39.80	$ 79.60	2	$ 39.80		0	0	$	-
ice chisel set	Edward Don & Co	5313718	2/23/2005	Each	1	1	$ 265.00	$ 265.00	1	$ 265.00	Brad's office	1	1	$	265.00
Serving Tray, SS, 30x20" Soprano	Edward Don & Co	5313730	2/23/2005	Each	1	10	$ 104.50	$ 1,045.00	10	$ 104.50		10	10	$	1,045.00
Dinner Forks, Chateau	Edward Don & Co	5323263	2/28/2005	Dozen	12	99	$ 18.35	$ 1,816.65	1188	$ 1.53		0	0	$	-
Dinner Knife, Chateau	Edward Don & Co	5324421	2/28/2005	Dozen	12	36	$ 34.45	$ 1,240.20	432	$ 2.87	3rd floor	0	0	$	-
Teaspoons, Chateau	Edward Don & Co	5324421	2/28/2005	Dozen	12	81	$ 13.70	$ 1,109.70	972	$ 1.14	BR D Storage	2124	0	$	2,424.90
Glass Racks 25 comp gray +2 EXTD	Edward Don & Co	5324423	2/28/2005	Each	1	17	$ 31.99	$ 543.83	17	$ 31.99	BRD	107	275	$	3,422.93
Dinner Forks, Chateau	Edward Don & Co	5324421	2/28/2005	Dozen	12	51	$ 18.35	$ 935.85	612	$ 1.53	3rd floor	600	380	$	917.50
Glass Racks 25s434 25 Comp Gray	Edward Don & Co	5324423	2/28/2005	Each	1	43	$ 24.53	$ 1,054.79	43	$ 24.53	BR D	123	576	$	3,017.19
Dinner Knife, Chateau	Edward Don & Co	5323263	2/28/2005	Dozen	12	114	$ 34.45	$ 3,927.30	1368	$ 2.87	BR D	987	700	$	2,833.51

EXHIBIT K
SMALLWARES INVENTORY

Soup, Chateau	Edward Don & Co	5323263	2/28/2005	Dozen	12	69	$ 13.70	$ 945.30	828	$ 1.14		0	760	$ -
Glass Goblets, Embassy	Edward Don & Co	5324422	2/28/2005	Dozen	12	150	$ 26.59	$ 3,988.50	1800	$ 2.22	BR D	900	946	$ 1,994.25
skirts, blck, 21.5'x29"	Edward Don & Co	5347789	3/8/2005	Each	1	80	$ 147.00	$ 11,760.00	80	$ 147.00		0	0	$ -
Concession Signs	Kinkos	PC	3/13/2005	Each	1	10	$ 87.68	$ 876.80	10	$ 87.68		0	0	$ -
skirts, blck, 21.5'x29"	Edward Don & Co	5393483	3/24/2005	Each	1	20	$ 147.00	$ 2,940.00	20	$ 147.00		0	0	$ -
Crystal Bowls	Tuesday Morning	PC	3/26/2005	Each	1	25	$ 5.24	$ 131.00	25	$ 5.24	18A	18	12	$ 94.32
Bar Strainer, 2 prong, SS	Edward Don & Co	5399737	3/28/2005	Each	1	14	$ 2.99	$ 41.86	14	$ 2.99		0	0	$ -
Shaker, Bar, SS, 28oz	Edward Don & Co	5399737	3/28/2005	Each	1	10	$ 5.99	$ 59.90	10	$ 5.99	N. Kitchen	15	20	$ 89.85
3 Tier Black poly glass rimmer	Edward Don & Co	5399737	3/28/2005	Each	1	16	$ 12.99	$ 207.84	16	$ 12.99	Liquor Room	30	25	$ 389.70
Bar Caddy, Blck, plst	Edward Don & Co	5399737	3/28/2005	Each	1	8	$ 6.99	$ 55.92	8	$ 6.99	Liquor Room	30	35	$ 209.70
Measured Pourers 1oz	Edward Don & Co	5399737	3/28/2005	package	6	24	$ 24.90	$ 597.60	144	$ 4.15	Liquor Room	250	244	$ 1,037.50
Wedding Cake Knife SS, 12 1/2"	Edward Don & Co	5407241	3/30/2005	Each	1	156	$ 8.95	$ 1,396.20	156	$ 8.95	N. Kitchen	3	116	$ 26.85
Number Sign 4"	Edward Don & Co	5416554	4/1/2005	Each	1	1	$ 10.20	$ 10.20	1	$ 10.20		0	0	$ -
Measured Pourers 1oz	Edward Don & Co	5419298	4/4/2005	package	6	37	$ 24.90	$ 921.30	222	$ 4.15	Liquor Room	100	0	$ 415.00
Cash Register #8 drawer shell and till	Capitol Cash Register	59026	4/19/2005	Each	1	1	$ 105.00	$ 105.00	1	$ 105.00	(repair)	1	1	$ 105.00
1/8" Julienne Blade R461	Edward Don & Co	5466326	4/20/2005	Each	1	1	$ 238.00	$ 238.00	1	$ 238.00		1	1	$ 238.00
1/8" Slicing Plate R446	Edward Don & Co	5466326	4/20/2005	Each	1	1	$ 210.00	$ 210.00	1	$ 210.00		1	1	$ 210.00
S-Blade, R422	Edward Don & Co	5466326	4/20/2005	Each	1	1	$ 165.00	$ 165.00	1	$ 165.00		1	1	$ 165.00
Toaster 8 slot electronic 115v	Edward Don & Co	5477984	4/25/2005	Each	1	1	$ 528.00	$ 528.00	1	$ 528.00	Soda Room	2	2	$ 1,056.00
Urn 3 Gallon, New York	Edward Don & Co	5490848	4/28/2005	Each	1	3	$ 398.00	$ 1,194.00	3	$ 398.00	Soda Room	3	3	$ 1,194.00
8' Classroom Table Covers	Kule Designs LLC	10553	4/28/2005	Each	1	6	$70.00	$ 420.00	6	$ 70.00		20	20	$ 1,400.00
6' Two-Tier Sico Table Covers	Kule Designs LLC	10553	4/28/2005	Each	1	6	$98.00	$ 588.00	6	$ 98.00	3rd floor	31	30	$ 3,038.00
8' Buffet Table Covers	Kule Designs LLC	10553	4/28/2005	Each	1	6	$75.00	$ 450.00	6	$ 75.00	3rd floor	41	40	$ 3,075.00
Counter Top Freezer Display	Edward Don & Co	5495199	4/29/2005	Each	1	1	$ 1,498.00	$ 1,498.00	1	$ 1,498.00	stolen/katrina	0	0	$ -
Therm 48 Lead ES44	EcoLab	5700566	5/5/2005	Each	1	1	$ 67.50	$ 67.50	1	$ 67.50		1	0	$ 67.50
Thermometer, 96" Lead ES44	EcoLab	5700566	5/5/2005	Each	1	1	$ 67.50	$ 67.50	1	$ 67.50		1	0	$ 67.50
Mini Safe (@ACC)	Cothrons	332090	5/9/2005	Each	1	1	$ 463.60	$ 463.60	1	$ 463.60	Money Rm	1	1	$ 463.60
Rotary Hopper Safe (@PEC)	Cothrons	332090	5/9/2005	Each	1	1	$ 299.44	$ 299.44	1	$ 299.44	PEC	1	1	$ 299.44
TL15 Buglary Safe (@PEC)	Cothrons	332090	5/9/2005	Each	1	1	$ 1,530.00	$ 1,530.00	1	$ 1,530.00	PEC	1	1	$ 1,530.00
Mini Drop Safe (@ACC)	Cothrons	332090	5/9/2005	Each	1	3	$ 434.62	$ 1,303.86	3	$ 434.62	Money Rm	3	3	$ 1,303.86
6' Two-Tier Sico Table Covers	Kule Designs LLC	10563	5/9/2005	Each	1	6	$98.00	$ 588.00	6	$ 98.00	3rd floor	15	15	$ 1,470.00
8' Buffet Table Covers	Kule Designs LLC	10563	5/9/2005	Each	1	4	$72.00	$ 288.00	4	$ 72.00	Linen Room	10	97	$ 720.00
Bread Pan 4 strap open 16-18oz	Edward Don & Co	5599946	6/7/2005	Each	1	4	$ 33.50	$ 134.00	4	$ 33.50	dish	4	4	$ 134.00
defcon cable for CapEx computer	CompUSA	pc	6/21/2005	Each	1	1	$ 29.99	$ 29.99	1	$ 29.99	Used	0	0	$ -

EXHIBIT K
SMALLWARES INVENTORY

HACCP Manager Thermometer	Edward Don & Co	5638552	6/21/2005	Each	1	2	$ 392.00	$ 784.00	2	$ 392.00		0	0	$ -
3/8" Slicing Plate	Edward Don & Co	5638510	6/21/2005	Each	1	1	$ 187.50	$ 187.50	1	$ 187.50		1	1	$ 187.50
Stainless Steel Bowl	Edward Don & Co	5638510	6/21/2005	Each	1	1	$ 598.00	$ 598.00	1	$ 598.00	cold	1	1	$ 598.00
Fry Basket Taco Salad	Ace Mart	20184570	6/28/2005	Each	1	2	$ 49.99	$ 99.98	2	$ 49.99	smoke	2	2	$ 99.98
Tip Jars w/removable bottom	Ace Mart	20184570	6/28/2005	Each	1	48	$ 6.99	$ 335.52	48	$ 6.99	Liquor Room/2nd Floor	5	9	$ 34.95
Machine Stand SS	Edward Don & Co	5666868	6/30/2005	Each	1	1	$ 385.90	$ 385.90	1	$ 385.90	lost @ katrina	0	0	$ -
Wire Whip for 60QT Hobart Mixer	Edward Don & Co	5671798	7/1/2005	Each	1	1	$ 213.75	$ 213.75	1	$ 213.75	cold	1	1	$ 213.75
Galaxcy Popcorn Popper	Edward Don & Co	5678219	7/6/2005	Each	1	1	$ 1,895.50	$ 1,895.50	1	$ 1,895.50	3rd floor	2	6	$ 3,791.00
Kit SNZGRD 6' Black w/ Door 5UBR-Black	Cambro	05097275-0	7/12/2005	Each	1	1	$281.50	$ 281.50	1	$ 281.50	3rd floor	3	2	$ 844.50
Door 5UBR-Black	Cambro	05097275-1	7/26/2005	Each	1	4	$ 24.08	$ 96.32	4	$ 24.08		0	0	$ -
Basket 3-Tier Mesh Large	Aramark Direct Dropship	79917555	8/9/2005	Each	1	6	$41.19	$ 247.14	6	$ 41.19	2nd Floor	22	22	$ 906.18
Tray Small Mesh Wire 12x16	Aramark Direct Dropship	79917555	8/9/2005	Each	1	36	$26.19	$ 942.84	36	$ 26.19	South Dock Hallway/S. Kitchen	70	70	$ 1,833.30
5 Gallon Beverage Server Cover Black	Coverco Inc.	3902	8/11/2005	Each	1	24	$ 41.28	$ 990.72	24	$ 41.28	Linen Room	0	0	$ -
12 pc oversized vase	Garden Ridge	pc	8/13/2005	Each	1	1	$ 39.99	$ 39.99	1	$ 39.99		0	0	$ -
18IN Ferm	Garden Ridge	pc	8/13/2005	Each	1	3	$ 15.00	$ 45.00	3	$ 15.00		0	0	$ -
2x4x12 grn	Garden Ridge	pc	8/13/2005	Each	1	5	$ 0.88	$ 4.40	5	$ 0.88		0	0	$ -
3 ft assorted leaf floor plant	Garden Ridge	pc	8/13/2005	Each	1	3	$ 26.99	$ 80.97	3	$ 26.99		0	0	$ -
30 in, wide oversized vase	Garden Ridge	pc	8/13/2005	Each	1	1	$ 39.99	$ 39.99	1	$ 39.99		0	0	$ -
31 in mediterane	Garden Ridge	pc	8/13/2005	Each	1	3	$ 29.99	$ 89.97	3	$ 29.99		0	0	$ -
3x4x8 Designer	Garden Ridge	pc	8/13/2005	Each	1	7	$ 1.44	$ 10.08	7	$ 1.44		0	0	$ -
4 ft mixed foliage	Garden Ridge	pc	8/13/2005	Each	1	7	$ 31.49	$ 220.43	7	$ 31.49		0	0	$ -
4 ft Yucca	Garden Ridge	pc	8/13/2005	Each	1	2	$ 53.99	$ 107.98	2	$ 53.99		0	0	$ -
4x12 in green co	Garden Ridge	pc	8/13/2005	Each	1	4	$ 1.88	$ 7.52	4	$ 1.88		0	0	$ -
6 ft Beech Tree	Garden Ridge	pc	8/13/2005	Each	1	1	$ 89.99	$ 89.99	1	$ 89.99		0	0	$ -
Asian Willow	Garden Ridge	pc	8/13/2005	Each	1	5	$ 6.99	$ 34.95	5	$ 6.99		0	0	$ -
Large Mix Foliage Basket	Garden Ridge	pc	8/13/2005	Each	1	3	$ 22.49	$ 67.47	3	$ 22.49		0	0	$ -
Mix Foliage Basket	Garden Ridge	pc	8/13/2005	Each	1	1	$ 16.19	$ 16.19	1	$ 16.19		0	0	$ -
mixed Ledge Bark	Garden Ridge	pc	8/13/2005	Each	1	4	$ 25.00	$ 100.00	4	$ 25.00		0	0	$ -
Ocean Tall Gold/Wedgend	Garden Ridge	pc	8/13/2005	Each	1	1	$ 9.99	$ 9.99	1	$ 9.99		0	0	$ -
Tall Bouquet-MA	Garden Ridge	pc	8/13/2005	Each	1	3	$ 9.99	$ 29.97	3	$ 9.99		0	0	$ -
Tall Wedgewood/green bouquet	Garden Ridge	pc	8/13/2005	Each	1	1	$ 9.99	$ 9.99	1	$ 9.99		0	0	$ -
7.5IN Ficus w/trim in basket	Garden Ridge	pc	8/13/2005	Each	1	4	$ 119.99	$ 479.96	4	$ 119.99	Basket Room	4	0	$ 479.96
Tall Red./Green Bouquet, Zebra	Garden Ridge	pc	8/13/2005	Each	1	1	$ 9.99	$ 9.99	1	$ 9.99	Basket Room	1	1	$ 9.99
21in assorted greenery	Garden Ridge	pc	8/13/2005	Each	1	3	$ 11.69	$ 35.07	3	$ 11.69	Basket Room	3	3	$ 35.07
4 ft Green Yucca	Garden Ridge	pc	8/13/2005	Each	1	6	$ 53.99	$ 323.94	6	$ 53.99	Basket Room	3	3	$ 161.97

EXHIBIT K
SMALLWARES INVENTORY

3 ft chili peppers	Garden Ridge	pc	8/13/2005	Each	1	10	$ 9.99	$ 99.90	10	$ 9.99	2nd Floor	5	7	$	49.95
3 ft garlic garlands	Garden Ridge	pc	8/13/2005	Each	1	12	$ 9.99	$ 119.88	12	$ 9.99		5	14	$	49.95
23 inch oval baskets	Garden Ridge	pc	8/13/2005	Each	1	24	$ 2.99	$ 71.76	24	$ 2.99	Basket Room	11	14	$	32.89
Topiary, 4ft vine	Garden Ridge	pc	8/13/2005	Each	1	10	$ 39.99	$ 399.90	10	$ 39.99	Basket Room	8	0	$	319.92
Fabric, 1" Red Check	Jo-Ann Fabrics & Craft	pc	8/14/2005	yard	1	7.83	$ 2.99	$ 23.41	7.83	$ 2.99		0	0	$	-
Fabric, 1/16" Red Check	Jo-Ann Fabrics & Craft	pc	8/14/2005	yard	1	13.56	$ 2.99	$ 40.54	13.56	$ 2.99		0	0	$	-
Fabric, 1/4" Red Check	Jo-Ann Fabrics & Craft	pc	8/14/2005	yard	1	5.25	$ 2.99	$ 15.70	5.25	$ 2.99		0	0	$	-
Fabric, Expectations MAG	Jo-Ann Fabrics & Craft	pc	8/14/2005	yard	1	6.00	$ 3.00	$ 18.00	6	$ 3.00		0	0	$	-
Fabric, Gingham Rouge	Jo-Ann Fabrics & Craft	pc	8/14/2005	yard	1	3.28	$ 4.89	$ 16.04	3.28	$ 4.89		0	0	$	-
Fabric, Keslowe Merlo	Jo-Ann Fabrics & Craft	pc	8/14/2005	yard	1	12.00	$ 9.00	$ 108.00	12	$ 9.00		0	0	$	-
Fabric, Mileau Moonstone	Jo-Ann Fabrics & Craft	pc	8/14/2005	yard	1	7.00	$ 6.00	$ 42.00	7	$ 6.00		0	0	$	-
Fabric, Olive Solid	Jo-Ann Fabrics & Craft	pc	8/14/2005	yard	1	8.00	$ 4.89	$ 39.12	8	$ 4.89		0	0	$	-
Fabric, Olympic Seafoam	Jo-Ann Fabrics & Craft	pc	8/14/2005	yard	1	20.00	$ 3.00	$ 60.00	20	$ 3.00		0	0	$	-
Fabric, Roni Hunter	Jo-Ann Fabrics & Craft	pc	8/14/2005	yard	1	3.69	$ 4.00	$ 14.76	3.69	$ 4.00		0	0	$	-
Fabric, Scarlett	Jo-Ann Fabrics & Craft	pc	8/14/2005	yard	1	7.75	$ 2.99	$ 23.17	7.75	$ 2.99		0	0	$	-
Fabric, Sheridan Teal	Jo-Ann Fabrics & Craft	pc	8/14/2005	yard	1	8.00	$ 3.00	$ 24.00	8	$ 3.00		0	0	$	-
Fabric, Wine SLKESNC	Jo-Ann Fabrics & Craft	pc	8/14/2005	yard	1	15.53	$ 2.79	$ 43.33	15.53	$ 2.79		0	0	$	-
Fabric, Ababca Spice	Jo-Ann Fabrics & Craft	pc	8/14/2005	yard	1	9.88	$ 4.89	$ 48.31	9.88	$ 4.89	2nd floor	1	0	$	4.89
Fabric, Purple Aztec	Jo-Ann Fabrics & Craft	pc	8/14/2005	yard	1	6.33	$ 4.00	$ 25.32	6.33	$ 4.00	2nd floor	1	0	$	4.00
Fabric, Rasberry Aztec	Jo-Ann Fabrics & Craft	pc	8/14/2005	yard	1	13.44	$ 4.00	$ 53.76	13.44	$ 4.00	2nd floor	1	0	$	4.00
Fabric, Assorted	Jo-Ann Fabrics & Craft	pc	8/14/2005	yard	1	14.19	$ 2.99	$ 42.43	14.19	$ 2.99	Basket Room	6	6	$	17.94
2'X17' styreme slats (concession signage)	Signs Express	10298	8/25/2005	each	1	18	$ 12.14	$ 218.52	18	$ 12.14		0	0	$	-
Radio Batteries	BearCom	3322459	8/29/2005	Each	1	12	$ 78.00	$ 936.00	12	$ 78.00	COA Has	0	0	$	-
Mayonnaise Whip 48" SS	Edward Don & Co	5701810	9/7/2005	Each	1	1	$ 48.14	$ 48.14	1	$ 48.14	cold	0	0	$	-
Glass Rack	Edward Don & Co	5701810	9/7/2005	Each	1	1	$ 27.27	$ 27.27	1	$ 27.27	BR D	255	255	$	6,953.85
Computer Case for CapEx computer	CompUSA	pc	9/21/2005	Each	1	1	$ 69.99	$ 69.99	1	$ 69.99	Broken	0	0	$	-
USB cord for above computer	CompUSA	pc	9/21/2005	Each	1	1	$ 38.06	$ 38.06	1	$ 38.06	Broken	0	0	$	-
Computer HP ZV6130 (cap ex computer)	CompUSA	pc	9/21/2005	Each	1	1	$ 1,049.99	$ 1,049.99	1	$ 1,049.99	CapExOfc	1	1	$	1,049.99
Blade Assembly for new dicer 3/8"	Hubert	630101	10/6/2005	Each	1	1	$ 98.10	$ 98.10	1	$ 98.10		1	1	$	98.10
Dicer, 1/4" cut	Hubert	630101	10/6/2005	Each	1	1	$ 190.80	$ 190.80	1	$ 190.80		1	1	$	190.80
Dicer, 3/8" cut	Hubert	630101	10/6/2005	Each	1	1	$ 190.80	$ 190.80	1	$ 190.80		1	1	$	190.80
Black Bus Tubs	Edward Don & Co	5941617	10/12/2005	Each	1	200	$ 3.18	$ 636.00	200	$ 3.18	Liquor Room/2nd Floor/S. Kitchen	40	0	$	127.20
52" Mitsubishi HDTV DLP	Fry's Electronics	4915523	10/14/2005	Each	1	1	$ 3,199.00	$ 3,199.00	1	$ 3,199.00	COA Has	0	0	$	-
Plastic Water Pitcher 60 oz	Edward Don & Co	5951856	10/17/2005	case	6	109	$ 18.18	$ 1,981.62	654	$ 3.03	Liquor Room	0	0	$	-
Number Stands, 12"	Edward Don & Co	5956370	10/18/2005	Each	1	150	$ 5.96	$ 894.00	150	$ 5.96		0	0	$	-
Number Stands, 12"	Edward Don & Co	5961727	10/19/2005	Each	1	36	$ 5.96	$ 214.56	36	$ 5.96		0	0	$	-
Trash Can 44 Gal, gray	Ben E Keith	722055	10/19/2005	Each	1	5	$ 35.77	$ 178.85	5	$ 35.77	N. Kitchen	5	5	$	178.85

EXHIBIT K
SMALLWARES INVENTORY

Trash Can 55 gal, gray	Ben E Keith	722055	10/19/2005	Each	1	5	$ 54.68	$ 273.40	5	$ 54.68	N. Kitchen	5	5	$	273.40
Pie Server Spatula Wedding Cake Knife 12 1/	Edward Don & Co	5964841	10/20/2005	Each	1	500	$ 2.82	$ 1,410.00	500	$ 2.82	dish	238	0	$	671.16
Trash Dolly	Ben E Keith	724730	10/22/2005	Each	1	20	$ 38.96	$ 779.20	20	$ 38.96	N.Kitchen	10	10	$	389.60
Teaspoons, Chateau	Edward Don & Co	5976091	10/25/2005	Dozen	12	84	$ 12.55	$ 1,054.20	1008	$ 1.05	BR D	873	0	$	913.01
Aprons - 35x48 yellow	Hubert	659942	10/28/2005	Each	1	12	$ 8.54	$ 102.48	12	$ 8.54		0	0	$	-
Ink for 1 line Gun	Hubert	655942	10/28/2005	Each	1	1	$ 4.49	$ 4.49	1	$ 4.49		0	0	$	-
Label Gun, 1 Line Date	Hubert	659942	10/28/2005	Each	1	1	$ 116.10	$ 116.10	1	$ 116.10		0	0	$	-
Plain white label for 1 line Gun	Hubert	659942	10/28/2005	box	1	4	$ 75.59	$ 302.36	4	$ 75.59		0	0	$	-
Pastry Server, hollow handle	Edward Don & Co	5042538	11/8/2005	Each	1	204	$ 3.75	$ 765.00	204	$ 3.75		0	0	$	-
Belt Clips for Motorola Radios	APW Electronics	113519	11/28/2005	Each	1	24	$ 11.50	$ 276.00	24	$ 11.50	COA Has	0	0	$	-
Cake Cover 12" clear plastic	Edward Don & Co	5163378	12/22/2005	Each	1	6	$ 14.86	$ 89.16	6	$ 14.86	N.Kitchen	3	0	$	44.58
Cake Cover 12" clear plastic	Edward Don & Co	5166728	12/27/2005	Each	1	6	$ 14.86	$ 89.16	6	$ 14.86	18a	3	0	$	44.58
Cake Stand	Edward Don & Co	5166728	12/27/2005	Each	1	12	$ 28.98	$ 347.76	12	$ 28.98	18a	10	6	$	289.80
Dicing kit 10x10mm incl. slicing plate 28130	Dave Waleske	082806	1/5/2006	Each	1	1	$321.35	$ 321.35	1	$ 321.35	cold	1	1	$	321.35
Dicing Kit 25x25mm incl. slicing plate 28133	Dave Waleske	082806	1/5/2006	Each	1	1	$321.35	$ 321.35	1	$ 321.35	cold	1	1	$	321.35
Dicing kit 5x5mm incl. slicing plate 28128	Dave Waleske	082806	1/5/2006	Each	1	1	$336.78	$ 336.78	1	$ 336.78	cold	1	1	$	336.78
French Fry Set, 10x10mm fits CL50 CL55 CL	Dave Waleske	082806	1/5/2006	Each	1	1	$273.15	$ 273.15	1	$ 273.15	cold	1	1	$	273.15
Grating Plate Med. 3mm fits CL50 CL55 CL6	Dave Waleske	082806	1/5/2006	Each	1	1	$157.73	$ 157.73	1	$ 157.73	cold	1	1	$	157.73
Julienne Plate 4x4mm fits CL50 CL55 CL60	Dave Waleske	082806	1/5/2006	Each	1	1	$165.38	$ 165.38	1	$ 165.38	cold	1	1	$	165.38
Slicing Plate 8mm for R4,R6,CL50, CL52&C	Dave Waleske	082806	1/5/2006	Each	1	1	$157.73	$ 157.73	1	$ 157.73	cold	1	1	$	157.73
Color LSRJT 2600N PTR	Office Max	42940840	1/23/2006	Each	1	2.00	$392.87	$ 785.74	2	$ 392.87	Anth Office	1	1	$	392.87
Tongs Ice Claw SS 6"	Edward Don & Company	6227785	1/25/2006	Each	1	120	$4.24	$ 508.80	120	$ 4.24		0	0	$	-
DS100/ Diamond series folding chair blk/navy	Specialized Seating, Inc.	5106	1/26/2006	Each	1	50	$84.50	$ 4,225.00	50	$ 84.50	COA Storage	0	0	$	-
Storage Cabinet for PEC money rm. Grey 78x	Office Max	23596807	2/1/2006	Each	1	1	$243.55	$ 243.55	1	$ 243.55	Broken	0	0	$	-
Steel Troughs 137 Gal 225-B	Callahans's	Cash Receipt	2/1/2006	Each	1	2	$85.00	$ 170.00	2	$ 85.00	3rd floor	4	4	$	340.00
Steel Troughs 107 Gal. 224-B	Callahans's	Cash Receipt	2/1/2006	Each	1	4	$67.50	$ 270.00	4	$ 67.50	PEC Garage	7	7	$	472.50
Steel Troughs 167 Gal. 226-B	Callahans's	Cash Receipt	2/1/2006	Each	1	5	$100.00	$ 500.00	5	$ 100.00	PEC Garage	9	9	$	900.00
Ice Carts	Edward Don & Company	6247220	2/1/2006	Each	1	6	$375.90	$ 2,255.40	6	$ 375.90		0	0	$	-
60' tall Saguaro cactus-garden art steel	Muleshow Metal Art	46087	2/2/2006	Each	1	12	$240.00	$ 2,880.00	12	$ 240.00	2nd Floor	12	12	$	2,880.00
Banner 3x6 (WATER/SODA)	Compu Signs	51269	2/3/2006	Each	1	3	$65.00	$ 195.00	3	$ 65.00	Adrian's Ofc	1	3	$	65.00
Banner 3x6 (FULL BAR)	Compu Signs	51269	2/3/2006	Each	1	6	$65.00	$ 390.00	6	$ 65.00	Adrian's Ofc	3	3	$	195.00
Banner 3x6 (BEER ONLY)	Compu Signs	51269	2/3/2006	Each	1	6	$65.00	$ 390.00	6	$ 65.00	Adrian's Ofc	3	3	$	195.00
Holland Stone River Red Bricks for décor	The Home Depot	8418-16609	2/7/2006	Each	1	700	$0.69	$ 483.00	700	$ 0.69	3rd Floor	680	0	$	469.20
28" Wok (Item JR- 5228)	Able Kitchen	020806	2/8/2006	Each	1	2	$65.00	$ 130.00	2	$ 65.00	18a	3	3	$	195.00
AA2 Pacific JWL MOS	Jo-Ann Fabrics	Cash Receipt	2/9/2006	Yards	1	0	$3.00	$ 0.17	0.056	$ 3.00		0	0	$	-
AA2 Pacific JWL MOS	Jo-Ann Fabrics	Cash Receipt	2/9/2006	Yards	1	10	$6.00	$ 60.00	10	$ 6.00		0	0	$	-
AW Saxon Olive	Jo-Ann Fabrics	Cash Receipt	2/9/2006	Yards	1	1	$3.00	$ 3.92	1.306	$ 3.00		0	0	$	-
AW Saxon Olive	Jo-Ann Fabrics	Cash Receipt	2/9/2006	Yards	1	39	$6.00	$ 232.84	38.806	$ 6.00		0	0	$	-

EXHIBIT K
SMALLWARES INVENTORY

C ranberry Casa Satin	Jo-Ann Fabrics	Cash Receipt	2/9/2006	Yards	1	1	$2.79	$	3.60	1.29	$	2.79		0	0	$ -
Camel SLKESNC	Jo-Ann Fabrics	Cash Receipt	2/9/2006	Yards	1	1	$1.99	$	2.76	1.388	$	1.99		0	0	$ -
Camel SLKESNC	Jo-Ann Fabrics	Cash Receipt	2/9/2006	Yards	2	2	$3.99	$	7.98	4	$	2.00		0	0	$ -
Cranberry Casa Satim	Jo-Ann Fabrics	Cash Receipt	2/9/2006	Yards	1	5	$5.59	$	27.95	5	$	5.59		0	0	$ -
Cranberry Casa SHEE	Jo-Ann Fabrics	Cash Receipt	2/9/2006	Yards	1	1	$2.79	$	2.71	0.972	$	2.79		0	0	$ -
Cranberry Casa SHEE	Jo-Ann Fabrics	Cash Receipt	2/9/2006	Yards	1	5	$5.59	$	27.95	5	$	5.59		0	0	$ -
Crushed Voile Slate	Jo-Ann Fabrics	Cash Receipt	2/9/2006	Yards	1	0	$4.49	$	1.87	0.417	$	4.49		0	0	$ -
Crushed Voile Slate	Jo-Ann Fabrics	Cash Receipt	2/9/2006	Yards	1	20	$8.99	$	179.80	20	$	8.99		0	0	$ -
HNTR SLKESNC	Jo-Ann Fabrics	Cash Receipt	2/9/2006	Yards	1	12	$3.99	$	47.88	12	$	3.99	Basket Room	0	0	$ -
HNTR SLKESNC	Jo-Ann Fabrics	Cash Receipt	2/9/2006	Yards	1	1	$1.99	$	1.99	1	$	1.99		0	0	$ -
HNTR SLKESNC	Jo-Ann Fabrics	Cash Receipt	2/9/2006	Yards	1	0	$1.99	$	0.11	0.056	$	1.99		0	0	$ -
HNTR SLKESNC	Jo-Ann Fabrics	Cash Receipt	2/9/2006	Yards	1	2	$3.99	$	7.98	2	$	3.99		0	0	$ -
Impero Center piece bowl 13"	Tuesday Morning Inc.	Cash Receipt	2/9/2006	Each	1	2	$11.24	$	22.48	2	$	11.24		0	0	$ -
Lanscot Solids	Jo-Ann Fabrics	Cash Receipt	2/9/2006	Yards	1	1	$1.97	$	1.59	0.806	$	1.97		0	0	$ -
Lanscot Solids	Jo-Ann Fabrics	Cash Receipt	2/9/2006	Yards	1	13	$3.96	$	51.48	13	$	3.96		0	0	$ -
PPK5 Taffeta	Jo-Ann Fabrics	Cash Receipt	2/9/2006	Yards	1	1	$3.48	$	2.13	0.611	$	3.48		0	0	$ -
PPK5 Taffeta	Jo-Ann Fabrics	Cash Receipt	2/9/2006	Yards	1	26	$6.96	$	183.57	26.375	$	6.96		0	0	$ -
Saxon Beige	Jo-Ann Fabrics	Cash Receipt	2/9/2006	Yards	1	1	$3.00	$	2.67	0.89	$	3.00		0	0	$ -
Saxon Beige	Jo-Ann Fabrics	Cash Receipt	2/9/2006	Yards	1	17	$6.00	$	102.00	17	$	6.00		0	0	$ -
Sonic FC Iris	Jo-Ann Fabrics	Cash Receipt	2/9/2006	Yards	1	10	$3.00	$	30.17	10.056	$	3.00		0	0	$ -
Toast Casa Satin	Jo-Ann Fabrics	Cash Receipt	2/9/2006	Yards	1	4	$2.79	$	11.20	4.015	$	2.79		0	0	$ -
Toast Casa Satin	Jo-Ann Fabrics	Cash Receipt	2/9/2006	Yards	1	17	$5.59	$	95.03	17	$	5.59		0	0	$ -
Wine SLKESNC	Jo-Ann Fabrics	Cash Receipt	2/9/2006	Yards	1	1	$1.99	$	2.93	1.473	$	1.99		0	0	$ -
Wine SLKESNC	Jo-Ann Fabrics	Cash Receipt	2/9/2006	Yards	1	10	$3.99	$	39.90	10	$	3.99		0	0	$ -
Cake Plate 12" Sirius	Tuesday Morning Inc.	Cash Receipt	2/9/2006	Each	1	1	$16.99	$	16.99	1	$	16.99		0	0	$ -
Hurricane vase 14" tall	Tuesday Morning Inc.	Cash Receipt	2/9/2006	Each	1	2	$11.24	$	22.48	2	$	11.24	18A	1	0	$ 11.24
Serve Bowl	Tuesday Morning Inc.	Cash Receipt	2/9/2006	Each	1	1	$14.99	$	14.99	1	$	14.99	18A	1	0	$ 14.99
Stemmed Hurricane 16"tall	Tuesday Morning Inc.	Cash Receipt	2/9/2006	Each	1	3	$11.24	$	33.72	3	$	11.24	18A	1	0	$ 11.24
Stemmed Hurricane Marg. 19.5	Tuesday Morning Inc.	Cash Receipt	2/9/2006	Each	1	2	$14.99	$	29.98	2	$	14.99	18A	1	0	$ 14.99
Stemmed OPTC Hurricane 19.5	Tuesday Morning Inc.	Cash Receipt	2/9/2006	Each	1	1	$11.24	$	11.24	1	$	11.24	18A	1	0	$ 11.24
Acrylic Sign Holder Easel 5x11	Hubert	752885	2/9/2006	Each	1	50	$3.68	$	184.00	50	$	3.68	Liquor Room	10	0	$ 36.80
9" Bowl	Tuesday Morning Inc.	Cash Receipt	2/9/2006	Each	1	1	$22.49	$	22.49	1	$	22.49		1	1	$ 22.49
Cone vase 21"tall	Tuesday Morning Inc.	Cash Receipt	2/9/2006	Each	1	1	$11.24	$	11.24	1	$	11.24	Keith's office	1	1	$ 11.24
Cake Plate footed 12"	Tuesday Morning Inc.	Cash Receipt	2/9/2006	Each	1	1	$18.74	$	18.74	1	$	18.74	18A	1	1	$ 18.74
Bowl	Tuesday Morning Inc.	Cash Receipt	2/9/2006	Each	1	4	$14.99	$	59.96	4	$	14.99	Admin Office	2	2	$ 29.98
10" Bowl	Tuesday Morning Inc.	Cash Receipt	2/9/2006	Each	1	3	$22.49	$	67.47	3	$	22.49		3	3	$ 67.47
9" Bowl	Tuesday Morning Inc.	Cash Receipt	2/9/2006	Each	1	3	$22.49	$	67.47	3	$	22.49	Basket Room	3	3	$ 67.47
Acrylic Sign Holder Easel 5x7	Hubert	752885	2/9/2006	Each	1	50	$1.52	$	76.00	50	$	1.52	Liquor Room	30	50	$ 45.60
11 Ga(.120') Stainless Steel sheet #3polish PV	Westbrook Metals	170839	2/10/2006	Each	1	4	$68.27	$	273.08	4	$	68.27	18A	4	4	$ 273.08
Lng RCT willow tray med	Tuesday Morning Inc.	Cash Receipt	2/11/2006	Each	1	1	$8.39	$	8.39	1	$	8.39		0	0	$ -

EXHIBIT K
SMALLWARES INVENTORY

Lng RCT willow tray small	Tuesday Morning Inc.	Cash Receipt	2/11/2006	Each	1	1	$5.59	$	5.59	1	$ 5.59		0	0	$ -
Obelisk 16.5"	Tuesday Morning Inc.	Cash Receipt	2/11/2006	Each	1	1	$24.99	$	24.99	1	$ 24.99		0	0	$ -
Obelisk 22.5"	Tuesday Morning Inc.	Cash Receipt	2/11/2006	Each	1	1	$19.99	$	19.99	1	$ 19.99		0	0	$ -
OBL. Flower Bskt-Lrg.	Tuesday Morning Inc.	Cash Receipt	2/11/2006	Each	1	1	$8.39	$	8.39	1	$ 8.39		0	0	$ -
Oneida Shaker	Tuesday Morning Inc.	Cash Receipt	2/11/2006	Each	1	5	$9.99	$	49.95	5	$ 9.99		0	0	$ -
Rnd Rope Bowl Lrg	Tuesday Morning Inc.	Cash Receipt	2/11/2006	Each	1	3	$11.89	$	35.67	3	$ 11.89		0	0	$ -
RND St. Willow W/ wide handle	Tuesday Morning Inc.	Cash Receipt	2/11/2006	Each	1	1	$6.29	$	6.29	1	$ 6.29		0	0	$ -
Rope Rim W/ WD HDL Lrg	Tuesday Morning Inc.	Cash Receipt	2/11/2006	Each	1	1	$10.49	$	10.49	1	$ 10.49		0	0	$ -
Round St. Willow W/wd handle Med	Tuesday Morning Inc.	Cash Receipt	2/11/2006	Each	1	1	$10.49	$	10.49	1	$ 10.49		0	0	$ -
Round Tray	Tuesday Morning Inc.	Cash Receipt	2/11/2006	Each	1	1	$11.89	$	11.89	1	$ 11.89		0	0	$ -
Saguaro Cactus	Mexican Imports	Cash Receipt	2/11/2006	Each	1	1	$65.00	$	65.00	1	$ 65.00		0	0	$ -
SQ Vert Planter Large	Tuesday Morning Inc.	Cash Receipt	2/11/2006	Each	1	1	$10.49	$	10.49	1	$ 10.49		0	0	$ -
SQ Vert WV Planter X-lrg	Tuesday Morning Inc.	Cash Receipt	2/11/2006	Each	1	5	$13.99	$	69.95	5	$ 13.99		0	0	$ -
SQ Vert WV Plntr Lrg.	Tuesday Morning Inc.	Cash Receipt	2/11/2006	Each	1	5	$10.49	$	52.45	5	$ 10.49		0	0	$ -
SQ Vert WV Plntr Med.	Tuesday Morning Inc.	Cash Receipt	2/11/2006	Each	1	5	$6.99	$	34.95	5	$ 6.99		0	0	$ -
Tiara Ped. Centerpiece Bowl	Tuesday Morning Inc.	Cash Receipt	2/11/2006	Each	1	2	$39.99	$	79.98	2	$ 39.99		0	0	$ -
WD Rim Bowl Bskt-Lrg	Tuesday Morning Inc.	Cash Receipt	2/11/2006	Each	1	1	$10.49	$	10.49	1	$ 10.49		0	0	$ -
WD Rim Bowl Bskt-Small	Tuesday Morning Inc.	Cash Receipt	2/11/2006	Each	1	1	$5.59	$	5.59	1	$ 5.59		0	0	$ -
Classis Cocktail Shaker	Tuesday Morning Inc.	Cash Receipt	2/11/2006	Each	1	7	$8.99	$	62.93	7	$ 8.99		7	9	$ 62.93
Thick Cutting Board	Tuesday Morning Inc.	Cash Receipt	2/11/2006	Each	1	10	$24.99	$	249.90	10	$ 24.99	18a	10	10	$ 249.90
Basket Misc Large	Tuesday Morning Inc.	Cash Receipt	2/11/2006	Each	1	1	$48.99	$	48.99	1	$ 48.99	3rd floor	32	32	$ 1,567.68
Baskets Misc Small	Tuesday Morning Inc.	Cash Receipt	2/11/2006	Each	1	2	$13.99	$	27.98	2	$ 13.99	Basket Room	49	42	$ 685.51
Baskets Misc Medium	Tuesday Morning Inc.	Cash Receipt	2/11/2006	Each	1	1	$20.99	$	20.99	1	$ 20.99	Basket Room	130	115	$ 2,728.70
Crushed Voile Merlot	Jo-Ann Fabrics	Cash Receipt	2/14/2006	Yards	1	9	$8.99	$	78.66	8.75	$ 8.99	Basket Room	0	0	$ -
Crushed Voile Slate	Jo-Ann Fabrics	Cash Receipt	2/14/2006	Yards	1	15	$8.99	$	134.85	15	$ 8.99		0	0	$ -
Saxon Beige	Jo-Ann Fabrics	Cash Receipt	2/14/2006	Yards	1	9	$6.00	$	54.00	9	$ 6.00		0	0	$ -
Bamboo Steamer	Asia Market	Cash Receipt	2/14/2006	Each	1	1	$16.90	$	16.90	1	$ 16.90		1	1	$ 16.90
Saguaro Cactus	Mexican Imports	Cash Receipt	2/14/2006	Each	1	3	$65.00	$	195.00	3	$ 65.00	3rd floor	3	3	$ 195.00
Bamboo Steamer	Asia Market	Cash Receipt	2/14/2006	Each	1	7	$15.59	$	109.13	7	$ 15.59	18a	7	6	$ 109.13
6' Two-Tier Buffet Table Cover	Kule Designs LLC	10795	2/16/2006	Each	1	4	$98.00	$	392.00	4	$ 98.00	3rd floor	16	16	$ 1,568.00
Carlisl Opener Bottle/Can punch econ Church	Sysco	602180244	2/18/2006	Each	1	500	$0.30	$	150.00	500	$ 0.30		0	0	$ -
Carlisl Opener Bottle/Can punch econ Church	Sysco	602210903	2/21/2006	Each	1	144	$0.98	$	141.12	144	$ 0.98	Liquor Room/S. Kitchen	0	0	$ -
Carlisl Opener Bottle/Can punch econ Church	Sysco	602210867	2/21/2006	Each	1	212	$0.85	$	180.20	212	$ 0.85		0	0	$ -
150 # Receiving Scale	Ace Mart	20217444	2/25/2006	Each	1	1	$134.95	$	134.95	1	$ 134.95	sc office	1	1	$ 134.95
White scoop 64 Oz	Ace Mart	20217444	2/25/2006	Each	1	6	$4.45	$	26.70	6	$ 4.45		0	0	$ -
44 Gallon Trash Container Cover	Kule Designs LLC	10798	2/27/2006	Each	1	10	$20.00	$	200.00	10	$ 20.00	Linen Room	0	0	$ -
Ice Cambro Covers	Kule Designs LLC	10798	2/27/2006	Each	1	10	$26.00	$	260.00	10	$ 26.00	Liquor Room	0	0	$ -
Knife Dinner 1 Piece Chateau	Edward Don & Company	6318066	2/27/2006	Dz	12	12	$34.51	$	414.12	144	$ 2.88		0	0	$ -

EXHIBIT K
SMALLWARES INVENTORY

Reinforced Jackstand Covers	Kule Designs LLC	10798	2/27/2006	Each	1	25	$ 25.00	$ 625.00	25	$ 25.00	Linen Room	0	0	$ -
Spoon Demitasse Euro Rim	Edward Don & Company	6318066	2/27/2006	Dz	12	1	$9.33	$ 9.33	12	$ 0.78		0	0	$ -
6' Classroom Table Covers	Kule Designs LLC	10798	2/27/2006	Each	1	6	$ 71.00	$ 426.00	6	$ 71.00	Linen Room	6	4	$ 426.00
Blade Assembly and Holder	Ben E. Keith	854705	3/1/2006	Each	1	2	$54.62	$ 109.24	2	$ 54.62		2	2	$ 109.24
Dicer 3/8 IN for onions	Ben E. Keith	854705	3/1/2006	Each	1	2	$142.80	$ 285.60	2	$ 142.80	cold	2	2	$ 285.60
Womens Black Eaton Jacket Blk Satin Shawl	Chef Works	174380	3/3/2006	Each	1	2	$41.95	$ 83.90	2	$ 41.95		0	0	$ -
Womens Black Eaton Jacket Blk Satin Shawl	Chef Works	174380	3/3/2006	Each	1	113	$41.95	$ 4,740.35	113	$ 41.95	3rd floor	90	90	$ 3,775.50
Mens Black Eaton Jacket with Blk Satin Shaw	Chef Works	174380	3/3/2006	Each	1	125	$41.95	$ 5,243.75	125	$ 41.95	3rd floor	91	94	$ 3,817.45
6-1/2 QT Queen Anne Pewter-GLO bowls	Edward Don & Company	6346673	3/8/2006	Each	1	32	$72.27	$ 2,312.64	32	$ 72.27	19 a	32	32	$ 2,312.64
Mounting 24x36 Concession Sign	FedEx Kinko's	Cash Receipt	3/11/2006	Each	1	6	$27.50	$ 165.00	6	$ 27.50		0	0	$ -
Hummer GMRS Radio	Tuesday Morning Inc.	Cash Receipt	3/11/2006	Pkg	2	2	$29.99	$ 59.98	4	$ 15.00	2nd Fl	4	4	$ 59.98
Ink Roller for 1130-31-36 gun	Hubert	816825	3/14/2006	Each	1	3	$7.55	$ 22.65	3	$ 7.55	Used	0	0	$ -
Label, Plain White for 1 line	Hubert	816825	3/14/2006	Each	1	1	$75.59	$ 75.59	1	$ 75.59		0	0	$ -
LBL "Sell By" WHT/BLK for 1131	Hubert	816825	3/14/2006	Each	1	1	$28.79	$ 28.79	1	$ 28.79		0	0	$ -
White scoop 64 Oz	Ace Mart	20217921	3/21/2006	Each	1	6	$4.45	$ 26.70	6	$ 4.45		0	0	$ -
16" Round Tray griptite tan	Ace Mart	20217921	3/21/2006	Each	1	60	$14.49	$ 869.40	60	$ 14.49	BR D	84	84	$ 1,217.16
Hatco Display Warmer	Ben E. Keith	880666	3/24/2006	Each	1	1.00	$2,949.48	$ 2,949.48	1	$ 2,949.48	Pizza Hut Stand	2	2	$ 5,898.96
Dolly Glass Rack Don Grey	Edward Don & Company	6471539	4/19/2006	Each	1	6	$52.34	$ 314.04	6	$ 52.34	3rd Floor	434	101	$ 22,715.56
Glass Martini 7-1/2 Oz excalibr	Edward Don & Company	6471539	4/19/2006	Dz	12	68	$25.16	$ 1,710.88	816	$ 2.10	BR D	96	2091	$ 201.28
Knife Dinner 1 Piece Chateau	Edward Don & Company	6496629	4/27/2006	Dz	12	9	$35.56	$ 320.04	108	$ 2.96	BR D	0	0	$ -
Box Food 18x26x6 Clr poly	Edward Don & Company	6497244	4/27/2006	Each	1	50	$20.56	$ 1,028.00	50	$ 20.56	S Kitchen	0	0	$ -
Box Food 18x26x9 Clr Polycarb	Edward Don & Company	6497244	4/27/2006	Each	1	20	$27.03	$ 540.60	20	$ 27.03	S Kitchen	20	20	$ 540.60
15"x19" Silverplate Tray	Austin Party Central	29530	4/27/2006	Each	1	24.00	$70.00	$ 1,680.00	24	$ 70.00		24	24	$ 1,680.00
Knife Dinner 1 Piece Chateau	Edward Don & Company	6496629	4/27/2006	Dz	12	72	$35.56	$ 2,560.32	864	$ 2.96	see line 631	900	900	$ 2,667.00
Knife Dinner 1 Piece Chateau	Edward Don & Company	6497244	4/27/2006	Dz	12	21	$34.73	$ 729.33	252	$ 2.89		2210	2210	$ 6,396.11
Sealer, Impulse, 8" Hand	Hubert	873531	4/28/2006	Each	1	1	$107.10	$ 107.10	1	$ 107.10		2	2	$ 214.20
Single Panini Grill TSG-1G	Edward Don & Company	6500805	4/28/2006	Each	1	2	$487.04	$ 974.08	2	$ 487.04	18a	2	2	$ 974.08
1.75lb Sand GRAPHNP	Garden Ridge	Cash Receipt	4/29/2006	Each	1	28	$2.49	$ 69.72	28	$ 2.49		0	0	$ -
1/2 Bushel Plain NP	Garden Ridge	Cash Receipt	4/29/2006	Each	1	1	$3.99	$ 3.99	1	$ 3.99		0	0	$ -
10 In dish Garden NP	Garden Ridge	Cash Receipt	4/29/2006	Each	1	24	$4.99	$ 119.76	24	$ 4.99		0	0	$ -
15x36 IN vase BNP	Garden Ridge	Cash Receipt	4/29/2006	Each	1	1	$69.99	$ 69.99	1	$ 69.99		0	0	$ -
2 LB White River RNP	Garden Ridge	Cash Receipt	4/29/2006	Each	1	31	$1.88	$ 58.28	31	$ 1.88		0	0	$ -
21 IN Oak Lite WHINP	Garden Ridge	Cash Receipt	4/29/2006	Each	1	4	$18.74	$ 74.96	4	$ 18.74		0	0	$ -
29 IN Vanda ORCHIDNP	Garden Ridge	Cash Receipt	4/29/2006	Each	1	5	$10.99	$ 54.95	5	$ 10.99		0	0	$ -
36 IN Tapper Tall NP	Garden Ridge	Cash Receipt	4/29/2006	Each	1	1	$74.99	$ 74.99	1	$ 74.99		0	0	$ -
36 IN vase GNP	Garden Ridge	Cash Receipt	4/29/2006	Each	1	2	$69.99	$ 139.98	2	$ 69.99		0	0	$ -
39 IN Spider ORCHINP	Garden Ridge	Cash Receipt	4/29/2006	Each	1	8	$5.99	$ 47.92	8	$ 5.99		0	0	$ -
3ft Garlic Garlannp	Garden Ridge	Cash Receipt	4/29/2006	Each	1	9	$5.00	$ 45.00	9	$ 5.00	2nd floor	0	0	$ -
44IN Tapper Tall NP	Garden Ridge	Cash Receipt	4/29/2006	Each	1	2	$89.99	$ 179.98	2	$ 89.99		0	0	$ -
7ft Barked WollowNP	Garden Ridge	Cash Receipt	4/29/2006	Each	1	2	$9.99	$ 19.98	2	$ 9.99		0	0	$ -
Asian Willow NP	Garden Ridge	Cash Receipt	4/29/2006	Each	1	3	$6.99	$ 20.97	3	$ 6.99		0	0	$ -
Coaster Coupe SLVR	World Market	Cash Receipt	4/29/2006	Each	1	75	$1.99	$ 149.25	75	$ 1.99		0	0	$ -

EXHIBIT K
SMALLWARES INVENTORY

FL Dancing ONCIDINP	Garden Ridge	Cash Receipt	4/29/2006	Each	1	29	$2.88	$	83.52	29	$	2.88		0	0	$ -
MADRAS CD box	World Market	Cash Receipt	4/29/2006	Each	1	3	$39.99	$	119.97	3	$	39.99		0	0	$ -
MADRAS SQ 7x7x5	World Market	Cash Receipt	4/29/2006	Each	1	9	$12.99	$	116.91	9	$	12.99		0	0	$ -
Metal Sculpted LENP	Garden Ridge	Cash Receipt	4/29/2006	Each	1	10	$70.00	$	700.00	10	$	70.00		0	0	$ -
NK Lariat BD 10 BL	World Market	Cash Receipt	4/29/2006	Each	1	6	$14.99	$	89.94	6	$	14.99		0	0	$ -
NK Lariat BD 10 BR	World Market	Cash Receipt	4/29/2006	Each	1	5	$14.99	$	74.95	5	$	14.99		0	0	$ -
NK Lariat BD 10 GO	World Market	Cash Receipt	4/29/2006	Each	1	6	$14.99	$	89.94	6	$	14.99		0	0	$ -
NST 14 IN Romnsquenp	Garden Ridge	Cash Receipt	4/29/2006	Each	1	20	$7.49	$	149.80	20	$	7.49		0	0	$ -
NST 15 4TN Egg PONP	Garden Ridge	Cash Receipt	4/29/2006	Each	1	8	$22.49	$	179.92	8	$	22.49		0	0	$ -
NST 20F7 Media ORNP	Garden Ridge	Cash Receipt	4/29/2006	Each	1	40	$5.99	$	239.60	40	$	5.99		0	0	$ -
NST 70F7 Media ORNP	Garden Ridge	Cash Receipt	4/29/2006	Each	1	10	$19.99	$	199.90	10	$	19.99		0	0	$ -
Ocean Tall Nat/WENP	Garden Ridge	Cash Receipt	4/29/2006	Each	1	1	$9.99	$	9.99	1	$	9.99		0	0	$ -
Rattan Tray 14 25NP	Garden Ridge	Cash Receipt	4/29/2006	Each	1	44	$8.99	$	395.56	44	$	8.99		0	0	$ -
Roly Poly votive NP	Garden Ridge	Cash Receipt	4/29/2006	Each	1	72	$0.50	$	36.00	72	$	0.50		0	0	$ -
RTTN Coil BWL L	World Market	Cash Receipt	4/29/2006	Each	1	18	$14.99	$	269.82	18	$	14.99		0	0	$ -
RTTN Coil BWL M	World Market	Cash Receipt	4/29/2006	Each	1	8	$12.99	$	103.92	8	$	12.99		0	0	$ -
RTTN Coil BWL S	World Market	Cash Receipt	4/29/2006	Each	1	6	$9.99	$	59.94	6	$	9.99		0	0	$ -
Split Willow PERSNP	Garden Ridge	Cash Receipt	4/29/2006	Each	1	1	$9.99	$	9.99	1	$	9.99		0	0	$ -
T.Marble (717877167810)	The Home Depot	Cash Receipt	4/29/2006	Each	1	24	$4.97	$	119.28	24	$	4.97		0	0	$ -
Tall Burgandy OLINP	Garden Ridge	Cash Receipt	4/29/2006	Each	1	1	$9.99	$	9.99	1	$	9.99		0	0	$ -
Tall Wedgewood/GRNP	Garden Ridge	Cash Receipt	4/29/2006	Each	1	1	$9.99	$	9.99	1	$	9.99		0	0	$ -
Tera Cota Vase Sm WNP	Garden Ridge	Cash Receipt	4/29/2006	Each	1	2	$29.99	$	59.98	2	$	29.99		0	0	$ -
Tile (717888021082)	The Home Depot	Cash Receipt	4/29/2006	Each	1	3	$4.95	$	14.85	3	$	4.95		0	0	$ -
Tray 28x16 Oval WNP	Garden Ridge	Cash Receipt	4/29/2006	Each	1	13	$13.49	$	175.37	13	$	13.49		0	0	$ -
TT Grasses In WOONP	Garden Ridge	Cash Receipt	4/29/2006	Each	1	12	$14.99	$	179.88	12	$	14.99		0	0	$ -
Wine BG Grass/Plan	World Market	Cash Receipt	4/29/2006	Each	1	13	$2.99	$	38.87	13	$	2.99		0	0	$ -
Yucca Grass IN WOONP	Garden Ridge	Cash Receipt	4/29/2006	Each	1	5	$34.99	$	174.95	5	$	34.99		0	0	$ -
Yucca Grass Rope NP	Garden Ridge	Cash Receipt	4/29/2006	Each	1	4	$34.99	$	139.96	4	$	34.99		0	0	$ -
5 ft curly willow NP	Garden Ridge	Cash Receipt	4/29/2006	Each	1	3	$19.99	$	59.97	3	$	19.99	Basket Room	3	0	$ 59.97
Copper Fire Pit	World Market	Cash Receipt	4/29/2006	Each	1	4	$149.00	$	596.00	4	$	149.00	18a	3	3	$ 447.00
MADRAS PED bowl BS	World Market	Cash Receipt	4/29/2006	Each	1	6	$24.99	$	149.94	6	$	24.99	18A	5	5	$ 124.95
3 Ft Chilie Pepper NP	Garden Ridge	Cash Receipt	4/29/2006	Each	1	17	$5.00	$	85.00	17	$	5.00	2nd floor	4	7	$ 20.00
25 IN Garlic Stingnp	Garden Ridge	Cash Receipt	4/29/2006	Each	1	9	$5.00	$	45.00	9	$	5.00	2nd floor	10	14	$ 50.00
Drill	Wal Mart	Cash Receipt	4/30/2006	Each	1	1	$68.34	$	68.34	1	$	68.34	sc office	1	1	$ 68.34
DECTL 3x8x3CA	The Home Depot	Cash Receipt	5/1/2006	Each	1	5	$32.40	$	162.00	5	$	32.40		0	0	$ -
GLS/Tile Set	The Home Depot	Cash Receipt	5/1/2006	Each	1	1	$15.79	$	15.79	1	$	15.79		0	0	$ -
Tile	The Home Depot	Cash Receipt	5/1/2006	Each	1	1	$5.98	$	5.98	1	$	5.98		0	0	$ -
T. Marble	The Home Depot	Cash Receipt	5/1/2006	Each	1	14	$4.97	$	69.58	14	$	4.97	3rd Floor	14	37	$ 69.58
Tile (717877021778)	The Home Depot	Cash Receipt	5/1/2006	Each	1	5	$5.98	$	29.90	5	$	5.98	Soda Room	42	52	$ 251.16
Tile (717877021747)	The Home Depot	Cash Receipt	5/1/2006	Each	1	7	$5.98	$	41.86	7	$	5.98	Soda Room	148	148	$ 885.04
Tile	The Home Depot	Cash Receipt	5/1/2006	Each	1	23	$3.69	$	84.87	23	$	3.69	Soda Room	450	450	$ 1,660.50
Canning Jars (Mason Jars)	Wal Mart	Cash Receipt	5/1/2006	Each	1	152.00	$7.26	$	1,103.52	152	$	7.26	3rd Floor	50	1654	$ 363.00

EXHIBIT K
SMALLWARES INVENTORY

Tong Salad 1-1/2" 18/8 SS	Edward Don & Company	6503440	5/1/2006	Each	1	288	$2.08	$	599.04	288	$	2.08		0	0	$ -
7 In Blade	The Home Depot	Cash Receipt	5/1/2006	Each	1	1	$9.88	$	9.88	1	$	9.88		1	0	$ 9.88
CIRC Saw	The Home Depot	Cash Receipt	5/1/2006	Each	1	1	$38.66	$	38.66	1	$	38.66		1	0	$ 38.66
1.75 LB Sand GRAPHNP	Garden Ridge	Cash Receipt	5/2/2006	Each	1	11	$2.49	$	27.39	11	$	2.49		0	0	$ -
10 IN Dish Garden NP	Garden Ridge	Cash Receipt	5/2/2006	Each	1	36	$4.99	$	179.64	36	$	4.99		0	0	$ -
10 IN Flair Top VANP	Garden Ridge	Cash Receipt	5/2/2006	Each	1	6	$2.97	$	17.82	6	$	2.97		0	0	$ -
11" H square VASENP	Garden Ridge	Cash Receipt	5/2/2006	Each	1	6	$9.97	$	59.82	6	$	9.97		0	0	$ -
12 IN Small FINIAL NP	Garden Ridge	Cash Receipt	5/2/2006	Each	1	1.00	$11.99	$	11.99	1	$	11.99		0	0	$ -
17 IN Middle FINIANP	Garden Ridge	Cash Receipt	5/2/2006	Each	1	1.00	$19.99	$	19.99	1	$	19.99		0	0	$ -
2 QT Batter Bowl NP	Garden Ridge	Cash Receipt	5/2/2006	Each	1	39.00	$3.99	$	155.61	39	$	3.99		0	0	$ -
2LB Black River RNP	Garden Ridge	Cash Receipt	5/2/2006	Each	1	5	$1.88	$	9.40	5	$	1.88		0	0	$ -
2LB Quartz River NP	Garden Ridge	Cash Receipt	5/2/2006	Each	1	24	$1.88	$	45.12	24	$	1.88		0	0	$ -
2LB White Round RNP	Garden Ridge	Cash Receipt	5/2/2006	Each	1	23	$1.88	$	43.24	23	$	1.88		0	0	$ -
7x11 IN RECT BAKERNP	Garden Ridge	Cash Receipt	5/2/2006	Each	1	3.00	$3.99	$	11.97	3	$	3.99		0	0	$ -
9 IN Buffet CLASSINP	Garden Ridge	Cash Receipt	5/2/2006	Each	1	6.00	$5.00	$	30.00	6	$	5.00		0	0	$ -
NST 10F7 Media ORNP	Garden Ridge	Cash Receipt	5/2/2006	Each	1	24	$5.99	$	143.76	24	$	5.99		0	0	$ -
NST 70F7 Media ORNP	Garden Ridge	Cash Receipt	5/2/2006	Each	1	6	$19.99	$	119.94	6	$	19.99		0	0	$ -
Red Resin Finial NP	Garden Ridge	Cash Receipt	5/2/2006	Each	1	1.00	$9.99	$	9.99	1	$	9.99		0	0	$ -
Red Resin Finial NP	Garden Ridge	Cash Receipt	5/2/2006	Each	1	1	$17.99	$	17.99	1	$	17.99		0	0	$ -
Red Resin Finial NP	Garden Ridge	Cash Receipt	5/2/2006	Each	1	1	$39.99	$	39.99	1	$	39.99		0	0	$ -
Round White BAKERNP	Garden Ridge	Cash Receipt	5/2/2006	Each	1	4.00	$5.99	$	23.96	4	$	5.99		0	0	$ -
Southwest Sizzle NP	Garden Ridge	Cash Receipt	5/2/2006	Each	1	2	$1.79	$	3.58	2	$	1.79		0	0	$ -
TT Grass in wood NP	Garden Ridge	Cash Receipt	5/2/2006	Each	1	5	$19.99	$	99.95	5	$	19.99		0	0	$ -
TT Grasses In WOONP	Garden Ridge	Cash Receipt	5/2/2006	Each	1	1	$14.99	$	14.99	1	$	14.99		0	0	$ -
Plants / Trees	Garden Ridge	Cash Receipt	5/2/2006	Each	1	1	$39.99	$	39.99	1	$	39.99	Soda Room	23	8	$ 919.77
Lge 3/handle j17	Mexican Imports	592165	5/9/2006	Each	1	1	$21.00	$	21.00	1	$	21.00		0	0	$ -
Lge Rnd Baskets	Mexican Imports	592165	5/9/2006	Each	1	3	$19.00	$	57.00	3	$	19.00		0	0	$ -
Lge w/ handle j20	Mexican Imports	592165	5/9/2006	Each	1	1	$19.00	$	19.00	1	$	19.00		0	0	$ -
Lrg Peanut	Mexican Imports	592162	5/9/2006	Each	1	12	$10.00	$	120.00	12	$	10.00		0	0	$ -
Lrg Rnd Baskets Flat	Mexican Imports	592165	5/9/2006	Each	1	2	$17.00	$	34.00	2	$	17.00		0	0	$ -
Med Peanut	Mexican Imports	592162	5/9/2006	Each	1	11	$8.00	$	88.00	11	$	8.00		0	0	$ -
Sm Peanut	Mexican Imports	592162	5/9/2006	Each	1	14	$6.00	$	84.00	14	$	6.00		0	0	$ -
Med black stars 24"	Mexican Imports	592162	5/9/2006	Each	1	5	$29.00	$	145.00	5	$	29.00	2nd floor	9	4	$ 261.00
Large black stars 30"	Mexican Imports	592162	5/9/2006	Each	1	5	$35.00	$	175.00	5	$	35.00	2nd floor	5	5	$ 175.00
Sm black stars 18"	Mexican Imports	592162	5/9/2006	Each	1	5	$20.00	$	100.00	5	$	20.00	2nd floor	5	5	$ 100.00
x Large black stars 36"	Mexican Imports	592162	5/9/2006	Each	1	5	$45.00	$	225.00	5	$	45.00	2nd Floor	5	5	$ 225.00
Pie Plate Holders 3-tier	Mexican Imports	592165	5/9/2006	Each	1	8	$15.00	$	120.00	8	$	15.00	Basket Room	11	10	$ 165.00
xx Large black stars 40"	Mexican Imports	592162	5/9/2006	Each	1	5	$50.00	$	250.00	5	$	50.00	2nd floor	11	10	$ 550.00
Screens	Mexican Imports	592162	5/9/2006	Each	1	2	$299.00	$	598.00	2	$	299.00	Admin Office	2	0	$ 598.00
200 LB Mobile Ice Caddy-Black	Edward Don & Company	6528251	5/9/2006	Each	1	8	$516.26	$	4,130.08	8	$	516.26	BR D	8	0	$ 4,130.08
Pitcher 33 Oz. s.s.	Ben E. Keith	031956	5/11/2006	Each	1	4	$12.49	$	49.96	4	$	12.49	18A	2	2	$ 24.98
Pitcher 33 Oz. s.s.	Ben E. Keith	031957	5/11/2006	Each	1	3	$12.49	$	37.47	3	$	12.49	18A	4	2	$ 49.96

EXHIBIT K
SMALLWARES INVENTORY

Bar Condiment container	Ben E. Keith	031958	5/11/2006	Each	1	28	$6.56	$	183.68	28	$	6.56	Liquor Room	50	27	$	328.00
Bar Mat 8x12	Ben E. Keith	031958	5/11/2006	Each	1	5	$28.91	$	144.55	5	$	28.91	Liquor Room/S. Kitchen	0	30	$	-
Mat Bar 3.5x23.75 Inch	Ben E. Keith	031958	5/11/2006	Each	1	16	$8.76	$	140.16	16	$	8.76	Liquor Room	20	59	$	175.20
Bar Caddy	Ben E. Keith	037096	5/16/2006	Each	1	4	$6.56	$	26.24	4	$	6.56		0	0	$	-
Bar Mat 8x12	Ben E. Keith	037096	5/16/2006	Each	1	3	$28.91	$	86.73	3	$	28.91		0	0	$	-
Mat Bar 3.5x23.75 Inch	Ben E. Keith	037096	5/16/2006	Each	1	14	$8.76	$	122.64	14	$	8.76		0	9	$	-
Knife Sharpening Tools for kitchen	Furitechnics USA	060106	6/1/2006	Each	1	1.00	$259.96	$	259.96	1	$	259.96		1	1	$	259.96
Robocoup for N. Kirchen	BWA Distributors	robocoup	6/7/2006	Each	1	1.00	$3,000.00	$	3,000.00	1	$	3,000.00	cold	1	1	$	3,000.00
4'Euro Multi-Deck Dairy/Deli Merchandiser	Lowe Refrigeration Inc	130616	6/13/2006	Each	1	1.00	$4,000.00	$	4,000.00	1	$	4,000.00	3rd Floor	1	1	$	4,000.00
Starlet table Top reach in cooler	Lowe Refrigeration Inc	130616	6/13/2006	Each	1	1.00	$875.00	$	875.00	1	$	875.00		1	1	$	875.00
13 Cuft Single Glass Door	Lowe Refrigeration Inc	130616	6/13/2006	Each	1	1.00	$900.00	$	900.00	1	$	900.00		1	1	$	900.00
HP Design Jet 800 PS Banner Printer	Amtech Computer Systems	3562	6/26/2006	Each	1	1.00	$6,195.00	$	6,195.00	1	$	6,195.00		1	1	$	6,195.00
6'x4' Aluminum Display bins Oyster Bin	Custom Sheet Metal Inc.	061126	6/29/2006	Each	1	12	$329.00	$	3,948.00	12	$	329.00	3rd Floor	5	11	$	1,645.00
BN-2 Stand Testrite 24" wide ban stnd	S2 Imaging	13517	7/5/2006	Each	1	12	$75.00	$	900.00	12	$	75.00		0	0	$	-
bn-3 Testrite display stand 36" wide ban stnd	S2 Imaging	13517	7/5/2006	Each	1	24	$115.00	$	2,760.00	24	$	115.00		0	0	$	-
30" Stand Up Table Covers	Kule Designs LLC	7112006	7/11/2006	Each	1	50	$50.00	$	2,500.00	50	$	50.00	Liquor Room	8	0	$	400.00
Cart, Utility 45x25x33, Gray	Hubert	96543	7/24/2006	Each	1	10	$197.60	$	1,976.00	10	$	197.60	kitchen	3	2	$	592.80
Bladesafe Edge Guard 3-4" knives	Ace Mart	20236206	8/11/2006	Each	1	1	$1.75	$	1.75	1	$	1.75		0	0	$	-
Bladesafe Edge Guard 8-10" knives	Ace Mart	20236206	8/11/2006	Each	1	1	$3.95	$	3.95	1	$	3.95		0	0	$	-
Knife Bread 8" Scalloped #34539	Ace Mart	20236206	8/11/2006	Each	1	3	$12.75	$	38.25	3	$	12.75		0	0	$	-
Knife Chef 12" wide black handle	Ace Mart	20236206	8/11/2006	Each	1	1	$16.45	$	16.45	1	$	16.45		0	0	$	-
Knife Chef 8IN w jean handle	Ace Mart	20236206	8/11/2006	Each	1	1	$24.98	$	24.98	1	$	24.98		0	0	$	-
Shelves-Metro Costco on Wheels	Costco	Cash Receipt	8/23/2006	Each	1	49	$76.99	$	3,772.51	49	$	76.99	Scattered	0	0	$	-
1/4" x 4' x 8' Clear Acrylic	Austin Plastics & Supply, Inc.	14518	8/30/2006	Each	1	5	$87.00	$	435.00	5	$	87.00		0	0	$	-
Easel,SignholderBottom load, 8.5 X 11, vertic	Hubert	117838	8/31/2006	Each	1	60	$3.68	$	220.80	60	$	3.68	Liquor Room	0	0	$	-
Moli Serve Cart MBHC-2032	Moli International	12623	9/7/2006	Each	1	25	$570.00	$	14,250.00	25	$	570.00	Liquor Room	7	26	$	3,990.00
Fry Basket Taco Salad	Ace Mart	20242449	9/9/2006	Each	1	2	$52.98	$	105.96	2	$	52.98	smoke	2	2	$	105.96
Noblesse Oblong Tray 30"	Oneida LTD.	425665	9/9/2006	Each	1	15	$144.85	$	2,172.75	15	$	144.85		12	12	$	1,738.20
Noblesse Round Tray 18"	Oneida LTD.	425665	9/9/2006	Each	1	25	$38.02	$	950.50	25	$	38.02	S. Kitchen	25	25	$	950.50
Noblesse Round Tray 22"	Oneida LTD.	425665	9/9/2006	Each	1	25	$62.11	$	1,552.75	25	$	62.11	cold	25	25	$	1,552.75
Mount 1/2" Gator Sq Ft	Thomas Reprographics	A 42741	9/15/2006	Each	1	64	$7.00	$	448.00	64	$	7.00		0	0	$	-
Photo Matte	Thomas Reprographics	A 42741	9/15/2006	Each	1	64	$7.00	$	448.00	64	$	7.00		0	0	$	-
Truck Platform 2600 LB (3W214c)	Grainger	9194796810	9/22/2006	Each	1	8	$245.03	$	1,960.24	8	$	245.03	3rd Floor	0	0	$	-
Truck Platform 2600 LB (3W214c)	Grainger	9194986742	9/22/2006	Each	1	4	$245.03	$	980.12	4	$	245.03		5	5	$	1,225.15
Clip Skirt 3/4" WV clip Velcro	Edward Don & Company	6918854	9/25/2006	Pkg	100	10	$53.75	$	537.50	1000	$	0.54		0	200	$	-
1/4" routed to pattern all fire edges	Austin Plastics & Supply, Inc.	14605	9/28/2006	Each	1	2	$99.50	$	199.00	2	$	99.50		0	0	$	-
5 Gal. Beverage Server Cover - 500LCD	Coverco Inc.	0169493	9/28/2006	Each	1	20	$48.00	$	960.00	20	$	48.00	Linen Room	40	0	$	1,920.00
SS Coffee Pot	Aramark Direct Dropship	1032006	10/3/2006	Each	1	500	$36.00	$	18,000.00	500	$	36.00	BR D	431	500	$	15,516.00

EXHIBIT K
SMALLWARES INVENTORY

Box Food 18x26x6 Clr poly	Edward Don & Company	6951875	10/4/2006	Each	1	50	$20.56	$ 1,028.00	50	$ 20.56		38	3	$	781.28
Black Bus Tubs	Edward Don & Company	6951875	10/4/2006	Each	1	300	$3.38	$ 1,014.00	300	$ 3.38	BR D	360	0	$	1,216.80
Table Catering Single Tier, Graphite Nebula,	Sico America Inc.	1406945	10/5/2006	Each	1	24	$ 610.00	$ 14,640.00	24	$ 610.00	3rd Floor	24	0	$	14,640.00
Sealer, Impulse, 8" Hand	Hubert	166717	10/6/2006	Each	1	4	$107.10	$ 428.40	4	$ 107.10	cold	4	4	$	428.40
Knife 3.5 Pairing forged	Ace Mart	20246327	10/7/2006	Each	1	1	$15.98	$ 15.98	1	$ 15.98		0	0	$	-
Knife Pairing 4" Spear PT set-3	Ace Mart	20246327	10/7/2006	Each	1	2	$7.95	$ 15.90	2	$ 7.95		0	0	$	-
Knife Sandwich 9" offset	Ace Mart	20246327	10/7/2006	Each	1	6	$12.29	$ 73.74	6	$ 12.29		0	0	$	-
Scale 5lbx1/2oz rotation dial	Ace Mart	20246327	10/7/2006	Each	1	1	$56.98	$ 56.98	1	$ 56.98	cold	1	0	$	56.98
Brush Large 523 Broiler	Ace Mart	20246327	10/7/2006	Each	1	1	$35.95	$ 35.95	1	$ 35.95	smoke	2	2	$	71.90
Masher 5x5" square wood handle	Ace Mart	20246327	10/7/2006	Each	1	2	$6.45	$ 12.90	2	$ 6.45	dish	2	2	$	12.90
Shelves-Metro Costco on Wheels	Costco	Cash Receipt	10/8/2006	Each	1	19	$79.99	$ 1,519.81	19	$ 79.99	kitchen	0	0	$	-
Scoop Utility 64oz Poly Clr	Edward Don & Company	6961597	10/9/2006	Each	1	36	$5.68	$ 204.48	36	$ 5.68	dish	0	0	$	-
Drip Tray Coffee	Edward Don & Company	6960815	10/9/2006	Each	1	21	$8.43	$ 177.03	21	$ 8.43	Soda Room	50	50	$	421.50
Shaker 1oz Eifel Tower	Edward Don & Company	6961597	10/9/2006	Dz	12	80	$5.40	$ 432.00	960	$ 0.45		431	215	$	193.95
Glass Holder Sugar Gibraltar	Edward Don & Company	6961597	10/9/2006	Dz	12	38	$19.70	$ 748.60	456	$ 1.64	BR D	460	460	$	755.17
Tongs Ice Claw SS 6"	Edward Don & Company	6959740	10/9/2006	Each	1	250	$4.24	$ 1,060.00	250	$ 4.24	Scattered	130	0	$	551.20
5 Gallon Beverage Covers	Kule Designs LLC	10112006	10/11/2006	Each	1	50	$ 19.00	$ 950.00	50	$ 19.00	Linen Room	18	47	$	342.00
Noblesse Oblong Tray 30"	Oneida LTD.	466977	10/14/2006	Each	1	10	$144.85	$ 1,448.50	10	$ 144.85		10	0	$	1,448.50
Table Catering, Single Tier, Graphite Nebula,	Sico America Inc.	1407567	10/19/2006	Each	1	1	$ 610.00	$ 610.00	1	$ 610.00		0	0	$	-
29.99 Group 10	Tuesday Morning Inc.	Cash Receipt	10/22/2006	Each	1	1	$7.50	$ 7.50	1	$ 7.50		0	0	$	-
8.99 Group 4	Tuesday Morning Inc.	Cash Receipt	10/22/2006	Each	1	1	$2.25	$ 2.25	1	$ 2.25		0	0	$	-
Antiquity 3x5	Tuesday Morning Inc.	Cash Receipt	10/22/2006	Each	1	1	$59.99	$ 59.99	1	$ 59.99		0	0	$	-
Diam Center PC Bowl	Tuesday Morning Inc.	Cash Receipt	10/22/2006	Each	1	6	$9.37	$ 56.22	6	$ 9.37		0	0	$	-
Gold Leaf Avana Vase	Tuesday Morning Inc.	Cash Receipt	10/22/2006	Each	1	1	$29.99	$ 29.99	1	$ 29.99		0	0	$	-
Gold Metal Leaf OV Bowl	Tuesday Morning Inc.	Cash Receipt	10/22/2006	Each	1	4	$15.00	$ 60.00	4	$ 15.00		0	0	$	-
Rolled rim pot 7.9 in	Tuesday Morning Inc.	Cash Receipt	10/22/2006	Each	1	2	$3.00	$ 6.00	2	$ 3.00		0	0	$	-
s/5 DK nat RND tray	Tuesday Morning Inc.	Cash Receipt	10/22/2006	Each	1	2	$37.49	$ 74.98	2	$ 37.49		0	0	$	-
S/4 mini loaf pans w/dup	Tuesday Morning Inc.	Cash Receipt	10/22/2006	Each	1	1	$8.49	$ 8.49	1	$ 8.49	18a	1	0	$	8.49
Pan fry 8" Steelcoat tribute	Edward Don & Company	7040998	11/2/2006	Each	1	6	$33.99	$ 203.94	6	$ 33.99		0	0	$	-
Bwl Large Luce Wht	World Market	Cash Receipt	11/4/2006	Each	1	1	$34.99	$ 34.99	1	$ 34.99		0	0	$	-
BWL Small LUCE Wht	World Market	Cash Receipt	11/4/2006	Each	1	2	$12.99	$ 25.98	2	$ 12.99		0	0	$	-
Chrgr Rmmed Gold	World Market	Cash Receipt	11/4/2006	Each	1	6	$4.99	$ 29.94	6	$ 4.99		0	0	$	-
Glass Bowl Misc	Garden Ridge	Cash Receipt	11/4/2006	Each	1	1	$14.99	$ 14.99	1	$ 14.99	broken	0	0	$	-
Impressions Pitchenp	Garden Ridge	Cash Receipt	11/4/2006	Each	1	4	$9.99	$ 39.96	4	$ 9.99		0	0	$	-
Med Sq Bwl Glosy	World Market	Cash Receipt	11/4/2006	Each	1	4	$4.99	$ 19.96	4	$ 4.99		0	0	$	-
PLT sq luce Wht	World Market	Cash Receipt	11/4/2006	Each	1	1	$14.99	$ 14.99	1	$ 14.99		0	0	$	-
Rect Platr Luce WH	World Market	Cash Receipt	11/4/2006	Each	1	2	$34.99	$ 69.98	2	$ 34.99		0	0	$	-
Two Tier Dish on NP	Garden Ridge	Cash Receipt	11/4/2006	Each	1	2	$19.99	$ 39.98	2	$ 19.99		0	0	$	-
Bowl SS Metal Misc	World Market	Cash Receipt	11/4/2006	Each	1	1	$29.99	$ 29.99	1	$ 29.99	Basket Room	15	15	$	449.85
22 oz soup mug 2 UNP	Garden Ridge	Cash Receipt	11/4/2006	Each	1	21	$1.99	$ 41.79	21	$ 1.99	18A	42	40	$	83.58
Bowl Misc	Garden Ridge	Cash Receipt	11/4/2006	Each	1	2	$9.99	$ 19.98	2	$ 9.99	18A	120	266	$	1,198.80
Cream Profi ss PT	Williams-Sonoma	Cash Receipt	11/4/2006	Each	1	2	$90.00	$ 180.00	2	$ 90.00		0	0	$	-
N20 Cartridges S10	Williams-Sonoma	Cash Receipt	11/4/2006	Each	1	2	$10.95	$ 21.90	2	$ 10.95		0	0	$	-

EXHIBIT K
SMALLWARES INVENTORY

Bar Pan - Large	Pampered Chef	121806	11/14/2006	Each	1	1	$29.50	$ 29.50	1	$ 29.50		0	0	$ -
Classic Medium Round Stone	Pampered Chef	121806	11/14/2006	Each	1	1	$19.00	$ 19.00	1	$ 19.00		0	0	$ -
Classic Stoneware loaf pan	Pampered Chef	121806	11/14/2006	Each	1	1	$19.50	$ 19.50	1	$ 19.50		0	0	$ -
Food Chopper	Pampered Chef	121806	11/14/2006	Each	1	1	$29.50	$ 29.50	1	$ 29.50		0	0	$ -
Measure-All Cup	Pampered Chef	121806	11/14/2006	Each	1	3	$9.00	$ 27.00	3	$ 9.00		0	0	$ -
Rectangle Stone	Pampered Chef	121806	11/14/2006	Each	1	1	$25.50	$ 25.50	1	$ 25.50		0	0	$ -
Scoop- Large	Pampered Chef	121806	11/14/2006	Each	1	2	$10.50	$ 21.00	2	$ 10.50	N.Kitchen	0	0	$ -
Square baker	Pampered Chef	121806	11/14/2006	Each	1	1	$32.50	$ 32.50	1	$ 32.50		0	0	$ -
Ultra Bar, NSF 6' Black	Hubert	191009	11/29/2006	Each	1	2	$1,236.00	$ 2,472.00	2	$ 1,236.00	3rd Floor	2	2	$ 2,472.00
Kit, RPL Sneezeguard	Hubert	215907	12/5/2006	Each	1	1	$450.00	$ 450.00	1	$ 450.00		0	0	$ -
Samsung Cash registers	Capitol Cash Register Systems	71920	12/12/2006	Each	1	12	$650.00	$ 7,800.00	12	$ 650.00	S. Kitchen	12	12	$ 7,800.00
Black steel corner adapter	Rockford	144847	12/13/2006	Each	1	1	$40.00	$ 40.00	1	$ 40.00	COA Has	0	0	$ -
Cabinet storage overhead 4 door 16x78x43	Rockford	144847	12/13/2006	Each	1	1	$678.77	$ 678.77	1	$ 678.77	COA Has	0	0	$ -
Chair HiBack LTHR Black	Rockford	144847	12/13/2006	Each	1	1	$359.00	$ 359.00	1	$ 359.00	COA Has	0	0	$ -
freelance gues chair with castors	Rockford	144847	12/13/2006	Each	1	2	$259.00	$ 518.00	2	$ 259.00	COA Has	0	0	$ -
Light shelf economizer elek	Rockford	144847	12/13/2006	Each	1	1	$299.00	$ 299.00	1	$ 299.00	COA Has	0	0	$ -
Pedestal-2 Box/1file dwr 18x15828	Rockford	144847	12/13/2006	Each	1	1	$376.62	$ 376.62	1	$ 376.62	COA Has	0	0	$ -
Pedestal-2 file drawers 18x15x28	Rockford	144847	12/13/2006	Each	1	1	$376.62	$ 376.62	1	$ 376.62	COA Has	0	0	$ -
Sheel Desk Rectangular 24x78 turnston	Rockford	144847	12/13/2006	Each	1	1	$297.23	$ 297.23	1	$ 297.23	COA Has	0	0	$ -
Tackboard-straight 78w	Rockford	144847	12/13/2006	Each	1	1	$208.00	$ 208.00	1	$ 208.00	COA Has	0	0	$ -
Turnston Bridge 24x42 choc. Walnut lpl	Rockford	144847	12/13/2006	Each	1	1	$161.23	$ 161.23	1	$ 161.23	COA Has	0	0	$ -
WorkSurface-P shape conference surf lh 42x6	Rockford	144847	12/13/2006	Each	1	1	$385.85	$ 385.85	1	$ 385.85	COA Has	0	0	$ -
Canopy Cover - Black	Kule Designs LLC	10982	12/18/2006	Each	1	1	$ 185.00	$ 185.00	1	$ 185.00		0	0	$ -
Canopy Cover - Red	Kule Designs LLC	10982	12/18/2006	Each	1	1	$185.00	$ 185.00	1	$ 185.00	3rd floor	1	1	$ 185.00
6' Sico Two Tier Moblile Catering Table Cov	Coverco Inc.	12222006	12/22/2006	Each	1	20	$ 160.00	$ 3,200.00	20	$ 160.00		0	0	$ -
8' Banquet Tale Cover (w Center Slit)	Coverco Inc.	12222006	12/22/2006	Each	1	60	$115.00	$ 6,900.00	60	$ 115.00		0	0	$ -
6' Schoolroom Banquet Table Cover (w/ Cent	Coverco Inc.	12222006	12/22/2006	Each	1	20	$ 110.00	$ 2,200.00	20	$ 110.00	3rd floor	14	14	$ 1,540.00
Freestanding Sort Module - 4 Section with op	Technical Furniture Resource, Inc.	07-2003	1/5/2007	Each	1	1	$2,488.00	$ 2,488.00	1	$ 2,488.00	COA Has	0	0	$ -
Oversize Dividers (set of 5 per pkg.)	Technical Furniture Resource, Inc.	07-2003	1/6/2007	Each	5	2	$45.60	$ 91.20	10	$ 9.12	Used	0	0	$ -
Easel, Value, Bottom Load, 8.5x11, Vertical	Hubert	110439	1/12/2007	Each	1	120	$3.41	$ 409.20	120	$ 3.41		0	0	$ -
Samsung NV10 Digital Camera	Circuit City Stores, Inc.	2100313518	1/20/2007	Each	1	1	$262.99	$ 262.99	1	$ 262.99	Keith's Ofc	1	0	$ 262.99
SanDisk 2GB Extreme III SD Card(SDSDX3-	Circuit City Stores, Inc.	2100313518	1/20/2007	Each	1	1	$149.99	$ 149.99	1	$ 149.99	Keith's Ofc	1	0	$ 149.99
Natural Burlap	Joann	190412	1/26/2007	Yard	1	250	$2.99	$ 747.50	250	$ 2.99	Basket Room	5	5	$ 14.95
ART-STC-STD062933-72 STC-STD062933-	Rockford Business Interiors	145555	1/31/2007	Each	1	1	$1,175.00	$ 1,175.00	1	$ 1,175.00	Chef Ofc	0	0	$ -
Glass Cordial 2-1/2 oz HVY SHN	Edward Don & Company	7324521	2/5/2007	Dozen	12	60	$15.54	$ 932.40	720	$ 1.30		0	0	$ -
Menu Card Holder S/S 1-3/4" HI	Ace Mart Restaurant Supply	20263039	2/9/2007	Each	1	120	$0.95	$ 114.00	120	$ 0.95	broken	0	0	$ -
000711374 Burlap utility Natural	Hancock Fabrics	ash Reiciept	2/9/2007	Each	1	200	$1.99	$ 398.00	200	$ 1.99	Basket Room	0	0	$ -
041333048642 AA 10-Pack	The Home Depot	ash Reiciept	2/10/2007	Each	1	6	$6.89	$ 41.34	6	$ 6.89	3rd Floor	0	0	$ -
Fluorescent Light 12"	The Home Depot	ash Reiciept	2/10/2007	Each	1	12	$7.97	$ 95.64	12	$ 7.97	gave COA	0	0	$ -
Chimeneas Big Boy two Mouth	GOBAMBA USA, INC	0004	2/10/2007	Each	1	6	$ 0.01	$ 0.06	6	$ 0.01		0	0	$ -
112-003 - Romano Vase XL Italian Style	GOBAMBA USA, INC	0004	2/10/2007	Each	1	12	$96.85	$ 1,162.20	12	$ 96.85	2nd floor	7	0	$ 677.95
070686730409 12in. Utility	The Home Depot	ash Reiciept	2/10/2007	Each	1	13	$10.95	$ 142.35	13	$ 10.95		0	0	$ -

EXHIBIT K
SMALLWARES INVENTORY

Metal Cactus	GOBAMBA USA, INC	0004	2/10/2007	Each	1	6	$459.66	$ 2,757.96	6	$ 459.66	2nd floor	6	6	$ 2,757.96
Iron Stands	GOBAMBA USA, INC	0004	2/10/2007	Each	1	6	$ 0.01	$ 0.06	6	$ 0.01	2nd floor	7	7	$ 0.07
Tin Lamp Nopal	GOBAMBA USA, INC	0004	2/10/2007	Each	1	6	$252.86	$ 1,517.16	6	$ 252.86	3rd floor	7	7	$ 1,770.02
Metal Nopal	GOBAMBA USA, INC	0004	2/10/2007	Each	1	6	$337.46	$ 2,024.76	6	$ 337.46	2nd floor	12	10	$ 4,049.52
Tin Lamp Cactus	GOBAMBA USA, INC	0004	2/10/2007	Each	1	6	$252.86	$ 1,517.16	6	$ 252.86	3rd floor	6	16	$ 1,517.16
82-043 - Pedestals	GOBAMBA USA, INC	0004	2/10/2007	Each	1	18	$25.35	$ 456.30	18	$ 25.35	2nd floor	18	16	$ 456.30
Talavera Pots	GOBAMBA USA, INC	0004	2/10/2007	Each	1	31	$84.60	$ 2,622.60	37	$ 70.88	2nd floor	37	37	$ 2,622.60
38769 Kirk 48 Pk AA	Costco	ash Reiciept	2/11/2007	Each	1	1	$ 9.59	$ 9.59	1	$ 9.59		0	0	$ -
485474 'AAA' 24 Pk	Costco	ash Reiciept	2/11/2007	Each	1	1	$ 10.69	$ 10.69	1	$ 10.69		0	0	$ -
52143 Falcon 4Pack	Costco	ash Reiciept	2/11/2007	Each	1	1	$ 11.79	$ 11.79	1	$ 11.79		0	0	$ -
7371040097478 6x6 CA Gold	The Home Depot	ash Reiciept	2/11/2007	Each	1	3	$22.08	$ 66.24	3	$ 22.08		0	0	$ -
737104909754 SBN 2x6 Gold	The Home Depot	ash Reiciept	2/11/2007	Each	1	98	$1.89	$ 185.22	98	$ 1.89		0	0	$ -
7ft Asian Willow NP #60693360031	Garden Ridge	ash Reiciept	2/11/2007	Each	1	3	$6.99	$ 20.97	3	$ 6.99		0	0	$ -
833964000027 18' Roman TRV	The Home Depot	ash Reiciept	2/11/2007	Each	1	2	$22.35	$ 44.70	2	$ 22.35		0	0	$ -
8698542552723 Ivory Beige	The Home Depot	ash Reiciept	2/11/2007	Each	1	1	$34.13	$ 34.13	1	$ 34.13		0	0	$ -
Basil Beargrass CNP #71743520225	Garden Ridge	ash Reiciept	2/11/2007	Each	1	1	$ 4.99	$ 4.99	1	$ 4.99		0	0	$ -
Basil Beargrass CNP #71743520225	Garden Ridge	ash Reiciept	2/11/2007	Each	1	1	$ 4.99	$ 4.99	1	$ 4.99		0	0	$ -
Contorted Willow NP #60693335200	Garden Ridge	ash Reiciept	2/11/2007	Each	1	10	$9.99	$ 99.90	10	$ 9.99		0	0	$ -
FT Sun Palm Nat NP #71574291453	Garden Ridge	ash Reiciept	2/11/2007	Each	1	1	$2.00	$ 2.00	1	$ 2.00		0	0	$ -
Spanish Pampas NANP #913400209	Garden Ridge	ash Reiciept	2/11/2007	Each	1	8	$19.99	$ 159.92	8	$ 19.99		0	0	$ -
Ting Ting Jumbo GNP #71574291720	Garden Ridge	ash Reiciept	2/11/2007	Each	1	4	$7.99	$ 31.96	4	$ 7.99		0	0	$ -
Twisted Tamboo-BUNP #71743588516	Garden Ridge	ash Reiciept	2/11/2007	Each	1	1	$5.99	$ 5.99	1	$ 5.99	Basket Room	1	0	$ 5.99
Twisted Tamboo-BUNP #71743588516	Garden Ridge	ash Reiciept	2/11/2007	Each	1	1	$5.99	$ 5.99	1	$ 5.99	Basket Room	1	0	$ 5.99
Twisted Tamboo-BUNP #71743588516	Garden Ridge	ash Reiciept	2/11/2007	Each	1	1	$5.99	$ 5.99	1	$ 5.99	Basket Room	1	0	$ 5.99
24in Grass in RESNP #75517303717	Garden Ridge	ash Reiciept	2/11/2007	Each	1	9	$ 10.00	$ 90.00	9	$ 10.00	Basket Room	4	0	$ 40.00
3 5ft Tall Ting CNP #71574200651	Garden Ridge	ash Reiciept	2/11/2007	Each	1	4	$7.99	$ 31.96	4	$ 7.99	Basket Room	4	0	$ 31.96
Buri Braid PERSIMNP #905317817	Garden Ridge	ash Reiciept	2/11/2007	Each	1	6	$6.99	$ 41.94	6	$ 6.99	Basket Room	6	0	$ 41.94
5ft Curly Willow NP #2470818109	Garden Ridge	ash Reiciept	2/11/2007	Each	1	10	$19.99	$ 199.90	10	$ 19.99	Basket Room	10	0	$ 199.90
Natural BeargrassNP #71743587322	Garden Ridge	ash Reiciept	2/11/2007	Each	1	11	$4.99	$ 54.89	11	$ 4.99	deco room	10	0	$ 49.90
Ting Ting Jumbo GNP #71574291720	Garden Ridge	ash Reiciept	2/11/2007	Each	1	1	$7.99	$ 7.99	1	$ 7.99	Basket Room	1	1	$ 7.99
Twisted Tamboo-BUNP #71743588516	Garden Ridge	ash Reiciept	2/11/2007	Each	1	1	$5.99	$ 5.99	1	$ 5.99	Basket Room	1	1	$ 5.99
Twisted Tamboo-BUNP #71743588516	Garden Ridge	ash Reiciept	2/11/2007	Each	1	1	$5.99	$ 5.99	1	$ 5.99	Basket Room	1	1	$ 5.99
15lb Bags Rocks BLNP #73204680211	Garden Ridge	ash Reiciept	2/11/2007	Each	1	2	$ 5.99	$ 11.98	2	$ 5.99	Basket Room	2	2	$ 11.98

EXHIBIT K
SMALLWARES INVENTORY

15lb Bags Rocks MNP #73204680215	Garden Ridge	ash Reciept	2/11/2007	Each	1	8	$ 5.99	$ 47.92	8	$ 5.99	Basket Room	8	8	$ 47.92
125127 Sony SLVD271 DVD Player	Costco	ash Reciept	2/11/2007	Each	1	1	$99.99	$ 99.99	1	$ 99.99	John B office	1	0	$ 99.99
998809 IUSB8HD10-CL	Costco	ash Reciept	2/11/2007	Each	1	1	$99.97	$ 99.97	1	$ 99.97	Keith's Ofc	0	0	$ -
793933 SBN 2x6 Gold	The Home Depot	ash Reciept	2/12/2007	Each	1	21	$1.89	$ 39.69	21	$ 1.89		0	0	$ -
794215 2x6 SBN EA	The Home Depot	ash Reciept	2/12/2007	Each	1	47	$1.97	$ 92.59	47	$ 1.97		0	0	$ -
795959 6x6 Case	The Home Depot	ash Reciept	2/12/2007	Each	1	1	$22.08	$ 22.08	1	$ 22.08		0	0	$ -
Carving Station-Black Galaxy 9692-Black	Edward Don & Company	7357606	2/14/2007	Each	1	2	$344.58	$ 689.16	2	$ 344.58	18a	2	2	$ 689.16
Cheese Slicer, 2 Handles with 2 36"wires	Hubert	319565	2/15/2007	Each	1	2	$12.05	$ 24.10	2	$ 12.05	broke	0	0	$ -
Replacement Wire/36" For 14039	Hubert	319565	2/15/2007	Each	1	1	$11.33	$ 11.33	1	$ 11.33		0	0	$ -
Thermolabel 180 F	Hubert	319565	2/15/2007	Each	1	10	$11.54	$ 115.40	10	$ 11.54		0	0	$ -
1/8 Peck Basket w/ Bail Handle	Hubert	319565	2/15/2007	Each	1	11	$3.86	$ 42.46	11	$ 3.86	South Dock Hallway	11	10	$ 42.46
1/8 Peck Basket w/ Bail Handle	Hubert	319565B1	3/6/2007	Each	1	13	$3.86	$ 50.18	13	$ 3.86	Basket Room	32	30	$ 123.52
Canopy Cover	Kule Designs LLC	12026	3/8/2007	Each	1	1	$185.00	$ 185.00	1	$ 185.00	Pizza Hut Stand	1	1	$ 185.00
Steamer	Ben E. Keith	356788	3/10/2007	Each	1	1	$1,147.69	$ 1,147.69	1	$ 1,147.69	18a	1	1	$ 1,147.69
Cambro Kiosk Hand Sink	Cambro	07034244-0	3/12/2007	Each	1	2	$2,175.00	$ 4,350.00	2	$ 2,175.00	3rd Floor	2	2	$ 4,350.00
Display Warmer	Ben E. Keith	362384	3/15/2007	Each	1	1	$3,279.89	$ 3,279.89	1	$ 3,279.89	3rd Floor	1	1	$ 3,279.89
Talavera Salsa Pots small salsa pot	GOBAMBA USA, INC	0007	3/15/2007	Each	1	56	$15.50	$ 868.00	56	$ 15.50	2nd floor	21	19	$ 325.50
Ceramic Glazed Chimeneas	GOBAMBA USA, INC	0007	3/15/2007	Each	1	16	$347.80	$ 5,564.80	16	$ 347.80	2nd floor	20	20	$ 6,956.00
Disher #100 All S/S Squeeze HNDL	Ace Mart Restaurant Supply	20268604	3/22/2007	Each	1	4	$7.98	$ 31.92	4	$ 7.98		0	0	$ -
Knife Chef 8"	Ace Mart Restaurant Supply	20268604	3/22/2007	Each	1	1	$9.98	$ 9.98	1	$ 9.98		0	0	$ -
Ladle 2oz 3 sided bowl	Ben E. Keith	369090	3/22/2007	Each	1	120	$ 7.25	$ 870.00	120	$ 7.25	N. Kitchen	54	54	$ 391.50
Pannini Grill	Ben E. Keith	379800	3/30/2007	Each	1	1	$1,125.00	$ 1,125.00	1	$ 1,125.00	18a	1	1	$ 1,125.00
Hot Food Merchandiser	Ben E. Keith	379800	3/30/2007	Each	1	3	$ 854.00	$ 2,562.00	3	$ 854.00	3rd Floor	3	3	$ 2,562.00
Batter Dispenser	Tuesday Morning, Inc.	ash Reciept	3/31/2007	Each	1	6	$14.99	$ 89.94	6	$ 14.99	18A	6	5	$ 89.94
Sq Glass Jar With Lid	Tuesday Morning, Inc.	ash Reciept	3/31/2007	Each	1	11	$2.99	$ 32.89	11	$ 2.99	18A	0	0	$ -
1.88"x55yd All Purpose DU	Lowe's	ash Reciept	4/5/2007	Each	1	2	$4.98	$ 9.96	2	$ 4.98		0	0	$ -
Skillet - 007553630140	Wal-Mart	ash Reciept	4/5/2007	Each	1	5	$29.96	$ 149.80	5	$ 29.96		0	0	$ -
Pan Fry 8" Steelcoat Tribute	Edward Don & Company	7532106	4/9/2007	Each	1	6	$ 32.48	$ 194.88	6	$ 32.48		0	0	$ -
Lid Lifter	Cabela's	ash Reciept	4/10/2007	Each	1	1	$11.99	$ 11.99	1	$ 11.99		0	0	$ -
Sugar Pourer 12oz Glass Each	Ace Mart Restaurant Supply	20271082	4/10/2007	Each	1	1	$2.28	$ 2.28	1	$ 2.28		0	0	$ -
Tripod w/ 36" Chain	Cabela's	ash Reciept	4/10/2007	Each	1	1	$ 89.97	$ 89.97	1	$ 89.97		0	0	$ -
Cookie Cutters Set of 11 Round	Ace Mart Restaurant Supply	20271082	4/10/2007	Each	1	1	$10.49	$ 10.49	1	$ 10.49		0	0	$ -
Knife Chef 7-1/4" Stiff	Ace Mart Restaurant Supply	20271082	4/10/2007	Each	1	1	$25.95	$ 25.95	1	$ 25.95		0	0	$ -
Skillet 15.25" Cast Iron Logic	Ace Mart Restaurant Supply	20271082	4/10/2007	Each	1	1	$ 42.98	$ 42.98	1	$ 42.98		0	0	$ -
48 Pepper Roaster	Cabela's	ash Reciept	4/10/2007	Each	1	1	$159.96	$ 159.96	1	$ 159.96	broken	1	0	$ 159.96
Ladle Elk Horn	Cabela's	ash Reciept	4/10/2007	Each	1	1	$ 14.99	$ 14.99	1	$ 14.99	Chef Ofc	1	1	$ 14.99
Spoon Spatula Red HI Heat Silicon	Ace Mart Restaurant Supply	20271082	4/10/2007	Each	1	4	$ 5.48	$ 21.92	4	$ 5.48	smoke	4	4	$ 21.92
Lime Squeezer	Ace Mart Restaurant Supply	20271750	4/14/2007	Each	1	4	$8.45	$ 33.80	4	$ 8.45		0	0	$ -

EXHIBIT K
SMALLWARES INVENTORY

Satula Red 12in. Slotted HI Heat	Ace Mart Restaurant Supply	20271750	4/14/2007	Each	1	4	$6.98	$ 27.92	4	$ 6.98		4	4	$ 27.92
Candle Holder (LAF event)	Tuesday Morning	Cash Receipt	4/17/2007	Each	1	1	$ 10.39	$ 10.39	1	$ 10.39	Ikea Room	1	1	$ 10.39
Corkscrew Waiters w/ Bottle Opener	Ace Mart Restaurant Supply	20273451	4/27/2007	Each	1	16	$1.75	$ 28.00	16	$ 1.75	Liquor Room/S. Kitchen	0	0	$ -
M6X10 Stain Soc Cap	American Fasteners, Inc.	5046771	5/1/2007	Each	1	100	$ 0.24	$ 23.85	100	$ 0.24		0	0	$ -
M6X12 Stain Hex Cap SCR	American Fasteners, Inc.	5046771	5/1/2007	Each	1	100	$0.19	$ 19.00	100	$ 0.19		0	0	$ -
Cummins Allison Jetscan, 4062 S/N 1406260	Cummins-Allison Corp.	3069292	5/3/2007	Each	1	1	$2,370.25	$ 2,370.25	1	$ 2,370.25	Angela's Ofc	1	0	$ 2,370.25
Sign Holder, Clip on, Small, 12/Bag	Hubert	417761	5/4/2007	Dozen	12	3	$11.42	$ 34.26	36	$ 0.95		0	0	$ -
Door For Food Bar 6UBR	Hubert	215907B1	5/10/2007	Each	1	4	$ 38.00	$ 152.00	4	$ 38.00		0	0	$ -
Pan Fry 8" Steelcoat Tribute	Edward Don & Company	7671818	5/18/2007	Each	1	6	$32.48	$ 194.88	6	$ 32.48		0	0	$ -
Crème Brul 4 Ramekin - Linens	Linens 'N Things	ash Reiciept	5/27/2007	Each	1	1	$ 19.99	$ 19.99	1	$ 19.99		0	0	$ -
Mandoline	Linens 'N Things	ash Reiciept	5/27/2007	Each	1	1	$ 29.99	$ 29.99	1	$ 29.99		0	0	$ -
Mesh Straight 7	Linens 'N Things	ash Reiciept	5/27/2007	Each	1	1	$9.99	$ 9.99	1	$ 9.99		0	0	$ -
Peeler Julienne	Linens 'N Things	ash Reiciept	5/27/2007	Each	1	1	$6.99	$ 6.99	1	$ 6.99	cold	0	0	$ -
Zippobutan	Linens 'N Things	ash Reiciept	5/27/2007	Each	1	1	$3.99	$ 3.99	1	$ 3.99		0	0	$ -
Cutter, Paper, S/S, 18"W	Hubert	448310a	6/4/2007	Each	1	1	$ 75.95	$ 75.95	1	$ 75.95	Admin	0	0	$ -
Peeler Y Straight Edge Firm Grip Hndl	Ace Mart Restaurant Supply	20279835	6/15/2007	Each	1	1	$3.78	$ 3.78	1	$ 3.78	cold	0	0	$ -
Potato Peeling Knife	Ace Mart Restaurant Supply	20279835	6/15/2007	Each	1	1	$ 4.25	$ 4.25	1	$ 4.25		0	0	$ -
Edge-Guard For Parer 4"	Ace Mart Restaurant Supply	20279835	6/15/2007	Each	1	1	$1.95	$ 1.95	1	$ 1.95		1	0	$ 1.95
Mandoline Slicer	Ace Mart Restaurant Supply	20279835	6/15/2007	Each	1	1	$69.95	$ 69.95	1	$ 69.95	sc office	1	0	$ 69.95
Plate Chocolate Lively Glass 12.5 in.	Ace Mart Restaurant Supply	20279835	6/15/2007	Each	1	1	$13.98	$ 13.98	1	$ 13.98		1	0	$ 13.98
Plate Square 12"x12" Milano Black	Ace Mart Restaurant Supply	20279835	6/15/2007	Each	1	1	$8.98	$ 8.98	1	$ 8.98		1	0	$ 8.98
Edge-Guard For Utility 6"	Ace Mart Restaurant Supply	20279835	6/15/2007	Each	1	2	$2.25	$ 4.50	2	$ 2.25		2	0	$ 4.50
Edge-Guard For Chef's 10"	Ace Mart Restaurant Supply	20279835	6/15/2007	Each	1	4	$ 2.95	$ 11.80	4	$ 2.95		4	0	$ 11.80
Digital Camera (Chef use)	Circuit City Stores, Inc.	ash Reiciept	6/15/2007	Each	1	1	$249.99	$ 249.99	1	$ 249.99	Chef Ofc	1	0	$ 249.99
Photo Bag	Circuit City Stores, Inc.	ash Reiciept	6/15/2007	Each	1	1	$24.99	$ 24.99	1	$ 24.99	Chef Ofc	1	0	$ 24.99
Portable USB Drive	Circuit City Stores, Inc.	ash Reiciept	6/15/2007	Each	1	1	$149.99	$ 149.99	1	$ 149.99	Keith's Ofc	1	0	$ 149.99
Flash Memory (camera)	Circuit City Stores, Inc.	ash Reiciept	6/15/2007	Each	1	1	$ 19.99	$ 19.99	1	$ 19.99	Keith's Ofc	0	0	$ -
Flash Memory (camera)	Circuit City Stores, Inc.	ash Reiciept	6/15/2007	Each	1	1	$ 19.99	$ 19.99	1	$ 19.99	Keith's Ofc	0	0	$ -
Cabinet, Cylinder	Grainger	9390477421	6/19/2007	Each	1	2	$ 672.30	$ 1,344.60	2	$ 672.30	S.Kitchen	0	0	$ -
Oil-Pint 41996	Ace Mart Restaurant Supply	20280800	6/22/2007	Each	1	1	$9.48	$ 9.48	1	$ 9.48		0	0	$ -
Sharpening Stone Combo 8x2x1	Ace Mart Restaurant Supply	20280800	6/22/2007	Each	1	1	$4.95	$ 4.95	1	$ 4.95		0	0	$ -
Knife Sharpener 6" 3-N-1 #IM	Ace Mart Restaurant Supply	20280800	6/22/2007	Each	1	1	$64.98	$ 64.98	1	$ 64.98	cage	1	0	$ 64.98
Chef Utility Case w/ Knives (no case)	Edward Don & Company	7753252B	6/26/2007	Each	1	1	$ 297.64	$ 297.64	1	$ 297.64	Brad's office	1	0	$ 297.64
MS Publisher program	CompUSA	cash receipt	7/3/2007	Each	1	1	$ 129.99	$ 129.99	1	$ 129.99	Jay's laptop	1	1	$ 129.99
Dripless Rectangle Chafer	Aramark Direct Dropship	269232	7/9/2007	Each	1	12	$735.53	$ 8,826.36	12	$ 735.53		0	53	$ -
5 Gallon Coffee Urn	Aramark Direct Dropship	269232	7/9/2007	Each	1	12	$1,058.88	$ 12,706.56	12	$ 1,058.88	S. Kitchen	11	0	$ 11,647.68
Carlisl Squeegee Floor Double Foam	Sysco	707100671	7/10/2007	Each	1	4	$16.55	$ 66.20	4	$ 16.55		0	0	$ -

EXHIBIT K
SMALLWARES INVENTORY

Apron, Hycar, yellow	Hubert	490461B	7/11/2007	Each	1	3	$ 19.79	$ 59.37	3	$ 19.79		0	0	$	-
Squeegee 18" Straight Non-Marking Neopren	Hubert	490461B	7/11/2007	Each	1	8	$ 16.63	$ 133.04	8	$ 16.63		0	0	$	-
Wood Handle 60" Tapered, 1 1/8 dia.	Hubert	490461B	7/11/2007	Each	1	2	$4.23	$ 8.46	2	$ 4.23		0	0	$	-
955637 Glass Jar	Costco	ash Reiciept	7/17/2007	Each	1	1	$ 26.99	$ 26.99	1	$ 26.99		0	0	$	-
9' Canopy Covers	Kule Designs LLC	7252007	7/25/2007	Each	1	2	$200.00	$ 400.00	2	$ 200.00		0	2	$	-
8' Canopy Covers	Kule Designs LLC	7252007	7/25/2007	Each	1	3	$185.00	$ 555.00	3	$ 185.00		0	3	$	-
070042408690 12x48 Shelf	The Home Depot	ash Reiciept	8/2/2007	Each	1	4	$7.79	$ 31.16	4	$ 7.79	Levi Ofc	4	0	$	31.16
071691181088 12' Bracket	The Home Depot	ash Reiciept	8/2/2007	Each	1	12	$2.21	$ 26.52	12	$ 2.21		0	0	$	-
728494104409 4in Nat Tie	The Home Depot	ash Reiciept	8/2/2007	Each	1	1	$1.91	$ 1.91	1	$ 1.91		0	0	$	-
938076 8x8x16 Block	The Home Depot	ash Reiciept	8/2/2007	Each	1	3	$ 1.29	$ 3.87	3	$ 1.29		0	0	$	-
Cubeicals	Target	ash Reiciept	8/2/2007	Each	1	1	$ 39.99	$ 39.99	1	$ 39.99		0	0	$	-
717877021730 Tile	The Home Depot	ash Reiciept	8/7/2007	Each	1	16	$ 5.98	$ 95.68	16	$ 5.98		0	0	$	-
Sysco Knife Boner Flexible Sanis	Sysco	708070823	8/7/2007	Each	1	1	$11.56	$ 11.56	1	$ 11.56		0	0	$	-
Sysco Knife Bread Offset Scal	Sysco	708070823	8/7/2007	Each	1	1	$11.95	$ 11.95	1	$ 11.95		0	0	$	-
Sysco Knife Cook Sanisoft	Sysco	708070823	8/7/2007	Each	1	1	$22.88	$ 22.88	1	$ 22.88		0	0	$	-
Sysco Knife Cook Scllpd Edg	Sysco	708070823	8/7/2007	Each	1	1	$ 20.37	$ 20.37	1	$ 20.37		0	0	$	-
Sys Imp Knife Paring Forged	Sysco	708070823	8/7/2007	Each	1	1	$27.33	$ 27.33	1	$ 27.33		0	0	$	-
T7P-T Refurb Credit Card Machines	Compass Bank	08082007	8/8/2007	Each	1	10	$149.00	$ 1,490.00	10	$ 149.00	Traded In	0	0	$	-
Handle Holder Set-2 Blk and Red	Ace Mart Restaurant Supply	20289105	8/29/2007	PK	2	5	$4.98	$ 24.90	10	$ 2.49		0	0	$	-
Skillet 10.25" Cast Iron Logic	Ace Mart Restaurant Supply	20289105	8/29/2007	Each	1	4	$ 13.98	$ 55.92	4	$ 13.98		0	0	$	-
Tool Cart & Chest Combination, 7 Drawers M	Grainger	9443813747	8/29/2007	Each	1	1	$318.60	$ 318.60	1	$ 318.60	sc office	1	1	$	318.60
Spoon Serving 8-3/8" S/S	Ace Mart Restaurant Supply	20289105	8/29/2007	Each	1	10	$2.25	$ 22.50	10	$ 2.25		10	10	$	22.50
9.5" Skillet-Prese / 10953339	Academy	ash Reiciept	8/29/2007	Each	1	5	$ 4.76	$ 23.80	5	$ 4.76		0	0	$	-
60 qt box	Target	Cash Receipt	9/3/2007	Each	1	5	$ 6.88	$ 34.40	5	$ 6.88	3rd Floor	0	6	$	-
Extreme Duty Queen Mary Banquet Cart 2500	Aramark Direct Dropship	345675	9/4/2007	Each	1	12	$956.25	$ 11,475.00	12	$ 956.25	kitchen	12	12	$	11,475.00
60 qt box	Target	Cash Receipt	9/7/2007	Each	1	6	$ 6.88	$ 41.28	6	$ 6.88	2nd Floor	6	6	$	41.28
4S Toaster	Sam's Club	Cash Receipt	9/22/2007	Each	1	4	$ 59.74	$ 238.96	4	$ 59.74	Conf Rm	1	4	$	59.74
Swivel Caster, 3 1/2 in	Grainger	9462321416	9/24/2007	Each	1	22	$ 10.23	$ 225.06	22	$ 10.23	Soda Room	30	0	$	306.90
Swivel Caster, 3 1/2 in	Grainger	9461909740	9/24/2007	Each	1	8	$ 10.23	$ 81.84	8	$ 10.23		0	4	$	-
Swivel Caster, 3 1/2 in	Grainger	9461909765	9/24/2007	Each	1	17	$ 10.23	$ 173.91	17	$ 10.23		0	15	$	-
Swivel Caster, 3 1/2 in	Grainger	9461909757	9/24/2007	Each	1	49	$ 10.23	$ 501.27	49	$ 10.23		0	40	$	-
Steel square tube 11 gal x 1-1/2 x 1-1/2 (cowb	Metals 4 U	090807	9/24/2007	Each	1	96	$ 1.31	$ 125.76	96	$ 1.31	Basket Room	81	72	$	106.11
Corkscrew Waiters w/ bottle opener	Ace Mart	Cash Receipt	9/25/2007	Each	1	30	$ 1.75	$ 52.50	30	$ 1.75	Liquor Room/S. Kitchen	5	0	$	8.75
Cubeicals	Target	ash Reiciept	9/25/2007	Each	1	1	$39.99	$ 39.99	1	$ 39.99		0	0	$	-
Scoop 5 oz stainless steel	Ace Mart	Cash Receipt	9/25/2007	Each	1	22	$ 2.95	$ 64.90	22	$ 2.95	N. Kitchen	0	2	$	-
Shelves-Metro Costco on Wheels	Costco	ash Reiciept	9/25/2007	Each	1	25	$76.99	$ 1,924.75	25	$ 76.99	kitchen	47	30	$	3,618.53
Scoop Bar Polycarbonate clear	Sysco	709261070	9/26/2007	Each	1	13	$ 3.22	$ 41.86	13	$ 3.22		0	27	$	-
Shaker S&P Panel Mushrm top	Sysco	709270842	9/27/2007	Case	24	4	$ 17.99	$ 71.96	96	$ 0.75	S. Kitchen	0	63	$	-
Box Bus Blk 7in deep 15x20	Sysco	709281020	9/28/2007	Each	1	67	$ 11.82	$ 791.94	67	$ 11.82	dish	105	720	$	1,241.10
Brush Pastry boar 2 IN wood Hdl	Sysco	709290295	9/29/2007	Each	1	10	$ 11.53	$ 115.30	10	$ 11.53		0	0	$	-
Sugar Holders 3.5" GIBR 2dz CS	Ace Mart	20293531	10/1/2007	Case	24	10	$ 45.95	$ 459.50	240	$ 1.91		238	195	$	455.67

EXHIBIT K
SMALLWARES INVENTORY

Sugar Holders 3.5" GIBR 2dz CS	Ace Mart	20293531	10/1/2007	Each	1	10	$ 2.17	$ 21.67	10	$ 2.17		0	240	$ -
11/32 or 3/8 4x8 rtd Sheathing-Syp	The Home Depot	570-183986	10/2/2007	Each	1	50	$ 11.47	$ 573.50	50	$ 11.47		0	0	$ -
Mop Head 24 oz clamp white	Ben E. Keith	00585071	10/2/2007	Each	1	4	$ 5.78	$ 23.12	4	$ 5.78		0	0	$ -
Tblecrft bottle plas squeeze clear 8oz	Sysco	710020763	10/2/2007	Case	12	2	$ 6.46	$ 12.92	24	$ 0.54		0	0	$ -
Dust pan lobby black	Ben E. Keith	00585071	10/2/2007	Each	1	6	$ 14.96	$ 89.76	6	$ 14.96	dish	1	0	$ 14.96
Brush Deck	Sysco	710021021	10/2/2007	Each	1	4	$ 7.51	$ 30.04	4	$ 7.51	dish	2	0	$ 15.02
Handle Mop 60 inch clamp	Ben E. Keith	00585071	10/2/2007	Each	1	2	$ 12.89	$ 25.78	2	$ 12.89	dish	2	0	$ 25.78
Squeegee floor 24 In Dbl Fo	Ben E. Keith	00585071	10/2/2007	Each	1	8	$ 8.89	$ 71.12	8	$ 8.89	dish	4	0	$ 35.56
Broom 28 lb Janitor	Ben E. Keith	00585071	10/2/2007	Each	1	6	$ 6.57	$ 39.42	6	$ 6.57	dish	6	0	$ 39.42
Mop Bucket/wringer combo yel	Ben E. Keith	00585071	10/2/2007	Each	1	2	$ 58.98	$ 117.96	2	$ 58.98	dish	2	2	$ 117.96
Scoop Large 64 oz clear	Ben E. Keith	00585071	10/2/2007	Each	1	13	$ 7.78	$ 101.14	13	$ 7.78	dish	26	23	$ 202.28
Camdolly For UPC400-SLTBL	Aramark Direct Dropship	071398780	10/3/2007	Each	1	1	$ 128.25	$ 128.25	1	$ 128.25		0	0	$ -
Dishcart fits to 8 1/4" grgrn	Cambro	071524551	10/6/2007	Each	1	4	$ 410.00	$ 1,640.00	4	$ 410.00	BR D	4	4	$ 1,640.00
Screwdriver Precision 11	Big lots	Cash Receipt	10/8/2007	Each	1	1	$ 1.20	$ 1.20	1	$ 1.20	Anthony	1	1	$ 1.20
Wrench set 3pc adjustable	Big lots	Cash Receipt	10/8/2007	Each	1	1	$ 7.20	$ 7.20	1	$ 7.20		1	1	$ 7.20
Wrench set 3pc adjustable	Big lots	Cash Receipt	10/8/2007	Each	1	1	$ 7.21	$ 7.21	1	$ 7.21		1	1	$ 7.21
10x10 mm dicing kit	Ace Mart	20294437	10/8/2007	Each	1	1	$ 323.00	$ 323.00	1	$ 323.00	cold	1	1	$ 323.00
6 mm Julienne Plate	Ace Mart	20294438	10/9/2007	Each	1	1	$ 165.00	$ 165.00	1	$ 165.00	cold	1	1	$ 165.00
14 mm Slicing Plate	Ace Mart	20294439	10/10/2007	Each	1	1	$ 159.00	$ 159.00	1	$ 159.00	cold	1	1	$ 159.00
5 mm Grating Plate	Ace Mart	20294440	10/11/2007	Each	1	1	$ 159.00	$ 159.00	1	$ 159.00	cold	1	1	$ 159.00
Plate rack single for R4	Ace Mart	20294441	10/12/2007	Each	1	4	$ 13.95	$ 55.80	4	$ 13.95		4	4	$ 55.80
Plate rack-holds 8 plates	Ace Mart	20294442	10/13/2007	Each	1	4	$ 11.00	$ 44.00	4	$ 11.00		4	4	$ 44.00
Pusher for R6N	Ace Mart	20294443	10/14/2007	Each	1	1	$ 13.00	$ 13.00	1	$ 13.00	cold	1	1	$ 13.00
Mandolin slicer 38 blds	Ace Mart	20294444	10/15/2007	Each	1	2	$ 115.98	$ 231.96	2	$ 115.98	cold	2	2	$ 231.96
Blender Quick Stic Immersion	Ace Mart	20294437	10/16/2007	Each	1	1	$ 74.98	$ 74.98	1	$ 74.98	cold	1	1	$ 74.98
Mandolin Pusher block for 215001	Ace Mart	20294445	10/16/2007	Each	1	2	$ 24.98	$ 49.96	2	$ 24.98	cold	1	1	$ 24.98
Salad drier 20 gal capacity elec	Ace Mart	20294445	10/16/2007	Each	1	1	$ 1,999.00	$ 1,999.00	1	$ 1,999.00	cold	1	1	$ 1,999.00
Dish Dolly for Saucer B&B Black	Cambro	71524550	10/21/2007	Each	1	3	$ 410.00	$ 1,230.00	3	$ 410.00	BR D	9	9	$ 3,690.00
Dishcart fits to 11 1/4" sltbl	Cambro	71524550	10/21/2007	Each	1	1	$ 435.00	$ 435.00	1	$ 435.00	BR D/3rd Floor	11	11	$ 4,785.00
4x4 slate	The Home Depot	Cash Receipt	10/23/2007	Each	1	11	$ 3.84	$ 42.24	11	$ 3.84		0	0	$ -
Bowl serve Pasta	World Market	Cash Receipt	10/23/2007	Each	1	3	$ 12.99	$ 38.97	3	$ 12.99		0	0	$ -
Bowl Vege White	World Market	Cash Receipt	10/23/2007	Each	1	8	$ 7.99	$ 63.92	8	$ 7.99		0	0	$ -
Cook's companion	World Market	Cash Receipt	10/23/2007	Each	1	1	$ 15.99	$ 15.99	1	$ 15.99		0	0	$ -
Jar s/8 mini Jelly Tray	Sur La Table	Cash Receipt	10/23/2007	Each	1	1	$ 20.36	$ 20.36	1	$ 20.36		0	0	$ -
Peeler Palm Asst	Sur La Table	Cash Receipt	10/23/2007	Each	1	3	$ 4.21	$ 12.63	3	$ 4.21		0	0	$ -
Cake Pan 2x14 inch rnd al	Sur La Table	Cash Receipt	10/23/2007	Each	1	1	$ 12.71	$ 12.71	1	$ 12.71	cage	1	1	$ 12.71
Cake pan 3x14 in rnd al	Sur La Table	Cash Receipt	10/23/2007	Each	1	1	$ 14.41	$ 14.41	1	$ 14.41	cage	1	1	$ 14.41
Cake pan 3x14 in sq al	Sur La Table	Cash Receipt	10/23/2007	Each	1	1	$ 28.86	$ 28.86	1	$ 28.86	cage	1	1	$ 28.86
Cake pan 2x14 in sq al	Sur La Table	Cash Receipt	10/23/2007	Each	1	3	$ 21.21	$ 63.63	3	$ 21.21	18a	3	3	$ 63.63
Paella pan 15 in serve 8	Sur La Table	Cash Receipt	10/23/2007	Each	1	2	$ 25.46	$ 50.92	2	$ 25.46	18a	3	3	$ 76.38
Paella pan 16.5 IN serves 10	Sur La Table	Cash Receipt	10/23/2007	Each	1	3	$ 33.96	$ 101.88	3	$ 33.96	18a	3	3	$ 101.88
Paver Red	The Home Depot	Cash Receipt	10/23/2007	Each	1	22	$ 0.91	$ 20.02	22	$ 0.91	3rd Floor	600	600	$ 546.00
36 Pk "AA"	Costco	Cash Receipt	10/28/2007	Pk	36	2	$ 12.49	$ 24.98	72	$ 0.35	used	0	0	$ -
Utility LTR	Costco	Cash Receipt	10/28/2007	Each	1	1	$ 7.39	$ 7.39	1	$ 7.39	Catering office	0	0	$ -

EXHIBIT K
SMALLWARES INVENTORY

Cordless Screwdriver	Costco	Cash Receipt	10/28/2007	Each	1	1	$ 19.99	$ 19.99	1	$ 19.99	Angela's Ofc	0	0	$ -
Westdig 250Gig storage drive	Costco	Cash Receipt	10/28/2007	Each	1	1	$ 139.99	$ 139.99	1	$ 139.99		0	0	$ -
Salt & Pepper Shaker mushroom	Ben E. Keith	0616338	10/29/2007	Case	24	6	$ 17.61	$ 105.66	144	$ 0.73	BR D	174	174	$ 127.67
Oval Chrome Wire Serving Basket 10x9 3/16	Tablecraft	578344	10/29/2007	Each	1	100	$ 5.52	$ 552.00	100	$ 5.52	BR D Storage	343	461	$ 1,893.36
Dish Rack Dolly	Vollrath	745381	10/30/2007	Each	1	20	$ 73.06	$ 1,461.20	20	$ 73.06		20	20	$ 1,461.20
Handle Assembly	Vollrath	745381	10/30/2007	Each	1	20	$ 23.13	$ 462.60	20	$ 23.13		20	20	$ 462.60
Bell Creamer 7 1/4 oz	Vollrath	745381	10/30/2007	Each	1	10	$ 29.64	$ 296.40	10	$ 29.64		0	36	$ -
Gravy Boat 8 oz.	Vollrath	745381	10/30/2007	Each	1	9	$ 45.60	$ 410.40	9	$ 45.60	BR D	68	66	$ 3,100.80
Square Plain DBl Wall Insulated Bowl	Vollrath	746191	10/31/2007	Each	1	96	$ 17.10	$ 1,641.60	96	$ 17.10	cold	25	0	$ 427.50
Dishcart fits to 5 3/4" grgry	Cambro	71524550	10/31/2007	Each	1	3	$ 410.00	$ 1,230.00	3	$ 410.00	kitchen	6	12	$ 2,460.00
Butter Spreader/Chateau FH 4"	Aramark Direct Dropship	62618	10/31/2007	Each	12	68	$15.77	$ 1,072.36	816	$ 1.31		0	161	$ -
Sqr. Beehive Double-wall Insulated Bowl 8.2	Vollrath	746191	10/31/2007	Each	1	198	$ 42.13	$ 8,341.74	198	$ 42.13	cold	185	181	$ 7,794.05
Chateau Iced Teaspoon	Aramark Direct Dropship	62618	10/31/2007	Each	12	63	$14.00	$ 882.00	756	$ 1.17	BR D Storage	2983	2983	$ 3,480.17
Chateau Dinner Fork	Aramark Direct Dropship	62618	10/31/2007	Each	12	234	$13.00	$ 3,042.00	2808	$ 1.08	BR D	6950	6581	$ 7,529.17
Water Goblet 14 oz. Excalibur	Cardinal International	903770610	10/31/2007	2 dozen	24	175	$ 42.20	$ 7,385.00	4200	$ 1.76	BR D	6315	7002	$ 11,103.88
Oval Soup Spoon/Chateau	Aramark Direct Dropship	64157	10/31/2007	Each	12	237	$14.90	$ 3,531.30	2844	$ 1.24	BR D	0	0	$ -
Oval Soup Spoon/Chateau	Aramark Direct Dropship	62618	10/31/2007	Each	12	63	$14.90	$ 938.70	756	$ 1.24		1945	0	$ 2,415.04
Glass 14 oz goblet ap excalibur	Edward Don & Company	8222890	11/1/2007	Dz	12	126	$ 27.14	$ 3,419.64	1512	$ 2.26		0	0	$ -
Cup Rack- 20 cup Med- Full size Royal Blue	Vollrath	746772	11/1/2007	Each	1	15	$ 68.40	$ 1,026.00	15	$ 68.40	BR D	15	15	$ 1,026.00
Rack Glass 25s638 Gray	Edward Don & Company	8221677	11/1/2007	Each	1	20	$28.90	$ 578.00	20	$ 28.90	BR D	20	20	$ 578.00
Rack Glass 25s638 Gray	Edward Don & Company	8222434	11/1/2007	Each	1	1	$28.90	$ 28.90	1	$ 28.90		21	25	$ 606.90
Comp Rack 25 Xtra Tall Full Size- Green	Vollrath	746772	11/1/2007	Each	1	40	$ 96.90	$ 3,876.00	40	$ 96.90	BR D	39	40	$ 3,779.10
Rack Glass 25s638 Gray	Edward Don & Company	8222890	11/1/2007	Each	1	21	$ 28.90	$ 606.90	21	$ 28.90	3rd Floor	200	200	$ 5,780.00
Oval Soup Spoon/Chateau	Aramark Direct Dropship	70959	11/6/2007	Each	12	3	$14.90	$ 44.70	36	$ 1.24		0	0	$ -
Vollrath Whip french nylon hndl	Sysco	711071202	11/7/2007	Each	1	6	$ 10.33	$ 61.98	6	$ 10.33	smoke	4	4	$ 41.32
Volrath Whip Piano Nylon Handle high	Sysco	711071202	11/7/2007	Each	1	6	$ 6.24	$ 37.44	6	$ 6.24	smoke	4	4	$ 24.96
Disher stnls solid orchid hndl	Sysco	711071202	11/7/2007	Each	1	8	$ 6.77	$ 54.16	8	$ 6.77		6	6	$ 40.62
Rack Glass 25s638 Gray	Edward Don & Company	8241875	11/7/2007	Each	1	18	$28.90	$ 520.20	18	$ 28.90	3rd Floor	18	0	$ 520.20
Knife Chef 6" forged	Ace Mart	20338921	11/8/2007	Each	1	1	$ 32.98	$ 32.98	1	$ 32.98		0	0	$ -
Knife Chef 8" forged	Ace Mart	20338921	11/8/2007	Each	1	1	$ 34.98	$ 34.98	1	$ 34.98		0	0	$ -
Peeler Julienne Style	Ace Mart	20338921	11/8/2007	Each	1	6	$ 6.95	$ 41.70	6	$ 6.95		0	0	$ -
Pan s/s 1/2 size 4 in.	Ace Mart	20338921	11/8/2007	Each	1	24	$ 10.98	$ 263.52	24	$ 10.98	dish	24	24	$ 263.52
Ball-reg mason jar	HEB	Cash Receipt	11/9/2007	Ct	12	2	$ 7.44	$ 14.88	24	$ 0.62		0	0	$ -
Ball-reg mason jar	HEB	Cash Receipt	11/9/2007	Ct	12	3	$ 7.44	$ 22.32	36	$ 0.62		0	0	$ -
Ball - widemouth jar (mason jars)	HEB	Cash Receipt	11/9/2007	Ct	12	9	$ 8.44	$ 75.96	108	$ 0.70	BR D	1465	1405	$ 1,030.38
Cup 7.5 oz Gothic Blanc Homer	Ace Mart Restaurant Supply	20299093	11/9/2007	Dozen	12	150	$48.61	$ 7,291.50	1800	$ 4.05	BR D	2503	2300	$ 10,139.24
Saucer 5-5/8" Gothic Blanc Homer	Ace Mart Restaurant Supply	20299093	11/9/2007	Dozen	12	81	$31.54	$ 2,554.74	972	$ 2.63	BR D	2573	2350	$ 6,762.70
Plate 6.25" Gothic Blanc Homer	Ace Mart Restaurant Supply	20299093	11/9/2007	Dozen	12	78	$34.25	$ 2,671.50	936	$ 2.85	BR D	2600	6072	$ 7,420.83
Plate 8-1/8" Gothic Blanc Homer	Ace Mart Restaurant Supply	20299093	11/9/2007	Dozen	12	90	$56.70	$ 5,103.00	1080	$ 4.73	BR D	7350	6675	$ 34,728.75
Plate 9-7/8" Gothic Blanc Homer	Ace Mart Restaurant Supply	20299093	11/9/2007	Dozen	12	72	$80.24	$ 5,777.28	864	$ 6.69	BR D	2985	0	$ 19,959.70
1 Gallon Storage container kitchen use	Ace Mart Restaurant Supply	20299554	11/13/2007	Each	1	3	$2.95	$ 8.85	3	$ 2.95		2	2	$ 5.90
1/4" clr Acrylic routed per patern with FP edg	Austin Plastics& Supply Company	15913	11/13/2007	Each	1	4	$ 85.00	$ 340.00	4	$ 85.00	on portables	4	4	$ 340.00

EXHIBIT K
SMALLWARES INVENTORY

Gas Hose Red, 100' x 5/16" ED Spool	Micro Matic	323833	11/15/2007	Each	1	1	$50.00	$ 50.00	1	$ 50.00		0	0	$ -
Plastic Snap Clamp for 5/16" Vinyl Hose	Micro Matic	323833	11/15/2007	Each	1	40	$0.26	$ 10.40	40	$ 0.26		0	0	$ -
Beer Jockey boxes 2 Product, 68 Quart, Blue/	Micro Matic	323833	11/15/2007	Each	1	6	$ 450.00	$ 2,700.00	6	$ 450.00	3rd Floor	6	6	$ 2,700.00
Econ Keg Dual Gauge CO2 Regulator w/2 Sh	Micro Matic	323833	11/15/2007	Each	1	10	$ 52.00	$ 520.00	10	$ 52.00	Liquor Room	20	18	$ 1,040.00
Economy Lever Coupler, Black Handle , Am	Micro Matic	323833	11/15/2007	Each	1	20	$23.00	$ 460.00	20	$ 23.00	S.Kitchen	20	18	$ 460.00
Beer Line Assembly, 6' x 3/8" ID with Wing N	Micro Matic	323833	11/15/2007	Each	1	20	$11.00	$ 220.00	20	$ 11.00	S.Kitchen	20	20	$ 220.00
Coil Cooler, 2 Product, 68 Quart, Blue/Grey (	Micro Matic	323836	11/15/2007	Each	1	4	$450.00	$ 1,800.00	4	$ 450.00	3rd Floor	26	26	$ 11,700.00
Butter Spreader/Chateau FH	Aramark Direct Dropship	96990	11/17/2007	Each	12	91	$15.77	$ 1,435.07	1092	$ 1.31	BR D	1057	1057	$ 1,389.07
HND TRK (Dolly Cart)	The Home Depot	ash Reiciept	11/21/2007	Each	1	4	$39.90	$ 159.60	4	$ 39.90		0	0	$ -
10" Husky Wrench	The Home Depot	ash Reiciept	11/21/2007	Each	1	6	$10.46	$ 62.76	6	$ 10.46	Liquor Room	2	2	$ 20.92
# 12 O-Ring	The Home Depot	ash Reiciept	11/21/2007	Each	1	2	$1.97	$ 3.94	2	$ 1.97		0	10	$ -
Double Jigger 5/8 x 1	Twin Liquors #01	ash Reiciept	11/21/2007	Each	1	17	$2.70	$ 45.90	17	$ 2.70	Liquor Room	18	17	$ 48.60
Oval Soup Spoon/Chateau	Aramark Direct Dropship	102369	11/21/2007	Each	12	93	$14.90	$ 1,385.70	1116	$ 1.24	BR D	907	0	$ 1,126.19
CHARM GRATER RE	IKEA	ash Reiciept	11/27/2007	Each	1	1	$0.99	$ 0.99	1	$ 0.99		0	0	$ -
DUDERI FLOOR LM	IKEA	ash Reiciept	11/27/2007	Each	1	12	$9.99	$ 119.88	12	$ 9.99		0	0	$ -
EMU BOX/LID S2	IKEA	ash Reiciept	11/27/2007	Each	1	1	$6.99	$ 6.99	1	$ 6.99		0	0	$ -
ENETRI SHLF 66	IKEA	ash Reiciept	11/27/2007	Each	1	1	$48.00	$ 48.00	1	$ 48.00		0	0	$ -
GLIMMA N TEALTS	IKEA	ash Reiciept	11/27/2007	Each	1	1	$2.99	$ 2.99	1	$ 2.99		0	0	$ -
GROGGY TRAY 15"	IKEA	ash Reiciept	11/27/2007	Each	1	2	$12.99	$ 25.98	2	$ 12.99		0	0	$ -
GRUNDTAL PAPRTW	IKEA	ash Reiciept	11/27/2007	Each	1	1	$5.99	$ 5.99	1	$ 5.99		0	0	$ -
H LLARE HLDR/9C	IKEA	ash Reiciept	11/27/2007	Each	1	2	$8.99	$ 17.98	2	$ 8.99		0	0	$ -
HAJDEBY PILLAR	IKEA	ash Reiciept	11/27/2007	Each	1	1	$4.99	$ 4.99	1	$ 4.99		0	0	$ -
HAJDEBY PILLAR	IKEA	ash Reiciept	11/27/2007	Each	1	1	$4.99	$ 4.99	1	$ 4.99		0	0	$ -
HEMMA CRD SET 1	IKEA	ash Reiciept	11/27/2007	Each	1	2	$3.99	$ 7.98	2	$ 3.99		0	0	$ -
HULTET DISH 8"	IKEA	ash Reiciept	11/27/2007	Each	1	4	$3.99	$ 15.96	4	$ 3.99		0	0	$ -
ISIG DECO 48P A	IKEA	ash Reiciept	11/27/2007	Each	1	6	$4.99	$ 29.94	6	$ 4.99		0	0	$ -
ISIG PAP NAPK 9	IKEA	ash Reiciept	11/27/2007	Each	1	1	$1.49	$ 1.49	1	$ 1.49	used	0	0	$ -
ISIG PAP NAPK 9	IKEA	ash Reiciept	11/27/2007	Each	1	15	$1.49	$ 22.35	15	$ 1.49	used	0	0	$ -
KNASTER DÉCOR S	IKEA	ash Reiciept	11/27/2007	Each	1	3	$0.99	$ 2.97	3	$ 0.99		0	0	$ -
KONCIS TONG PR	IKEA	ash Reiciept	11/27/2007	Each	1	4	$4.99	$ 19.96	4	$ 4.99		0	0	$ -
KONCIS WOK SPAT	IKEA	ash Reiciept	11/27/2007	Each	1	2	$4.99	$ 9.98	2	$ 4.99	N. Kitchen	0	0	$ -
KUBBO ACCENT LT	IKEA	ash Reiciept	11/27/2007	Each	1	4	$8.99	$ 35.96	4	$ 8.99		0	0	$ -
M KTA DÉCOR SPH	IKEA	ash Reiciept	11/27/2007	Each	1	4	$4.99	$ 19.96	4	$ 4.99		0	0	$ -
MYLONIT TBL LMP	IKEA	ash Reiciept	11/27/2007	Each	1	4	$9.99	$ 39.96	4	$ 9.99		0	0	$ -
PRODUKI MILK-FR	IKEA	ash Reiciept	11/27/2007	Each	1	5	$1.99	$ 9.95	5	$ 1.99		0	0	$ -
REGOLIT PEND LA	IKEA	ash Reiciept	11/27/2007	Each	1	2	$12.00	$ 24.00	2	$ 12.00		0	0	$ -
RIRA HERB SPICE	IKEA	ash Reiciept	11/27/2007	Each	1	5	$1.99	$ 9.95	5	$ 1.99		0	0	$ -
RIRA HERB/SPICE	IKEA	ash Reiciept	11/27/2007	Each	1	3	$1.99	$ 5.97	3	$ 1.99		0	0	$ -
SALONG VASE 7	IKEA	ash Reiciept	11/27/2007	Each	1	2	$6.99	$ 13.98	2	$ 6.99		0	0	$ -
SMYCKA DRIED PL	IKEA	ash Reiciept	11/27/2007	Each	1	2	$14.99	$ 29.98	2	$ 14.99		0	0	$ -
SNAJSIG FRM 2	IKEA	ash Reiciept	11/27/2007	Each	1	18	$3.99	$ 71.82	18	$ 3.99		0	0	$ -
SPARSAM ENER-SA	IKEA	ash Reiciept	11/27/2007	Each	1	1	$ 3.99	$ 3.99	1	$ 3.99		0	0	$ -

EXHIBIT K
SMALLWARES INVENTORY

SPARSAM ENER-SA	IKEA	ash Reciept	11/27/2007	Each	1	11	$ 9.99	$ 109.89	11	$ 9.99		0	0	$ -
STRANNE TBL LMP	IKEA	ash Reciept	11/27/2007	Each	1	1	$49.99	$ 49.99	1	$ 49.99	broke	0	0	$ -
STRANNE TBL LMP	IKEA	ash Reciept	11/27/2007	Each	1	1	$49.99	$ 49.99	1	$ 49.99	broke	0	0	$ -
SYNTES KONST NA	IKEA	ash Reciept	11/27/2007	Each	1	4	$1.99	$ 7.96	4	$ 1.99		0	0	$ -
MUCK BOX 12X10X	IKEA	ash Reciept	11/27/2007	Each	1	1	$11.99	$ 11.99	1	$ 11.99	18A	1	0	$ 11.99
MUCK BOX 12X10X	IKEA	ash Reciept	11/27/2007	Each	1	1	$11.99	$ 11.99	1	$ 11.99	18A	1	0	$ 11.99
MUCK BOX 12X10X	IKEA	ash Reciept	11/27/2007	Each	1	1	$11.99	$ 11.99	1	$ 11.99	18A	1	0	$ 11.99
MUCK BOX 12X10X	IKEA	ash Reciept	11/27/2007	Each	1	1	$11.99	$ 11.99	1	$ 11.99	18A	1	0	$ 11.99
SALONG VASE 3	IKEA	ash Reciept	11/27/2007	Each	1	2	$4.99	$ 9.98	2	$ 4.99	18A	1	0	$ 4.99
SALONG VASE 17"	IKEA	ash Reciept	11/27/2007	Each	1	2	$16.99	$ 33.98	2	$ 16.99	kat office	1	1	$ 16.99
FIRA CHINICHST 9	IKEA	ash Reciept	11/27/2007	Each	1	1	$12.99	$ 12.99	1	$ 12.99	18A	1	1	$ 12.99
FIRA MINI CHST	IKEA	ash Reciept	11/27/2007	Each	1	1	$12.99	$ 12.99	1	$ 12.99	18A	1	1	$ 12.99
BLADET VASE 17	IKEA	ash Reciept	11/27/2007	Each	1	2	$24.99	$ 49.98	2	$ 24.99	Ikea Room	2	2	$ 49.98
HULTET RM DIVDR	IKEA	ash Reciept	11/27/2007	Each	1	2	$49.99	$ 99.98	2	$ 49.99	Ikea Room	2	2	$ 99.98
SKRIN BOX/LID	IKEA	ash Reciept	11/27/2007	Each	1	1	$14.99	$ 14.99	1	$ 14.99	18A	2	2	$ 29.98
SKRIN BOX/LID	IKEA	ash Reciept	11/27/2007	Each	1	1	$14.99	$ 14.99	1	$ 14.99	18A	2	2	$ 29.98
CHARMIR PLATE 1	IKEA	ash Reciept	11/27/2007	Each	1	1	$2.99	$ 2.99	1	$ 2.99	Admin Office	4	4	$ 11.96
IKEA STHLM CNDL	IKEA	ash Reciept	11/27/2007	Each	1	4	$39.99	$ 159.96	4	$ 39.99	Ikea Room	4	4	$ 159.96
KNAPPA KLIVER F	IKEA	ash Reciept	11/27/2007	Each	1	4	$69.99	$ 279.96	4	$ 69.99	Ikea Room	4	4	$ 279.96
STRANNE FLOOR L	IKEA	ash Reciept	11/27/2007	Each	1	4	$59.99	$ 239.96	4	$ 59.99	Ikea Room	4	4	$ 239.96
ENETRI SIDE UNT	IKEA	ash Reciept	11/27/2007	Each	1	6	$16.99	$ 101.94	6	$ 16.99	Ikea Room	6	6	$ 101.94
GRINITBL LMP N	IKEA	ash Reciept	11/27/2007	Each	1	10	$5.99	$ 59.90	10	$ 5.99	Ikea Room	10	8	$ 59.90
PLASTIS ICE CUB	IKEA	ash Reciept	11/27/2007	Each	1	24	$1.99	$ 47.76	24	$ 1.99		0	11	$ -
ENSTA PLATE 7 7	IKEA	ash Reciept	11/27/2007	Each	1	2	$9.99	$ 19.98	2	$ 9.99	18A	13	13	$ 129.87
STATIST DÉCOR T	IKEA	ash Reciept	11/27/2007	Each	1	25	$4.99	$ 124.75	25	$ 4.99	Ikea Room	25	15	$ 124.75
Bamboo trays	IKEA	ash Reciept	11/27/2007	Each	1	1	$12.99	$ 12.99	1	$ 12.99	18A	12	24	$ 155.88
RIBBA FRM 5 X5	IKEA	ash Reciept	11/27/2007	Each	1	24	$5.99	$ 143.76	24	$ 5.99	18A	24	24	$ 143.76
SALONG VASE 12	IKEA	ash Reciept	11/27/2007	Each	1	2	$8.99	$ 17.98	2	$ 8.99	18A	4	0	$ 35.96
Paddle Pizza 18x26 Wood	Edward Don & Company	8316150	11/29/2007	Each	1	8	$13.60	$ 108.80	8	$ 13.60	18a	8	8	$ 108.80
Peeler Vegetable 3in Blade	Sysco	'11300980B	11/30/2007	Each	1	3	$ 2.38	$ 7.14	3	$ 2.38		0	0	$ -
2 5IN 50PC 1 38IN NP	Garden Ridge	ash Reciept	12/1/2007	Each	1	1	$0.99	$ 0.99	1	$ 0.99		0	0	$ -
2 5IN 50PC 1 38IN NP	Garden Ridge	ash Reciept	12/1/2007	Each	1	1	$0.99	$ 0.99	1	$ 0.99		0	0	$ -
2 5IN 50PC 1 38IN NP	Garden Ridge	ash Reciept	12/1/2007	Each	1	1	$0.99	$ 0.99	1	$ 0.99		0	0	$ -
2 5IN 50PC 1 38IN NP	Garden Ridge	ash Reciept	12/1/2007	Each	1	1	$0.99	$ 0.99	1	$ 0.99		0	0	$ -
2 5IN 50PC 1 38IN NP	Garden Ridge	ash Reciept	12/1/2007	Each	1	1	$0.99	$ 0.99	1	$ 0.99		0	0	$ -
2 5IN 50PC 1 38IN NP	Garden Ridge	ash Reciept	12/1/2007	Each	1	1	$0.99	$ 0.99	1	$ 0.99		0	0	$ -
2 5IN 50PC 1 38IN NP	Garden Ridge	ash Reciept	12/1/2007	Each	1	1	$0.99	$ 0.99	1	$ 0.99		0	0	$ -

EXHIBIT K
SMALLWARES INVENTORY

2 5IN 50PC 1 38IN NP	Garden Ridge	ash Reciept	12/1/2007	Each	1	1	$0.99	$ 0.99	1	$ 0.99		0	0	$ -
2 5IN 50PC 1 38IN NP	Garden Ridge	ash Reciept	12/1/2007	Each	1	1	$0.99	$ 0.99	1	$ 0.99		0	0	$ -
2X24X36 GREEN SHENP	Garden Ridge	ash Reciept	12/1/2007	Each	1	1	$14.99	$ 14.99	1	$ 14.99		0	0	$ -
4 OZ COGON GRASS NP	Garden Ridge	ash Reciept	12/1/2007	Each	1	1	$4.99	$ 4.99	1	$ 4.99		0	0	$ -
4 OZ COGON GRASS NP	Garden Ridge	ash Reciept	12/1/2007	Each	1	1	$4.99	$ 4.99	1	$ 4.99		0	0	$ -
4 OZ COGON GRASS NP	Garden Ridge	ash Reciept	12/1/2007	Each	1	1	$4.99	$ 4.99	1	$ 4.99		0	0	$ -
4 OZ COGON GRASS NP	Garden Ridge	ash Reciept	12/1/2007	Each	1	1	$4.99	$ 4.99	1	$ 4.99		0	0	$ -
4OZ GREEN EUCALYP NP	Garden Ridge	ash Reciept	12/1/2007	Each	1	1	$1.99	$ 1.99	1	$ 1.99		0	0	$ -
4OZ GREEN EUCALYP NP	Garden Ridge	ash Reciept	12/1/2007	Each	1	1	$1.99	$ 1.99	1	$ 1.99		0	0	$ -
4OZ GREEN EUCALYP NP	Garden Ridge	ash Reciept	12/1/2007	Each	1	1	$1.99	$ 1.99	1	$ 1.99		0	0	$ -
4OZ GREEN EUCALYP NP	Garden Ridge	ash Reciept	12/1/2007	Each	1	1	$1.99	$ 1.99	1	$ 1.99		0	0	$ -
4OZ GREEN EUCALYP NP	Garden Ridge	ash Reciept	12/1/2007	Each	1	1	$1.99	$ 1.99	1	$ 1.99		0	0	$ -
DE BEUKELAUER CREMNP	Garden Ridge	ash Reciept	12/1/2007	Each	1	1	$4.99	$ 4.99	1	$ 4.99		0	0	$ -
DE BEUKELAUER CREMNP	Garden Ridge	ash Reciept	12/1/2007	Each	1	1	$4.99	$ 4.99	1	$ 4.99		0	0	$ -
WAVY WILLOW WHITE NP	Garden Ridge	ash Reciept	12/1/2007	Each	1	1	$6.99	$ 6.99	1	$ 6.99		0	0	$ -
WAVY WILLOW WHITE NP	Garden Ridge	ash Reciept	12/1/2007	Each	1	1	$6.99	$ 6.99	1	$ 6.99		0	0	$ -
WAVY WILLOW WHITE NP	Garden Ridge	ash Reciept	12/1/2007	Each	1	1	$6.99	$ 6.99	1	$ 6.99		0	0	$ -
WAVY WILLOW WHITE NP	Garden Ridge	ash Reciept	12/1/2007	Each	1	1	$6.99	$ 6.99	1	$ 6.99		0	0	$ -
WAVY WILLOW WHITE NP	Garden Ridge	ash Reciept	12/1/2007	Each	1	1	$6.99	$ 6.99	1	$ 6.99		0	0	$ -
WAVY WILLOW WHITE NP	Garden Ridge	ash Reciept	12/1/2007	Each	1	1	$6.99	$ 6.99	1	$ 6.99		0	0	$ -
80 - Giftware	T.J. Maxx	ash Reciept	12/1/2007	Each	1	1	$3.99	$ 3.99	1	$ 3.99	Basket Room	1	0	$ 3.99
80 - Giftware	T.J. Maxx	ash Reciept	12/1/2007	Each	1	1	$3.99	$ 3.99	1	$ 3.99	Basket Room	1	0	$ 3.99
80 - Giftware	T.J. Maxx	ash Reciept	12/1/2007	Each	1	1	$9.99	$ 9.99	1	$ 9.99	Basket Room	1	0	$ 9.99
80 - Giftware	T.J. Maxx	ash Reciept	12/1/2007	Each	1	1	$9.99	$ 9.99	1	$ 9.99	Basket Room	1	0	$ 9.99
80 - Giftware	T.J. Maxx	ash Reciept	12/1/2007	Each	1	1	$9.99	$ 9.99	1	$ 9.99	Basket Room	1	1	$ 9.99
80 - Giftware	T.J. Maxx	ash Reciept	12/1/2007	Each	1	1	$7.99	$ 7.99	1	$ 7.99	Basket Room	1	1	$ 7.99
80 - Giftware	T.J. Maxx	ash Reciept	12/1/2007	Each	1	1	$7.99	$ 7.99	1	$ 7.99	Basket Room	1	1	$ 7.99
80 - Giftware	T.J. Maxx	ash Reciept	12/1/2007	Each	1	1	$7.99	$ 7.99	1	$ 7.99	Basket Room	1	1	$ 7.99
80 - Giftware	T.J. Maxx	ash Reciept	12/1/2007	Each	1	1	$9.99	$ 9.99	1	$ 9.99	Basket Room	1	1	$ 9.99
80 - Giftware	T.J. Maxx	ash Reciept	12/1/2007	Each	1	1	$12.99	$ 12.99	1	$ 12.99	Basket Room	1	1	$ 12.99
80 - Giftware	T.J. Maxx	ash Reciept	12/1/2007	Each	1	1	$12.99	$ 12.99	1	$ 12.99	Basket Room	1	1	$ 12.99
80 - Giftware	T.J. Maxx	ash Reciept	12/1/2007	Each	1	1	$12.99	$ 12.99	1	$ 12.99	Basket Room	1	1	$ 12.99

EXHIBIT K
SMALLWARES INVENTORY

STACKABLE SQUARE NP	Garden Ridge	ash Reciept	12/1/2007	Each	1	1	$0.99	$	0.99	1	$ 0.99	Basket Room	1	1	$ 0.99
STACKABLE SQUARE NP	Garden Ridge	ash Reciept	12/1/2007	Each	1	1	$0.99	$	0.99	1	$ 0.99	Basket Room	1	1	$ 0.99
STACKABLE SQUARE NP	Garden Ridge	ash Reciept	12/1/2007	Each	1	1	$0.99	$	0.99	1	$ 0.99	Basket Room	1	1	$ 0.99
STACKABLE SQUARE NP	Garden Ridge	ash Reciept	12/1/2007	Each	1	1	$0.99	$	0.99	1	$ 0.99	Basket Room	1	1	$ 0.99
STACKABLE SQUARE NP	Garden Ridge	ash Reciept	12/1/2007	Each	1	1	$0.99	$	0.99	1	$ 0.99	Basket Room	1	1	$ 0.99
STACKABLE SQUARE NP	Garden Ridge	ash Reciept	12/1/2007	Each	1	1	$0.99	$	0.99	1	$ 0.99	Basket Room	1	1	$ 0.99
CS7 DRFTWD SL	Pier 1 Imports	ash Reciept	12/1/2007	Each	1	3	$15.00	$	45.00	3	$ 15.00		0	2	$ -
Universal Heavy Mats From New Pig	Austin Convention Center	0016	12/3/2007	Each	1	10	$36.00	$	360.00	10	$ 36.00		0	0	$ -
Decorating Comb Metal Triangle	Ace Mart Restaurant Supply	20302754B	12/7/2007	Each	1	1	$1.25	$	1.25	1	$ 1.25		0	0	$ -
Knife Santuko 5" Ceramic Chic Chef	Ace Mart Restaurant Supply	20302754B	12/7/2007	Each	1	1	$49.99	$	49.99	1	$ 49.99		1	0	$ 49.99
RH Sani Knife Oyster Galveston S-S	Sysco	712070976B	12/7/2007	Each	1	3	$8.12	$	24.36	3	$ 8.12		2	2	$ 16.24
Rival Fondue Fountain	Target	ash Reciept	12/9/2007	Each	1	1	$39.99	$	39.99	1	$ 39.99	broke	0	0	$ -
Desk Lamps (for Bar Portables)	The Home Depot	Cash Receipt	1/4/2008	Each	1	3	$7.20	$	21.60	3	$ 7.20	Acct Ofc/Admin Area/NK Chef Ofc	3	3	$ 21.60
Quickbooks Software Accounting Program	Office Depot	1317	1/14/2008	Each	1	1	$499.99	$	499.99	1	$ 499.99	Used	0	0	$ -
Edge Guard for Parer	Ace Mart	20308161	1/18/2008	Each	1	2	$1.95	$	3.90	2	$ 1.95		0	0	$ -
Kitchen Sharpening Stone Combo	Ace Mart	20308161	1/18/2008	Each	1	1	$7.99	$	7.99	1	$ 7.99		0	0	$ -
Paring Knife	Ace Mart	20308161	1/18/2008	Each	1	1	$7.95	$	7.95	1	$ 7.95		0	0	$ -
Pastry Tip	Ace Mart	20308161	1/18/2008	Each	1	4	$1.58	$	6.32	4	$ 1.58	sc office	0	0	$ -
Cookie Cutters Set (11pcs)	Ace Mart	20308161	1/18/2008	Each	1	1	$12.98	$	12.98	1	$ 12.98	c office	1	1	$ 12.98
Cages Metro Small Shelving	Metro	A69763	1/21/2008	Each	1	42	$24.85	$	1,043.70	42	$ 24.85	Scattered	9	10	$ 223.65
Cages Metro Small Units	Metro	A69763	1/21/2008	Each	1	14	$601.59	$	8,422.26	14	$ 601.59	3rd floor	14	23	$ 8,422.26
Security Unit, Metro Cart covers	ADD Aramark Direct Ship	4834	1/29/2008	Each	1	14	$172.00	$	2,408.00	14	$ 172.00	Liquor room	7	7	$ 1,204.00
Scoop camwear clr 12oz	Edward Don & Company	8507607	1/29/2008	Each	1	37	$3.28	$	121.36	37	$ 3.28	2nd floor	27	30	$ 88.56
Scoop Ice Medium (plastic)	Eward Don & Co.	8513190	1/30/2008	Each	1	11	$3.28	$	36.08	11	$ 3.28		0	0	$ -
Scoop Ice Small Camwear (plastic)	Eward Don & Co.	8513190	1/30/2008	Each	1	48	$3.28	$	157.44	48	$ 3.28	Liquor room	0	0	$ -
Sieve Flour Sifter (16")	Eward Don & Co.	8513190	1/30/2008	Each	1	1	$72.33	$	72.33	1	$ 72.33	cage	2	2	$ 144.66
Fry Pan 14" powercoat blk handle	Edward Don & Company	8510982	1/30/2008	Each	1	8	$39.36	$	314.88	8	$ 39.36	smoke	12	12	$ 472.32
Salad tong 7-1/2 SS	Edward Don & Company	8510500	1/30/2008	Each	1	35	$2.41	$	84.35	35	$ 2.41		0	0	$ -
Stock Tank for Beverage Service	Tractor Supply Co.	Cash Receipt	1/31/2008	Each	1	5	$71.86	$	359.30	5	$ 71.86		0	0	$ -
Stock Tank for Beverage Service	Callahan's	Cash Receipt	1/31/2008	Each	1	7	$99.99	$	699.93	7	$ 99.99		0	0	$ -
Kitchen Blender	Eward Don & Co.	8515073	1/31/2008	Each	1	4	$81.51	$	326.04	4	$ 81.51	18a	4	4	$ 326.04
Salad Tongs	Eward Don & Co.	8515072	1/31/2008	Each	1	253	$2.41	$	609.73	253	$ 2.41	N. Kitchen	189	189	$ 455.49

EXHIBIT K
SMALLWARES INVENTORY

MacBook Pro laptop for Marketing	Apple Store	W35675467	1/31/2008	Each	1	1	$3,725.00	$	3,725.00	1	$ 3,725.00	Keith's Ofc	0	0	$ -
Puck Lights for Bars	Costco	Cash Receipt	2/2/2008	pkg	3	15	$9.99	$	149.85	45	$ 3.33	S. Kitchen	5	0	$ 16.65
Scale Bakers 8lb	Edward Don & Company	8523546	2/4/2008	Each	1	1	$227.45	$	227.45	1	$ 227.45	cold	1	1	$ 227.45
Induction Range countertop	Edward Don & Company	8523546	2/4/2008	Each	1	2	$471.84	$	943.68	2	$ 471.84	18a	2	2	$ 943.68
Pan Steam full	Eward Don & Co.	8525072	2/4/2008	Each	1	11	$13.38	$	147.18	11	$ 13.38	cold	11	28	$ 147.18
Pan Steam full	Eward Don & Co.	8525072	2/4/2008	Each	1	276	$13.38	$	3,692.88	276	$ 13.38	dish	276	276	$ 3,692.88
Carlisl store'n pour bar svc	Sysco	802050908	2/5/2008	Each	1	2	$72.70	$	145.40	2	$ 72.70	damaged	0	0	$ -
Pancake dispenser	Edward Don & Company	8531110	2/5/2008	case	6	12	$154.92	$	1,859.04	72	$ 25.82	18a	12	10	$ 309.84
Bread pan rack alum 3'	Hubert	750854	2/5/2008	Each	1	30	$301.57	$	9,047.10	30	$ 301.57		30	30	$ 9,047.10
Creamer SS 1 ltr	Edward Don & Company	8531110	2/5/2008	case	6	60	$30.77	$	1,846.20	360	$ 5.13	BR D	360	132	$ 1,846.20
Splstop shaker bar cocktail SS	Sysco	802061306	2/6/2008	Each	1	12	$2.40	$	28.80	12	$ 2.40	Liquor Room/S. Kitchen	0	0	$ -
Griddle, compact 24x17	Hubert	751502	2/6/2008	Each	1	4	$714.00	$	2,856.00	4	$ 714.00	18a	4	0	$ 2,856.00
Cater Décor Red Pavers	The Home Depot	Cash Receipt	2/7/2008	Each	1	672	$0.69	$	463.68	672	$ 0.69	3rd floor	300	600	$ 207.00
Electric Knives	Wal-Mart	Cash Receipt	2/7/2008	Each	1	3	$9.86	$	29.58	3	$ 9.86		0	0	$ -
Cater Clips/Skirts w/velcro	Hubert	761301	2/8/2008	Each	1	4	$98.10	$	392.40	4	$ 98.10		0	0	$ -
Kitchen 1 lb scale	Lines-N-Things	Cash Receipt	2/8/2008	Each	1	1	$14.99	$	14.99	1	$ 14.99	cold	0	0	$ -
Kitchen pans and spatulas SS tur	Lines-N-Things	Cash Receipt	2/8/2008	Each	1	4	$9.99	$	39.96	4	$ 9.99		0	0	$ -
Kitchen pans and spatulas SS SPO	Lines-N-Things	Cash Receipt	2/8/2008	Each	1	5	$9.99	$	49.95	5	$ 9.99		0	0	$ -
Kitchen pans annalon	Lines-N-Things	Cash Receipt	2/8/2008	Each	1	1	$11.99	$	11.99	1	$ 11.99		0	0	$ -
Paella Pans	Sur la Table	Cash Receipt	2/8/2008	Each	1	3	$33.96	$	101.88	3	$ 33.96	cage	3	3	$ 101.88
8qt camp dutch oven	Academy Sports	Cash Receipt	2/8/2008	Each	1	5	$59.99	$	299.95	5	$ 59.99	18a	6	6	$ 359.94
Cast Iron Skillet 17"	Eward Don & Co.	8545931	2/8/2008	Each	1	24	$46.00	$	1,104.00	24	$ 46.00	18a	24	27	$ 1,104.00
Décor baskets - bread basket	World Market	Cash Receipt	2/9/2008	Each	1	2	$16.99	$	33.98	2	$ 16.99		0	0	$ -
Décor baskets - rattan caddy	World Market	Cash Receipt	2/9/2008	Each	1	1	$14.99	$	14.99	1	$ 14.99		0	0	$ -
Décor baskets - rattan vtra	World Market	Cash Receipt	2/9/2008	Each	1	4	$14.99	$	59.96	4	$ 14.99		0	0	$ -
Carlisl Handle wood tapered	Sysco	802090265	2/9/2008	pk	4	12	$13.12	$	157.44	48	$ 3.28		0	0	$ -
Décor baskets	Hobby Lobby	Cash Receipt	2/9/2008	Each	1	16	$6.00	$	96.00	16	$ 6.00	Basket Room	20	14	$ 120.00
Décor ren tray	IKEA	Cash Receipt	2/10/2008	Each	1	5	$9.99	$	49.95	5	$ 9.99	Basket Room	0	0	$ -
Décor beta plant pot	IKEA	Cash Receipt	2/10/2008	Each	1	1	$0.99	$	0.99	1	$ 0.99	kat office	1	1	$ 0.99
Décor beta plant pot	IKEA	Cash Receipt	2/10/2008	Each	1	1	$0.99	$	0.99	1	$ 0.99	kat office	1	1	$ 0.99
Décor beta plant pot	IKEA	Cash Receipt	2/10/2008	Each	1	1	$0.99	$	0.99	1	$ 0.99	kat office	1	1	$ 0.99
Décor beta plant pot	IKEA	Cash Receipt	2/10/2008	Each	1	1	$0.99	$	0.99	1	$ 0.99	kat office	1	1	$ 0.99
Décor box/lid	IKEA	Cash Receipt	2/10/2008	Each	1	1	$14.99	$	14.99	1	$ 14.99	Basket Room	1	1	$ 14.99
Décor box/lid	IKEA	Cash Receipt	2/10/2008	Each	1	1	$14.99	$	14.99	1	$ 14.99	Basket Room	1	1	$ 14.99
Décor ren tray	IKEA	Cash Receipt	2/10/2008	Each	1	1	$9.99	$	9.99	1	$ 9.99	Basket Room	1	1	$ 9.99
Décor ren tray	IKEA	Cash Receipt	2/10/2008	Each	1	1	$9.99	$	9.99	1	$ 9.99	Basket Room	1	1	$ 9.99

EXHIBIT K
SMALLWARES INVENTORY

Décor ren tray	IKEA	Cash Receipt	2/10/2008	Each	1	1	$9.99	$	9.99	1	$	9.99	Basket Room	1	1	$	9.99
Décor ren plant pot	IKEA	Cash Receipt	2/10/2008	Each	1	4	$0.99	$	3.96	4	$	0.99	kat office	4	4	$	3.96
Décor skin box/lid	IKEA	Cash Receipt	2/10/2008	Each	1	6	$14.99	$	89.94	6	$	14.99	Basket Room	6	8	$	89.94
Décor wooden tray	IKEA	Cash Receipt	2/10/2008	Each	1	1	$9.99	$	9.99	1	$	9.99	Basket Room	8	8	$	79.92
Décor ren plant pot	IKEA	Cash Receipt	2/10/2008	Each	1	38	$0.99	$	37.62	38	$	0.99	Basket Room	32	0	$	31.68
48oz Blender Jars (K.P.Cater)	Ace Mart	20311006	2/11/2008	Each	1	5	$74.95	$	374.75	5	$	74.95	Chef Ofc	5	5	$	374.75
Cake Pan Alum. 10"	Eward Don & Co.	8547897	2/11/2008	Each	1	4	$55.33	$	221.32	4	$	55.33	18a	20	20	$	1,106.60
Carlisl Tray drip sq blk	Sysco	802120941	2/12/2008	Each	1	13	$8.32	$	108.16	13	$	8.32		0	0	$	-
Computer software	Apple Store	Cash Receipt	2/12/2008	Each	1	1	$399.95	$	399.95	1	$	399.95	Keith's Ofc	1	0	$	399.95
Incase Neoprene Sleeve	Apple Store	Cash Receipt	2/12/2008	Each	1	1	$35.88	$	35.88	1	$	35.88	Keith's Ofc	1	0	$	35.88
Blender Contnr 45oz w/lid	Edward Don & Company	8581699	2/20/2008	Each	1	8	$25.87	$	206.96	8	$	25.87	18a	12	8	$	310.44
Jigger SS	Ace Mart	20310059	2/22/2008	Each	1	24	$2.58	$	61.92	24	$	2.58	Liquor Room	0	0	$	-
Scoop Bar 6oz	Ace Mart	20310059	2/22/2008	Each	1	8	$3.88	$	31.04	8	$	3.88		0	0	$	-
Pourer (blk w/chrome nozzel)	Ace Mart	20310059	2/22/2008	Each	12	10	$9.98	$	99.80	120	$	0.83	Liquor Room	0	4	$	-
Store n Pour (1gal)	Ace Mart	20310059	2/22/2008	Each	1	10	$5.98	$	59.80	10	$	5.98	Liquor Room	0	0	$	-
Flo Pac Bruck Grill w/scrpr	Sysco	802230291	2/23/2008	Each	1	1	$33.57	$	33.57	1	$	33.57		0	0	$	-
Knife Peeling 2-3/4	Edward Don & Company	8598472	2/26/2008	Each	1	6	$24.24	$	145.44	6	$	24.24		0	0	$	-
Kitchen knives	Hammer Stahl Cutlery	Cash Receipt	2/27/2008	Each	1	8	$23.00	$	184.00	8	$	23.00		0	0	$	-
Pastry bag	Ace Mart	20314536	3/8/2008	Each	1	2	$3.98	$	7.96	2	$	3.98	cold	0	0	$	-
Decorating tube set	Ace Mart	20314536	3/8/2008	set	26	1	$18.48	$	18.48	26	$	0.71	Brad's office	1	1	$	0.71
Dough cutter wood handle 6x4.5	Ace Mart	20314536	3/8/2008	Each	1	1	$2.98	$	2.98	1	$	2.98		1	1	$	2.98
Measuring spoon set	Ace Mart	20314536	3/8/2008	set	1	1	$3.95	$	3.95	1	$	3.95	sc office	1	1	$	3.95
Tube sausage stuffer 3/4" for #12	Ace Mart	20314536	3/8/2008	Each	1	1	$13.95	$	13.95	1	$	13.95	cage	1	1	$	13.95
Measuring Cup 4pcset SS	Ace Mart	20314536	3/8/2008	pc	4	1	$9.95	$	9.95	4	$	2.49		2	2	$	4.98
Pastry Brush nyln	Ace Mart	20314536	3/8/2008	Each	1	1	$5.95	$	5.95	1	$	5.95	smoke	5	3	$	29.75
Char-broil SS Grill	Tuesday Morning	Cash Receipt	3/21/2008	Each	1	1	$5.99	$	5.99	1	$	5.99		0	0	$	-
Chef knife 8"	Tuesday Morning	Cash Receipt	3/21/2008	Each	1	2	$33.74	$	67.48	2	$	33.74		0	0	$	-
Pastry tips SS size 5	Edward Don & Company	8683699	3/21/2008	Each	1	4	$5.20	$	20.80	4	$	5.20	cold	1	0	$	5.20
Pastry tips SS size 8	Edward Don & Company	8683699	3/21/2008	Each	1	4	$5.20	$	20.80	4	$	5.20	cold	1	0	$	5.20
2 sided board	Tuesday Morning	Cash Receipt	3/21/2008	Each	1	1	$11.24	$	11.24	1	$	11.24	18A	1	1	$	11.24
Slicer hollow edge 8"	Tuesday Morning	Cash Receipt	3/21/2008	Each	1	1	$29.99	$	29.99	1	$	29.99		1	1	$	29.99
Neoprene Gloves elbow length	Edward Don & Company	8683698	3/21/2008	pkg	12	12	$14.39	$	172.68	144	$	1.20	dish	2	2	$	2.40
Executive Knife Case waterproof	Edward Don & Company	8685464	3/24/2008	Each	1	1	$81.17	$	81.17	1	$	81.17	c office	1	1	$	81.17
Grinder plates 1/4	Edward Don & Company	8685464	3/24/2008	Each	1	1	$4.18	$	4.18	1	$	4.18		1	1	$	4.18
Grinder plates 1/8	Edward Don & Company	8685464	3/24/2008	Each	1	1	$4.18	$	4.18	1	$	4.18	cage	1	1	$	4.18
Grinder plates 3/16	Edward Don & Company	8685464	3/24/2008	Each	1	1	$4.18	$	4.18	1	$	4.18	cage	1	1	$	4.18

EXHIBIT K
SMALLWARES INVENTORY

Stuffing tube bell shaped 1/2	Edward Don & Company	8696401	3/26/2008	Each	1	2	$5.84	$ 11.68	2	$ 5.84	cage	2	2	$ 11.68
Stuffing tube bell shaped 3/4	Edward Don & Company	8696401	3/26/2008	Each	1	2	$6.06	$ 12.12	2	$ 6.06	cage	2	2	$ 12.12
Pan Fry Induction 11" nonstick	Edward Don & Co.	8716097	4/1/2008	each	1	2	$ 63.54	$ 127.08	2	$ 63.54		2	2	$ 127.08
Stove Induction range	Edward Don & Company	8722115	4/2/2008	Each	1	2	$307.68	$ 615.36	2	$ 307.68	18a	2	2	$ 615.36
Induction fry pan 11" nonstick	Edward Don & Company	8722115	4/2/2008	Each	1	8	$63.54	$ 508.32	8	$ 63.54	18a	8	8	$ 508.32
Fry Pan 10" steelcoat	Edward Don & Company	8722115	4/2/2008	case	6	4	$43.67	$ 174.68	24	$ 7.28	18a	24	24	$ 174.68
Wire Container 48x40x36.5	Uline	22818024	4/15/2008	Each	1	1	$287.00	$ 287.00	1	$ 287.00	BR D	1	1	$ 287.00
Urn, Cofee, S/s w/ Brass 11-1/2 qt	Hubert	867285	4/24/2008	Each	1	1	$490.50	$ 490.50	1	$ 490.50	S.Kitchen	1	0	$ 490.50
Disher #8 4 oz (Ice cream Scoops)	Ben E. Keith	821827	4/26/2008	Each	1	8	$7.58	$ 60.64	8	$ 7.58	smoke	8	8	$ 60.64
Beta Plnt Pot	Ikea	Cash Receipt	5/7/2008	Each	1	1	$120.78	$ 120.78	1	$ 120.78	Plant Room	1	1	$ 120.78
8 Ft Whndham Box Blk Skirting for 8x30 tbl	Snap Drape	227684	5/8/2008	Each	1	50	$135.00	$ 6,750.00	50	$ 135.00		0	0	$ -
Square Beehive Dbl-wall bowl 8.2 qt	Vollrath	825808	5/8/2008	Each	1	60	$42.13	$ 2,527.80	60	$ 42.13	cold	60	60	$ 2,527.80
WV Clips 3 In wide	Snap Drape	227684	5/8/2008	Bags	100	6	$49.70	$ 298.20	600	$ 0.50		0	334	$ -
Square Plate 6"	City Arts China Inc.	60313	5/8/2008	dozen	12	510	$19.44	$ 9,914.40	6120	$ 1.62	BR D	5500	5574	$ 8,910.00
Wedger Six Section Wedge Witch	Edward Don & Company	8854963	5/12/2008	Each	1	2	$96.33	$ 192.66	2	$ 96.33	cold	2	2	$ 192.66
Hofmstr Cover Table Plas Red	Sysco	805130846	5/13/2008	Case	12	19	$24.92	$ 473.48	228	$ 2.08		0	0	$ -
HACCP Manager Thermometer	Edward Don & Company	8859260	5/13/2008	Each	1	2	$397.75	$ 795.50	2	$ 397.75	sc office	2	0	$ 795.50
Skillet 10-1/4" Cast iron	Edward Don & Company	8858218	5/13/2008	Each	1	12	$30.00	$ 360.60	12.02	$ 30.00	18a	2	18	$ 60.00
K1800 Skillet 7" Aluminum Tempo	Edward Don & Co.	8858218	5/13/2008	each	12	108	$ 18.73	$ 2,022.84	1296	$ 1.56		0	0	$ -
Skillet 13.5" Cast iron	Edward Don & Company	8858219	5/14/2008	Each	1	28	$28.95	$ 810.60	28	$ 28.95	18a	27	27	$ 781.65
Skillet 7" Aluminum Tempo	Edward Don & Company	8858220	5/15/2008	Each	1	218	$18.78	$ 4,094.04	218	$ 18.78	18a	138	127	$ 2,591.64
Skillet 9" Round Cast Iron	Edward Don & Company	8858221	5/16/2008	Each	1	56	$11.96	$ 669.76	56	$ 11.96	18a	26	25	$ 310.96
Skillet 14" Silvstn w/hd	Edward Don & Company	8858222	5/17/2008	Each	1	12	$26.08	$ 312.96	12	$ 26.08	18a	15	5	$ 391.20
48x45x50 Collapsible Bul	Uline	23363925	5/28/2008	Each	1	1	$430.00	$ 430.00	1	$ 430.00	BR D	1	0	$ 430.00
Collapsible Bulk Container Lid	Uline	23363925	5/28/2008	Each	1	1	$55.00	$ 55.00	1	$ 55.00	BR D	1	0	$ 55.00
1oz. Posi-pour 2000	Magnuson Industries	158005	6/4/2008	each	1	504	$ 3.00	$ 1,512.00	504	$ 3.00		0	0	$ -
34000.0008 Ultra 2 Blk (Granita Machines)	Bunn-o-matic Corp	060508	6/5/2008	each	1	2	$ 1,233.75	$ 2,467.50	2	$ 1,233.75	Starbuck's	2	2	$ 2,467.50
19 In EUC trailer	Garden Ridge	Cash Receipt	6/12/2008	Each	1	2	$20.00	$ 40.00	2	$ 20.00		0	0	$ -
25 In Plastic Chili rope	Garden Ridge	Cash Receipt	6/12/2008	Each	1	5	$20.00	$ 100.00	5	$ 20.00	2nd floor	0	0	$ -
26 In long Grass	Garden Ridge	Cash Receipt	6/12/2008	Each	1	10	$12.00	$ 120.00	10	$ 12.00		0	0	$ -
28 In Garlic Rope GRS	Garden Ridge	Cash Receipt	6/12/2008	Each	1	5	$29.99	$ 149.95	5	$ 29.99	2nd floor	0	0	$ -
5ft red ficus BAC	Garden Ridge	Cash Receipt	6/12/2008	Each	1	3	$20.00	$ 60.00	3	$ 20.00		0	0	$ -
5ft Spat Areca	Garden Ridge	Cash Receipt	6/12/2008	Each	1	2	$49.99	$ 99.98	2	$ 49.99		0	0	$ -
6ft clipped ficus	Garden Ridge	Cash Receipt	6/12/2008	Each	1	7	$59.99	$ 419.93	7	$ 59.99	captured on other line	0	0	$ -
7ft Mango in bask	Garden Ridge	Cash Receipt	6/12/2008	Each	1	2	$59.99	$ 119.98	2	$ 59.99		0	0	$ -
7ft Mongolia red	Garden Ridge	Cash Receipt	6/12/2008	Each	1	1	$40.00	$ 40.00	1	$ 40.00		0	0	$ -
Luffa Grn 5pcs	Garden Ridge	Cash Receipt	6/12/2008	Each	1	4	$3.99	$ 15.96	4	$ 3.99		0	0	$ -
NST FLR Planter MTL	Garden Ridge	Cash Receipt	6/12/2008	Each	1	1	$18.75	$ 18.75	1	$ 18.75	Basket Room	0	0	$ -
Table Bowl Wood S	Garden Ridge	Cash Receipt	6/12/2008	Each	1	2	$14.99	$ 29.98	2	$ 14.99		0	0	$ -
Table Bowl Wood S	Garden Ridge	Cash Receipt	6/12/2008	Each	1	5	$24.99	$ 124.95	5	$ 24.99		0	0	$ -
Table Fig Finl MTL	Garden Ridge	Cash Receipt	6/12/2008	Each	1	1	$9.00	$ 9.00	1	$ 9.00		0	0	$ -
12 In mixed Succul	Garden Ridge	Cash Receipt	6/12/2008	Each	1	1	$29.99	$ 29.99	1	$ 29.99		1	0	$ 29.99

EXHIBIT K
SMALLWARES INVENTORY

5ft Cottonwood	Garden Ridge	Cash Receipt	6/12/2008	Each	1	2	$79.99	$ 159.98	2	$ 79.99	Basket Room	2	0	$ 159.98
5ft Mini Cedar	Garden Ridge	Cash Receipt	6/12/2008	Each	1	2	$149.99	$ 299.98	2	$ 149.99	deco room	2	0	$ 299.98
Table Fig Finl MTL	Garden Ridge	Cash Receipt	6/12/2008	Each	1	4	$5.25	$ 21.00	4	$ 5.25		0	0	$ -
Vase Metal BWN 18IN	Garden Ridge	Cash Receipt	6/12/2008	Each	1	2	$19.99	$ 39.98	2	$ 19.99	Basket Room	0	1	$ -
Vase Metal BWN 22IN	Garden Ridge	Cash Receipt	6/12/2008	Each	1	2	$24.99	$ 49.98	2	$ 24.99	Basket Room	0	1	$ -
7ft Ming Aralia	Garden Ridge	Cash Receipt	6/12/2008	Each	1	1	$59.99	$ 59.99	1	$ 59.99	Basket Room	1	1	$ 59.99
Floor Vases Abaca	Garden Ridge	Cash Receipt	6/12/2008	Each	1	1	$49.99	$ 49.99	1	$ 49.99	kat office	1	1	$ 49.99
NST Floor Planter	Garden Ridge	Cash Receipt	6/12/2008	Each	1	1	$59.99	$ 59.99	1	$ 59.99	Basket Room	1	1	$ 59.99
NST Metal Bucket	Garden Ridge	Cash Receipt	6/12/2008	Each	1	1	$15.00	$ 15.00	1	$ 15.00	Basket Room	1	1	$ 15.00
NST Metal Bucket	Garden Ridge	Cash Receipt	6/12/2008	Each	1	1	$19.99	$ 19.99	1	$ 19.99	Basket Room	1	1	$ 19.99
NST Table FGrn AR	Garden Ridge	Cash Receipt	6/12/2008	Each	1	1	$11.25	$ 11.25	1	$ 11.25	Basket Room	1	1	$ 11.25
NST Table FGrn AR	Garden Ridge	Cash Receipt	6/12/2008	Each	1	1	$18.75	$ 18.75	1	$ 18.75	Basket Room	1	1	$ 18.75
NST Table FGrn AR	Garden Ridge	Cash Receipt	6/12/2008	Each	1	1	$22.50	$ 22.50	1	$ 22.50	Basket Room	1	1	$ 22.50
Papyrus w square	Garden Ridge	Cash Receipt	6/12/2008	Each	1	6	$19.99	$ 119.94	6	$ 19.99	Basket Room	1	1	$ 19.99
Vase Abaca 18 75In	Garden Ridge	Cash Receipt	6/12/2008	Each	1	1	$29.99	$ 29.99	1	$ 29.99	Basket Room	1	1	$ 29.99
Vase Abaca 25 75IN	Garden Ridge	Cash Receipt	6/12/2008	Each	1	1	$39.99	$ 39.99	1	$ 39.99	Basket Room	1	1	$ 39.99
Wall Sign Wood 23	Garden Ridge	Cash Receipt	6/12/2008	Each	1	1	$14.99	$ 14.99	1	$ 14.99	Basket Room	1	1	$ 14.99
Ttop tray wood 9"x5"	Garden Ridge	Cash Receipt	6/12/2008	Each	1	3	$14.99	$ 44.97	3	$ 14.99		0	2	$ -
12 in MXD Succulen	Garden Ridge	Cash Receipt	6/12/2008	Each	1	2	$20.00	$ 40.00	2	$ 20.00	Basket Room	2	2	$ 40.00
18 In Grass In TWIN	Garden Ridge	Cash Receipt	6/12/2008	Each	1	2	$19.99	$ 39.98	2	$ 19.99	Basket Room	2	2	$ 39.98
BBQ Hanger	Garden Ridge	Cash Receipt	6/12/2008	Each	1	2	$3.74	$ 7.48	2	$ 3.74	Basket Room	2	2	$ 7.48
Grass In Sea	Garden Ridge	Cash Receipt	6/12/2008	Each	1	2	$19.99	$ 39.98	2	$ 19.99	Basket Room	2	2	$ 39.98
Nst Floral Basket RE	Garden Ridge	Cash Receipt	6/12/2008	Each	1	2	$20.00	$ 40.00	2	$ 20.00	Basket Room	2	2	$ 40.00
Ttop tray wood 10"x5"	Garden Ridge	Cash Receipt	6/12/2008	Each	1	3	$19.99	$ 59.97	3	$ 19.99	deco room	2	2	$ 39.98

EXHIBIT K
SMALLWARES INVENTORY

Wall Sign 23.3 4	Garden Ridge	Cash Receipt	6/12/2008	Each	1	2	$14.99	$ 29.98	2	$ 14.99	Basket Room	2	2	$ 29.98
18 IN Grass In Sea	Garden Ridge	Cash Receipt	6/12/2008	Each	1	6	$19.99	$ 119.94	6	$ 19.99	Basket Room	4	2	$ 79.96
Vase Metal 11inW	Garden Ridge	Cash Receipt	6/12/2008	Each	1	4	$14.99	$ 59.96	4	$ 14.99	Basket Room	4	2	$ 59.96
Soft grass in wood	Garden Ridge	Cash Receipt	6/12/2008	Each	1	3	$14.99	$ 44.97	3	$ 14.99	Basket Room	3	3	$ 44.97
30 IN Leaf Metal Decorative	Garden Ridge	Cash Receipt	6/12/2008	Each	1	5	$20.00	$ 100.00	5	$ 20.00	2nd Floor	4	8	$ 80.00
Vase Ceramic 12.5	Garden Ridge	Cash Receipt	6/12/2008	Each	1	5	$9.00	$ 45.00	5	$ 9.00	Basket Room	10	10	$ 90.00
Vase Ceramic 9.75	Garden Ridge	Cash Receipt	6/12/2008	Each	1	2	$9.00	$ 18.00	2	$ 9.00	Basket Room	10	10	$ 90.00
Ttop fig OIG chal	Garden Ridge	Cash Receipt	6/12/2008	Each	1	3	$14.99	$ 44.97	3	$ 14.99	Basket Room	11	11	$ 164.89
Holga Natural BLK	Garden Ridge	Cash Receipt	6/12/2008	Each	1	20	$3.99	$ 79.80	20	$ 3.99	Basket Room	16	16	$ 63.84
Basket, Wire, Chrome, 18x12x2"H, Hubert	Hubert	923148	6/12/2008	each	1	48	$ 16.19	$ 777.12	48	$ 16.19	2nd Floor	30	30	$ 485.70
Basket, Wire, Chrome, 18x6x2"H, Hubert	Hubert	923148	6/12/2008	each	1	48	$ 16.10	$ 772.80	48	$ 16.10	2nd Floor	30	30	$ 483.00
Table Bowl Metal	Garden Ridge	Cash Receipt	6/12/2008	Each	1	6	$11.25	$ 67.50	6	$ 11.25	Basket Room	89	76	$ 1,001.25
NST FLR Planter MTL	Garden Ridge	Cash Receipt	6/12/2008	Each	1	2	$30.00	$ 60.00	2	$ 30.00	Basket Room	10	0	$ 300.00
Grinder Attachement	Edward Don & Co.	8956445	6/12/2008	each	1	1	$65.35	$ 65.35	1	$ 65.35	Brad's office	1	0	$ 65.35
Grinder Plate	Edward Don & Co.	8956445	6/12/2008	each	1	1	$4.18	$ 4.18	1	$ 4.18	Brad's office	1	0	$ 4.18
Grinder Knife	Edward Don & Co.	8956445	6/12/2008	each	1	2	$4.92	$ 9.84	2	$ 4.92	Brad's office	2	0	$ 9.84
Easel, Value, Bottom Load, 11x8.5, Horizona	Hubert	923148	6/12/2008	each	1	50	$ 4.31	$ 215.50	50	$ 4.31	Liquor Room	10	0	$ 43.10
Décor Giftware (4631169)	Marshalls	Cash Receipt	6/14/2008	Each	1	22	$2.99	$ 65.78	22	$ 2.99		0	0	$ -
Décor Giftware (4686169)	Marshalls	Cash Receipt	6/14/2008	Each	1	2	$9.99	$ 19.98	2	$ 9.99		0	0	$ -
Seasonal Décor (4051934)	Marshalls	Cash Receipt	6/14/2008	Each	1	2	$24.99	$ 49.98	2	$ 24.99		0	0	$ -
Seasonal Décor (4643416)	Marshalls	Cash Receipt	6/14/2008	Each	1	3	$24.99	$ 74.97	3	$ 24.99		0	0	$ -
Bucket of Granulate	CPI	2008017	6/23/2008	each	1	1	$169.00	$ 169.00	1	$ 169.00	N. Kitchen	1	1	$ 169.00
CDM12K Cutlery Drying Machine, S/N K12(	CPI	2008017	6/23/2008	each	1	1	$ 9,540.00	$ 9,540.00	1	$ 9,540.00	N. Kitchen	1	1	$ 9,540.00
Easel, Value, Bottom Load, 8.5x11, Vertical	Hubert	935865	6/24/2008	each	1	50	$4.04	$ 202.00	50	$ 4.04		0	0	$ -
Bulk Container Lid	Uline	23733635	6/25/2008	each	1	2	$50.00	$ 100.00	2	$ 50.00	Scattered	0	0	$ -
48x40x42 1/2 wire containers	Uline	23733635	6/25/2008	each	1	5	$279.00	$ 1,395.00	5	$ 279.00	BR D	5	5	$ 1,395.00
48x40x39 Collapsible Bulk Containers	Uline	23733635	6/25/2008	each	1	10	$320.00	$ 3,200.00	10	$ 320.00	Scattered	10	10	$ 3,200.00
48x40x42 1/2 wire containers	Uline	23824064	7/3/2008	each	1	5	$279.00	$ 1,395.00	5	$ 279.00	Scattered	3	3	$ 837.00
48x40x39 Collapsible Bulk Containers	Uline	23824064	7/3/2008	each	1	26	$320.00	$ 8,320.00	26	$ 320.00	Scattered	22	22	$ 7,040.00
Bulk Container Lid	Uline	23824064	7/3/2008	each	1	34	$50.00	$ 1,700.00	34	$ 50.00	Scattered	32	32	$ 1,600.00

EXHIBIT K
SMALLWARES INVENTORY

Optimizer Dish Dolly, 4 ADS4-03	Edward Don & Co.	9013219	7/10/2008	each	1	14	$435.77	$ 6,100.78	14	$ 435.77	BR D	14	14	$ 6,100.78
saf-t-ice scoop holder 7Wx6Dx11H	Hubert	976228	7/29/2008	1.00	1.00	12	$ 20.50	$ 246.00	12	$ 20.50	Ice Machines	12	12	$ 246.00
dolly for brute cans	Hubert	122470	9/2/2008	1	1	3	$56.71	$ 170.13	3	$ 56.71	N. Kitchen	3	3	$ 170.13
32 gallon yellow cans (brute)	Hubert	122470	9/2/2008	1	1	8	$ 31.99	$ 255.92	8	$ 31.99	N. Kitchen	8	7	$ 255.92
Lid, Bayside flat top funnel, black(open lid to	Hubert	122470	9/2/2008	1	1	5	$ 16.39	$ 81.95	5	$ 16.39	br d	10	8	$ 163.90
Pourer, Poly sugar side flap	Hubert	118137	9/2/2008	1.00	1.00	144	$ 2.30	$ 331.20	144	$ 2.30	BR D	238	244	$ 547.40
Pourer, Poly sugar side flap	Hubert	118137B	9/22/2008	1.00	1.00	72	$ 2.30	$ 165.60	72	$ 2.30		0	0	$ -
1/4"x7 1/16 x 49 5/32" clear acrylic	Austin Plastics & Supply, Inc.	14605	9/28/2008	Each	1	1	$46.50	$ 46.50	1	$ 46.50		0	0	$ -
Small Tong, 6"	Hubert	182137	10/15/2008	Each	1	1	$ 7.82	$ 7.82	1	$ 7.82	N.Kitchen	1	0	$ 7.82
Large Tong 9"	Hubert	182137	10/16/2008	Each	1	1	$ 10.16	$ 10.16	1	$ 10.16	N.Kitchen	1	0	$ 10.16
Samsung 650 Cash registers	Capitol Cash Registers	77477	10/22/2008	1	1	12	$650.00	$ 7,800.00	12	$ 650.00	S. Kitchen	12	12	$ 7,800.00
8 ft canopy covers, black	Kule Design/ADD	13305	10/23/2008	1.00	1.00	1	$ 185.00	$ 185.00	1	$ 185.00	3rd Floor	0	0	$ -
9 ft canopy covers, black	Kule Design/ADD	13305	10/23/2008	1	1	1	$ 200.00	$ 200.00	1	$ 200.00	3rd Floor	0	0	$ -
30x60 wooden plateform truc (flatbed cart)	Uline	25263589	10/23/2008	1	1	4	$ 195.00	$ 780.00	4	$ 195.00	S. Kitchen	5	10	$ 975.00
Corkscrew, Waiters, Black, 3/8"	Hubert	191282B	10/24/2008	Each	1	30	$ 2.15	$ 64.50	30	$ 2.15		0	0	$ -
Display, 3-Tier, Large, Mesh, 15. 75X13	Hubert	191282B	10/24/2008	Each	1	20	$ 66.68	$ 1,333.60	20	$ 66.68		0	0	$ -
Spoon, Hollow Handle	Hubert	191282B	10/24/2008	Each	1	95	$ 4.85	$ 460.75	95	$ 4.85	N.Kitchen	24	18	$ 116.40
Pan, Cake, 10X2, Aluminum Steel w/ Silicon	Hubert	191282B	10/24/2008	Each	1	30	$ 8.54	$ 256.20	30	$ 8.54	18a	28	29	$ 239.12
Large Tong 9"	Hubert	191282B	10/24/2008	Each	1	48	$ 9.53	$ 457.44	48	$ 9.53	N.Kitchen	21	82	$ 200.13
Small Tong, 6"	Hubert	191282B	10/24/2008	Each	1	94	$ 7.37	$ 692.78	94	$ 7.37	N.Kitchen	95	130	$ 700.15
Utility Cart, 2-Shelf	Hubert	191282B	10/24/2008	Each	1	6	$ 209.00	$ 1,254.00	6	$ 209.00		0	0	$ -
Wedgemaster, 10 Section	Hubert	191282B	10/24/2008	Each	1	1	$ 170.10	$ 170.10	1	$ 170.10		0	0	$ -
Rimmer, Glass, 3 Tier 5.5"	Hubert	191282B1	10/27/2008	Each	1	7	$ 9.89	$ 69.23	7	$ 9.89		0	0	$ -
14 gauge stainless stell risers (10Wx12Lx10H	Custom Sheet metal	89901	10/27/2008	1	1	36	$65.00	$ 2,340.00	36	$ 65.00	Basket Room	35	29	$ 2,275.00
Cart, Utility Deluxe 3 Shelf	Hubert	192582	10/29/2008	Each	1	6	$ 981.90	$ 5,891.40	6	$ 981.90	N.Kitchen	6	6	$ 5,891.40
Cart, Black 3-Shelf w/ Blue Legs	Hubert	192585	10/31/2008	Each	1	1	$ 175.50	$ 175.50	1	$ 175.50	Broken	0	1	$ -
Chafer	Hubert	192587	10/31/2008	Each	1	12	$ 791.20	$ 9,494.40	12	$ 791.20	BR D	9	20	$ 7,120.80
canvas tote (pink)	Garden Ridge	cash receipt	11/5/2008	1	1	2	$6.99	$ 13.98	2	$ 6.99	Basket Room	0	0	$ -
Display, 3-Tier, Large, Mesh, 15. 75X13	Hubert	75265CR	11/5/2008	Each	1	5	$ 66.68	$ 333.40	5	$ 66.68		0	0	$ -
Display, 3-Tier, Large, Mesh, 15. 75X14	Hubert	206009	11/5/2008	Each	1	4	$ 66.68	$ 266.72	4	$ 66.68		0	0	$ -
Cart, Pheumatic Tire, 24x48x40	Hubert	192586	11/5/2008	Each	1	2	$ 404.10	$ 808.20	2	$ 404.10	S.Kitchen	1	1	$ 404.10
vase (metal blue)	Garden Ridge	cash receipt	11/5/2008	1	1	1	$29.99	$ 29.99	1	$ 29.99	Basket Room	1	1	$ 29.99
trunk (small)	Garden Ridge	cash receipt	11/5/2008	1	1	2	$19.99	$ 39.98	2	$ 19.99	Basket Room	2	2	$ 39.98
vase (metal 14x9)	Garden Ridge	cash receipt	11/5/2008	1	1	2	$17.99	$ 35.98	2	$ 17.99	Basket Room	2	2	$ 35.98
trunk (large)	Garden Ridge	cash receipt	11/5/2008	1	1	5	$29.99	$ 149.95	5	$ 29.99	Basket Room	3	3	$ 89.97
canvas tote (blue)	Garden Ridge	cash receipt	11/5/2008	1	1	4	$6.99	$ 27.96	4	$ 6.99	Basket Room	4	4	$ 27.96

EXHIBIT K
SMALLWARES INVENTORY

catering table 29x72 - Escada	Sico/ADD	1435679	11/5/2008	1	1	2	$ 555.00	$ 1,110.00	2	$ 555.00	3rd Floor	4	4	$ 2,220.00
vase (mtl brown, green)	Garden Ridge	cash receipt	11/5/2008	1	1	6	$29.99	$ 179.94	6	$ 29.99	Basket Room	6	6	$ 179.94
metro shelves	Costco	cash receipt	11/5/2008	1	1	15	$99.99	$ 1,499.85	15	$ 99.99	Scattered	15	9	$ 1,499.85
Pan, Cake, 10X2, Aluminum Steel w/ Silicon	Hubert	191282B2	11/5/2008	Each	1	10	$ 8.54	$ 85.40	10	$ 8.54	18a	10	10	$ 85.40
canvas tote (buff/beige)	Garden Ridge	cash receipt	11/5/2008	1	1	13	$6.99	$ 90.87	13	$ 6.99	Basket Room	13	13	$ 90.87
canvas tote (black)	Garden Ridge	cash receipt	11/5/2008	1	1	45	$6.99	$ 314.55	45	$ 6.99	Basket Room	45	45	$ 314.55
Soprano Hotel Tray, 30"x 20"	Edward Don & Company	9406184	11/5/2008	Each	1	225	$ 153.85	$ 34,616.25	225	$ 153.85	cold	197	201	$ 30,308.45
Display, 3-Tier, Large, Mesh, 15. 75X15	Hubert	208318	11/6/2008	Each	1	1	$ 66.68	$ 66.68	1	$ 66.68		0	1	$ -
Extreme Duty Queen Mary Banquet Cart 2500 lb cap.	Aramark Direct DropShip	383958	11/7/2008	each	1	7	$ 1,097.10	$ 7,679.70	7	$ 1,097.10	BR D	7	7	$ 7,679.70
Square Plain Double-Wall 47659	Edward Don & Company	9415800	11/7/2008	Each	1	250	$ 14.28	$ 3,570.00	250	$ 14.28	cold	250	250	$ 3,570.00
Gravy Ladles, 3/4" Louvre	Edward Don & Company	9419520	11/10/2008	Case	12	250	$ 7.36	$ 1,840.00	3000	$ 0.61	N.Kitchen	100	15	$ 61.33
1/4 Peck Basket w/ Bail Handle	Hubert	214149	11/11/2008	Each	1	18	$ 4.04	$ 72.72	18	$ 4.04	Basket Room	18	17	$ 72.72
1/4 Peck Basket	Hubert	214149	11/11/2008	Each	1	46	$ 4.04	$ 185.84	46	$ 4.04	Basket Room	34	21	$ 137.36
Grommet machine, Hiker	Fellers	444805	11/11/2008	1	1	1	$217.99	$ 217.99	1	$ 217.99	Admin	1	0	$ 217.99
Cart, Wire, S/S Top, 1.5 Post, 38x24, Chrome	Hubert	215429	11/12/2008	Each	1	1	$ 632.70	$ 632.70	1	$ 632.70	N. Kitchen	1	1	$ 632.70
Pan, Bread, 4-1 LB, Aluminized Steel w/ Glaz	Hubert	215429	11/12/2008	Each	1	4	$ 36.17	$ 144.68	4	$ 36.17		4	4	$ 144.68
Outdoor Charcoal Grill	Ace Mart	20327116	11/14/2008	Each	1	1	$ 775.95	$ 775.95	1	$ 775.95	3rd floor	1	1	$ 775.95
utility cart	Sam's Club	cash receipt	11/14/2008	1	1	2	$54.68	$ 109.36	2	$ 54.68	3rd Floor	2	2	$ 109.36
basket set	Sam's Club	cash receipt	11/14/2008	1	1	1	$144.00	$ 144.00	1	$ 144.00	Basket Room	1	0	$ 144.00
Soprano Hotel Tray, 30"x 20"	Edward Don & Company	9452520	11/19/2008	Each	1	9	$ 153.85	$ 1,384.65	9	$ 153.85	cold	9	9	$ 1,384.65
1/2 Barrel Cooler	MicroMatic	209066	11/22/2008	Each	1	2	$ 993.51	$ 1,987.02	2	$ 993.51	3rd Floor	2	2	$ 1,987.02
Clear strip door and brackets to keep air condi	Johnson Equipment Company	730-8573P	11/23/2008	Each	1	2	$ 2,038.50	$ 4,077.00	2	$ 2,038.50	COA is storing	2	2	$ 4,077.00
Pan, Bread, 4-1 lb., Aluminized Steel w/ Glaze	Hubert	215429B1	11/24/2008	each	1	4	$ 36.17	$ 144.68	4	$ 36.17	dish	4	4	$ 144.68
Convection Oven, Electric	Edward Don & Company	9472032	11/25/2008	Each	1	1	$ 5,833.60	$ 5,833.60	1	$ 5,833.60	N.Kitchen	1	1	$ 5,833.60
Black Dye Based Ink Cartridge	Fermqvust	51660	11/26/2008	Each	1	1	$ 42.95	$ 42.95	1	$ 42.95	used	0	0	$ -
Color Ink Cartridge (LX810, LX400)	Fermqvust	51660	11/26/2008	Each	1	1	$ 47.95	$ 47.95	1	$ 47.95	used	0	0	$ -
Primera LX-810 Color Label Printing System	Fermqvust	51660	11/26/2008	Each	1	1	$ 2,495.00	$ 2,495.00	1	$ 2,495.00	Jay's Office	1	0	$ 2,495.00
30x96 in. Single Tier Catering Table, Mobile, Graph	Aramark Direct DropShip	1436424	12/1/2008	each	1	13	$805.00	$ 10,465.00	13	$ 805.00		13	13	$ 10,465.00
Slicer 12" Gear Driven	Ben E. Keith	01072515	12/3/2008	each	1	1	$ 2,278.00	$ 2,278.00	1	$ 2,278.00	cold	1	1	$ 2,278.00
Covers for Metro Cages	Intermetro Industries	10138495	12/5/2008	Each	1	17	$ 122.25	$ 2,078.25	17	$ 122.25	white/no good	17	10	$ 2,078.25
Metro cages	Intermetro Industries	10139118	12/8/2008	Each	1	17	$ 652.80	$ 11,097.60	17	$ 652.80	Scattered	17	17	$ 11,097.60
Shelving for metro cages	Intermetro Industries	10139119	12/9/2008	Each	1	51	$ 27.30	$ 1,392.30	51	$ 27.30	in cages	51	0	$ 1,392.30
Display Platter, 14"x7"x2, White	Hubert	243484	12/9/2008	each	1	1	$18.79	$ 18.79	1	$ 18.79		0	0	$ -

EXHIBIT K
SMALLWARES INVENTORY

Display Platter, 14"x7"x2, White	Hubert	252200	12/31/2008	each	1	249	$18.79	$ 4,678.71	249	$ 18.79	BR D	34	0	$ 638.86
Moli Serve Hot Food Cart	Aramark Direct DropShip	14214	1/13/2009	each	1	8	$ 742.00	$ 5,936.00	8	$ 742.00		0	0	$ -
10qt Mixer, Item Number 998470	Ben E. Keith	01072518	1/16/2009	Each	1	1	$ 1,190.00	$ 1,190.00	1	$ 1,190.00	cold	1	1	$ 1,190.00
Food Processor, Item Number 998471	Ben E. Keith	01072519	1/17/2009	Each	1	1	$ 1,850.00	$ 1,850.00	1	$ 1,850.00	cold	1	1	$ 1,850.00
Cubing Disc, Item Number 998472	Ben E. Keith	01072520	1/18/2009	Each	1	1	$ 255.00	$ 255.00	1	$ 255.00	cold	1	1	$ 255.00
Disc Batonelle for Processing, Item Number 9	Ben E. Keith	01072521	1/19/2009	Each	1	1	$280.00	$ 280.00	1	$ 280.00	cold	1	1	$ 280.00
Grey Chafer boxes 1/2 tote 30x22x20	Hubert	268536	1/30/2009	Each	1	18	$120.00	$ 2,160.00	18	$ 120.00	Soda Room	18	18	$ 2,160.00
Hotel Tray, Stainless Steel (20", 18/10)	Edward Don & Company	9671591	2/4/2009	Each	1	16	$153.85	$ 2,461.60	16	$ 153.85	cold	16	16	$ 2,461.60
Steel Vac Coffee Carafe Therms 1Litre	Aramark Direct Drop Ship	190847	2/4/2009	Each	1	72	$ 19.75	$ 1,422.00	72	$ 19.75	BR D	45	72	$ 888.75
Cart, Wire Stainless Steel Top, (38 x 24)	Hubert	311547	3/31/2009	Each	1	1	$ 829.80	$ 829.80	1	$ 829.80	N. Kitchen	4	4	$ 3,319.20
Komal Fabrication	Custom Sheet Metal	90667	4/24/2009	Each	1	3	$398.25	$ 1,194.75	3	$ 398.25	18a	4	4	$ 1,593.00
Round Terra Grill	World Market	Cash Receip	5/8/2009	Each	1	4	$34.99	$ 139.96	4	$ 34.99	18a	330	4	$ 11,546.70
5x3" Rectangular Dish	Palate & Plate	2055	5/21/2009	Case	7	48	$5.04	$ 241.92	336	$ 0.72		1	330	$ 0.72
Gun, Shrink Film Heat	Hubert	427736	5/22/2009	Each	1	1	$99.00	$ 99.00	1	$ 99.00	cs office	4	1	$ 396.00
Bricks for Buffet Décor 5x5x14 LMSTN	Home Depot	Cash Receip	5/25/2009	Each	1	2	$2.99	$ 5.98	2	$ 2.99	3rd Floor	2	2	$ 5.98
Décor Access 015533638 Pots & Vases	Marshalls	Cash Receip	5/25/2009	Each	1	2	$20.00	$ 40.00	2	$ 20.00	Kat's Office	2	2	$ 40.00
Décor Access 015336576 Pots & Vases	Marshalls	Cash Receip	5/25/2009	Each	1	3	$10.00	$ 30.00	3	$ 10.00	Basket Room	3	2	$ 30.00
Red Lava 5cu	Home Depot	Cash Receip	5/25/2009	Each	1	2	$3.38	$ 6.76	2	$ 3.38	18a	4	2	$ 13.52
1.5 Qt. Pate Terrine Cherry	Le Creuset Outlet	Cash Receip	5/25/2009	Each	1	4	$93.10	$ 372.40	4	$ 93.10	cage	4	4	$ 372.40
13.25 Qt. Round Oven Red	Le Creuset Outlet	Cash Receip	5/25/2009	Each	1	4	$234.50	$ 938.00	4	$ 234.50	18a	4	4	$ 938.00
Mynta Saucer	Ikea	Cash Receip	5/27/2009	Each	1	1	$10.00	$ 10.00	1	$ 10.00	Ikea Room	0	0	$ -
Glimma Candle/Met	Ikea	Cash Receip	5/27/2009	Each	1	1	$5.99	$ 5.99	1	$ 5.99	Ikea Room	1	0	$ 5.99
Glimma n Tealights	Ikea	Cash Receip	5/27/2009	Each	1	1	$3.99	$ 3.99	1	$ 3.99	Ikea Room	1	0	$ 3.99
Knodd Bin/Lid	Ikea	Cash Receip	5/27/2009	Each	1	1	$14.99	$ 14.99	1	$ 14.99	Ikea Room	1	0	$ 14.99
Knubbig Table Lamp	Ikea	Cash Receip	5/27/2009	Each	1	3	$16.99	$ 50.97	3	$ 16.99	Ikea Room	1	0	$ 16.99
Mynta n Plant Po	Ikea	Cash Receip	5/27/2009	Each	1	1	$24.99	$ 24.99	1	$ 24.99	Ikea Room	1	0	$ 24.99
Sparsam Low-Energy	Ikea	Cash Receip	5/27/2009	Each	1	1	$98.89	$ 98.89	1	$ 98.89	Ikea Room	1	0	$ 98.89
Glida Bulb E5	Ikea	Cash Receip	5/27/2009	Each	1	5	$3.99	$ 19.95	5	$ 3.99	Ikea Room	2	0	$ 7.98
Sparsam Ener Bl	Ikea	Cash Receip	5/27/2009	Each	1	2	$7.99	$ 15.98	2	$ 7.99	Ikea Room	2	0	$ 15.98
Glida Bulb E12	Ikea	Cash Receip	5/27/2009	Each	1	7	$2.99	$ 20.93	7	$ 2.99	Ikea Room	7	0	$ 20.93
N Wkly Plant Off	Ikea	Cash Receip	5/27/2009	Each	1	1	$22.99	$ 22.99	1	$ 22.99	Ikea Room	1	1	$ 22.99

EXHIBIT K
SMALLWARES INVENTORY

Bukt Décor Electric	Ikea	Cash Receip	5/27/2009	Each	1	2	$18.99	$ 37.98	2	$ 18.99	Ikea Room	2	1	$ 37.98
Kvart Floor Lamp	Ikea	Cash Receip	5/27/2009	Each	1	2	$12.99	$ 25.98	2	$ 12.99	Ikea Room	2	1	$ 25.98
Trojka Household	Ikea	Cash Receip	5/27/2009	Each	1	2	$1.99	$ 3.98	2	$ 1.99	Ikea Room	2	1	$ 3.98
Halogen Bulb Gu	Ikea	Cash Receip	5/27/2009	Each	1	3	$9.99	$ 29.97	3	$ 9.99	Ikea Room	3	1	$ 29.97
Knubbig Table Lamp	Ikea	Cash Receip	5/27/2009	Each	1	3	$8.99	$ 26.97	3	$ 8.99	Ikea Room	3	1	$ 26.97
Knubbig Table Lamp	Ikea	Cash Receipt	5/27/2009	Each	1	1	$8.99	$ 8.99	1	$ 8.99	Ikea Room	3	2	$ 26.97
Lykta Table Lamp	Ikea	Cash Receip	5/27/2009	Each	1	4	$12.99	$ 51.96	4	$ 12.99	Ikea Room	4	2	$ 51.96
Orgel Pend Lamp	Ikea	Cash Receip	5/27/2009	Each	1	4	$39.99	$ 159.96	4	$ 39.99	Ikea Room	4	2	$ 159.96
Sparsam Low-Ene	Ikea	Cash Receip	5/27/2009	Each	1	9	$8.99	$ 80.91	9	$ 8.99	Ikea Room	9	2	$ 80.91
Duderi Floor Lamp	Ikea	Cash Receip	5/27/2009	Each	1	5	$14.99	$ 74.95	5	$ 14.99	Ikea Room	5	3	$ 74.95
Smart Table Lamp	Ikea	Cash Receip	5/27/2009	Each	1	4	$19.99	$ 79.96	4	$ 19.99	Ikea Room	4	4	$ 79.96
Sparsam Lw-Ener	Ikea	Cash Receip	5/27/2009	Each	1	4	$9.99	$ 39.96	4	$ 9.99	Ikea Room	4	4	$ 39.96
Lamplight Trivet	Ikea	Cash Receip	5/27/2009	Each	1	16	$5.99	$ 95.84	16	$ 5.99	Ikea Room	16	7	$ 95.84
Sign Holder, Silver 8.5" x 11"	Hubert	43716	5/29/2009	Each	1	7	$53.99	$ 377.93	7	$ 53.99	Anthony Office	0	0	$ -
Cucina Braiser Pan w/ Lid 3.5 qt	Aramark Drop Ship	308330	5/29/2009	Each	1	3	$58.61	$ 175.83	3	$ 58.61	cage	3	3	$ 175.83
Spanish Tray w/ Induction Bottom S/S	Aramark Drop Ship	209330	5/29/2009	Each	1	3	$23.80	$ 71.40	3	$ 23.80	cage	3	3	$ 71.40
Saf-T-Ice Scoop Holder, 7W x 6D	Hubert	43716	5/29/2009	Each	1	3	$27.44	$ 82.32	3	$ 27.44	Ice Machines	6	4	$ 164.64
Arctic Dish Tall SQ 3.25" Diam - Blueberry	Aramark Drop Ship	21039	5/29/2009	Each	1	300	$2.70	$ 810.00	300	$ 2.70	3rd Floor	271	0	$ 731.70
5 in Sqaure Origami Bowl	Aramark Drop Ship	21041	5/29/2009	Each	1	300	$4.00	$ 1,200.00	300	$ 4.00	3rd Floor	277	0	$ 1,108.00
Arctic Plate Rectangle 11x5.5 - Clear	Aramark Drop Ship	21039	5/29/2009	Each	1	300	$5.50	$ 1,650.00	300	$ 5.50	3rd Floor	284	0	$ 1,562.00
Slanted Bowl - 5"	Aramark Drop Ship	21040	5/29/2009	Each	1	300	$5.20	$ 1,560.00	300	$ 5.20	3rd Floor	298	0	$ 1,549.60
Mold Panetone Pap	Sur La Table	Cash Receip	5/30/2009	Each	1	48	$0.25	$ 12.00	48	$ 0.25	dry	36	0	$ 9.00
Spaetzle Make SS/Plastic	Sur La Table	Cash Receip	5/30/2009	Each	1	2	$14.95	$ 29.90	2	$ 14.95	cage	0	1	$ -
Attach sausage Stuff 2 Ka	Sur La Table	Cash Receip	5/30/2009	Each	1	1	$9.95	$ 9.95	1	$ 9.95	cage	1	1	$ 9.95
Breadpan 2x5.75	Sur La Table	Cash Receip	5/30/2009	Each	1	5	$12.00	$ 60.00	5	$ 12.00	cage	5	5	$ 60.00
Batteries	Costco Wholesale	Cash Receip	5/31/2009	Each	1	2	$11.39	$ 22.78	2	$ 11.39	used	0	0	$ -
Digital Menu Frames	Costco Wholesale	Cash Receip	5/31/2009	Each	1	5	$79.99	$ 399.95	5	$ 79.99	Jay's Offcie	5	0	$ 399.95
LED Lights	Costco Wholesale	Cash Receip	5/31/2009	Pack	3	8	$19.99	$ 159.92	24	$ 6.66	Anthony's office	15	0	$ 99.95
Mandoline, Veg Slicer w/ Handle	Hubert	436209	6/1/2009	Each	1	1	$205.20	$ 205.20	1	$ 205.20	cs office	1	1	$ 205.20

EXHIBIT K
SMALLWARES INVENTORY

Vase Clear Glass	Garden Ridge	Cash Receip	6/3/2009	Each	1	6	$19.99	$ 119.94	6	$ 19.99	Basket Room	6	5	$ 119.94
Table Finial 18.5	Garden Ridge	Cash Receip	6/3/2009	Each	1	6	$19.99	$ 119.94	6	$ 19.99	Basket Room	6	7	$ 119.94
Digital Menu Frames	Costco Wholesale	Cash Receip	6/3/2009	Each	1	6	$89.99	$ 539.94	6	$ 89.99	Jay's Office	6	0	$ 539.94
12x9x6 Wet Foam D	Garden Ridge	Cash Receip	6/3/2009	Each	1	6	$9.99	$ 59.94	6	$ 9.99		0	0	$ -
16in. Styro Plus Wn	Garden Ridge	Cash Receip	6/3/2009	Each	1	2	$12.99	$ 25.98	2	$ 12.99		0	0	$ -
1x12x36 Green She	Garden Ridge	Cash Receip	6/3/2009	Each	1	8	$9.99	$ 79.92	8	$ 9.99		0	0	$ -
2X3X12 Frn Spray	Garden Ridge	Cash Receip	6/3/2009	Each	1	6	$2.99	$ 17.94	6	$ 2.99		0	0	$ -
8x3 Dry Foam	Garden Ridge	Cash Receip	6/3/2009	Each	1	8	$4.99	$ 39.92	8	$ 4.99		0	0	$ -
8x8x8 Green Cube	Garden Ridge	Cash Receip	6/3/2009	Each	1	2	$12.99	$ 25.98	2	$ 12.99		0	0	$ -
9x4 75in. Block Sw	Garden Ridge	Cash Receip	6/3/2009	Each	1	1	$5.99	$ 5.99	1	$ 5.99		0	0	$ -
Bug Zapper	Garden Ridge	Cash Receip	6/3/2009	Each	1	1	$14.99	$ 14.99	1	$ 14.99		0	0	$ -
Grande Margarita	Garden Ridge	Cash Receip	6/3/2009	Each	1	6	$14.99	$ 89.94	6	$ 14.99		0	0	$ -
Light Green Floral T	Garden Ridge	Cash Receip	6/3/2009	Each	1	1	$1.49	$ 1.49	1	$ 1.49		0	0	$ -
NST 16in Glzd Rim	Garden Ridge	Cash Receip	6/3/2009	Each	1	2	$9.99	$ 19.98	2	$ 9.99		0	0	$ -
NST 16in Glzd Rim	Garden Ridge	Cash Receip	6/3/2009	Each	1	2	$19.99	$ 39.98	2	$ 19.99		0	0	$ -
Styro Glue 4oz	Garden Ridge	Cash Receip	6/3/2009	Each	1	2	$4.99	$ 9.98	2	$ 4.99		0	0	$ -
Ttop Sphere 8inch	Garden Ridge	Cash Receip	6/3/2009	Each	1	6	$4.99	$ 29.94	6	$ 4.99	Admin	0	0	$ -
Acrylic Tubing	Austin Plastics & Supply, Inc.	14859	6/4/2009	Each	1	2	$255.00	$ 510.00	2	$ 255.00	Soda Room	0	0	$ -
Flourescent Green Acrylic Box	Austin Plastics & Supply, Inc.	14859	6/4/2009	Each	1	2	$575.00	$ 1,150.00	2	$ 575.00	3rd Floor	2	2	$ 1,150.00
Acrylic P95 Fabricated Box	Austin Plastics & Supply, Inc.	14859	6/4/2009	Each	11	1	$1,783.00	$ 1,783.00	11	$ 162.09	Soda Room	10	10	$ 1,620.91
Bricks for Buffet Décor 5x5x14 LMSTN	Home Depot	Cash Receip	6/4/2009	Each	1	24	$2.99	$ 71.76	24	$ 2.99	3rd Floor	12	12	$ 35.88
WS TM Modern Rim Sugar	Pottery Barn	Cash Receip	6/5/2009	Each	1	6	$3.99	$ 23.94	6	$ 3.99	Liquor Room	6	0	$ 23.94
Cup Aluminum Utility, 4 oz	Ben E. Keith	01285099	6/5/2009	Each	1000	1	$75.89	$ 75.89	1000	$ 0.08		0	0	$ -
Mold Panetone Pap 2.75 Round	Sur La Table	Cash Receip	6/5/2009	Each	1	60	$0.21	$ 12.75	60	$ 0.21	dry	50	0	$ 10.63
Whisk 7in Egg SS	Sur La Table	Cash Receip	6/5/2009	Each	1	2	$1.28	$ 2.55	2	$ 1.28	cage	1	1	$ 1.28
AC Electric Grill	Pottery Barn	Cash Receip	6/5/2009	Each	1	3	$199.95	$ 599.85	3	$ 199.95	18a	3	3	$ 599.85
Shaker Dredge w/ Handle	Ben E. Keith	1285676	6/5/2009	Each	1	5	$7.89	$ 39.45	5	$ 7.89	18a	5	4	$ 39.45
Shaker Dredge Can w/ Handle	Ben E. Keith	1285676	6/5/2009	Each	1	7	$3.98	$ 27.86	7	$ 3.98	cold	6	4	$ 23.88
Square Platter	Pottery Barn	Cash Receip	6/5/2009	Each	1	6	$21.00	$ 126.00	6	$ 21.00	18a	6	6	$ 126.00
PV Rectangular Platter	Pottery Barn	Cash Receip	6/5/2009	Each	1	8	$29.99	$ 239.92	8	$ 29.99	18a	8	8	$ 239.92
Bottle Squeeze, 12oz	Ben E. Keith	1285098	6/5/2009	Each	12	4	$9.98	$ 39.92	48	$ 0.83	dish	87	39	$ 72.36
Lisbon Charger Apl	Pottery Barn	Cash Receip	6/5/2009	Each	1	2	$7.99	$ 15.98	2	$ 7.99		0	0	$ -
Lisbon Charger Choc	Pottery Barn	Cash Receip	6/5/2009	Each	1	2	$7.99	$ 15.98	2	$ 7.99		0	0	$ -
Lisbon Charger Sun	Pottery Barn	Cash Receip	6/5/2009	Each	1	2	$7.99	$ 15.98	2	$ 7.99		0	0	$ -
OV Plt w/ Cutout Wh	Pottery Barn	Cash Receip	6/5/2009	Each	1	6	$29.99	$ 179.94	6	$ 29.99		0	0	$ -
Heavy Duty Handwrapper	ULINE	29173023	9/9/2009	Each	1	1	$ 96.32	$ 96.32	1	$ 96.32		0	1	$ -
Discharge Plate	Texas Pyrotech (Petty Cash)	W092509-0	10/2/2009	Each	1	2	$22.10	$ 44.20	2	$ 22.10		2	2	$ 44.20
Julienne Plate 5/16" 8x8mm	Texas Pyrotech (Petty Cash)	W092509-0	10/2/2009	Each	1	2	$23.60	$ 47.20	2	$ 23.60		2	2	$ 47.20
Dock Plate 48x36	Uline	25369782	10/31/2009	1	1	1	$355.00	$ 355.00	1	$ 355.00	BR D	1	1	$ 355.00
Chefscape Griddle	Tuesday Morning (Petty Cash)	28547	11/7/2009	Each	1	1	$99.99	$ 99.99	1	$ 99.99	18A	1	1	$ 99.99

EXHIBIT K
SMALLWARES INVENTORY

Bamboo Board SS Band	Tuesday Morning (Petty Cash)	28547	11/7/2009	Each	1	2	$49.99	$ 99.98	2	$ 49.99		2	2	$ 99.98
Deli Pop Machine	Delice Global, Inc	5054	1/25/2010	Each	1	1	$7,260.00	$ 7,260.00	1	$ 7,260.00	18A	1	1	$ 7,260.00
Display Case, Giant Waffle Cone motorized spinning wheel	Gold Medal Products (on behalf of ADD)	430589	2/8/2010	Each	1	1	$139.30	$ 139.30	1	$ 139.30	18A	1	1	$ 139.30
Easy Waffle Cone Roller, one piece anodized aluminum	Gold Medal Products (on behalf of ADD)	430589	2/8/2010	Each	1	1	$104.30	$ 104.30	1	$ 104.30	18A	1	1	$ 104.30
Giant Waffle Cone Baker 8" Danish Grid Electric	Gold Medal Products (on behalf of ADD)	430589	2/8/2010	Each	1	1	$525.00	$ 525.00	1	$ 525.00	18A	1	1	$ 525.00
Giant Waffle Cone Baker 8" Danish Grid Electric	Gold Medal Products (on behalf of ADD)	440059	3/5/2010	Each	1	1	$567.00	$ 567.00	1	$ 567.00	18A	1	1	$ 567.00
Dome 12x20" With One End Cut Out Lids	Hubert (missed logging 2010)	763995	3/9/2010	Each	1	24	$54.94	$ 1,318.58	24	$ 54.94			22	
Truck Platform, 2000 lb.	Grainger	9202528338	3/11/2010	Each	1	10	$297.45	$ 2,974.50	10	$ 297.45	18A	10	10	$ 2,974.50
Brevia Die Cast Citrus Press (Juicer)	Pottery Barn (Petty Cash)	00919090	7/11/2010	Each	1	2	$142.49	$ 284.98	2	$ 142.49	18A	2	0	$ 284.98
Wyndham Black Flat Panel 6'x30"x30" Table Skirts	Snap Drape (on behalf of ADD)	6852	7/20/2010	Each	1	10	$71.02	$ 710.20	10	$ 71.02	Linen Room	10	7	$ 710.20
Wyndham Black Flat Panel 66" Round (126") Table Skirts	Snap Drape (on behalf of ADD)	6852	7/20/2010	Each	1	20	$96.09	$ 1,921.80	20	$ 96.09	Linen Room	20	15	$ 1,921.80
Wyndham Black Flat Panel 8'x30"x30" Table Skirts	Snap Drape (on behalf of ADD)	6852	7/20/2010	Each	1	100	$82.26	$ 8,226.00	100	$ 82.26	Linen Room	100	68	$ 8,226.00
6 ft. Sico Two Tier Mobile Catering Table Cover-Black	Coverco, Inc. (on behalf of ADD)	5846	7/29/2010	Each	1	20	$146.29	$ 2,925.80	20	$ 146.29			20	
6 ft. La Jolla Schoolrm Banquet Table Covers W	Coverco, Inc. (on behalf of ADD)	5846	7/29/2010	Each	1	20	$103.29	$ 2,065.80	20	$ 103.29			20	
8 ft. x 30 in. Banquet Table Cover LaJolla Fabric Bl	Coverco, Inc. (on behalf of ADD)	5846	7/29/2010	Each	1	60	$101.24	$ 6,074.40	60	$ 101.24			60	
Oneida Chateau Dinner Knife 18/8 Stainless Steel	Oneida (on behalf of ADD)	6829	8/6/2010	Each	1	612	$2.64	$ 1,615.51	612	$ 2.64	BRD	609	765	$ 1,607.59
Oneida Chateau Dinner Forks 18/8 Stainless Steel	Oneida (on behalf of ADD)	6829	8/6/2010	Each	1	4248	$1.14	$ 4,842.72	4248	$ 1.14	BRD	4248	4948	$ 4,842.72
Butter Knife FH 18/8 S/S Chateau	Oneida (on behalf of ADD)	90163513	9/24/2010	Each	1	228	$1.28	$ 291.01	228	$ 1.28			228	
Sign Holder Slimline Menu 8.5x11 (returned, see next item)	**Hubert**	**103666**	**9/27/2010**	**Each**	**1**	**15**	**$52.32**	**$ 784.84**	**15**	**$ 52.32**			0	
Floral {Hobby Lobby table/floor display}	Hobby Lobby	03060	9/28/2010	Each	1	1	$4.99	$ 4.99	1	$ 4.99			1	
Floral {Hobby Lobby table/floor display}	Hobby Lobby	03060	9/28/2010	Each	1	1	$2.47	$ 2.47	1	$ 2.47			1	
Caddy {Wicker Silverware Caddies}	Target	757-270-749	9/28/2010	Each	1	4	$14.99	$ 59.96	4	$ 14.99			4	
Cymbidium Spray 34" CR/{White Small Mini Flower Stem}	Southern Floral	435422	9/28/2010	Each	1	5	$19.50	$ 97.50	5	$ 19.50			5	
Phalanopsis ORCH LGx6 4 {Large White Flower Stem}	Southern Floral	435422	9/28/2010	Each	1	6	$14.95	$ 89.70	6	$ 14.95			6	
Floral {Hobby Lobby table/floor display}	Hobby Lobby	03060	9/28/2010	Each	1	12	$2.00	$ 23.94	12	$ 2.00			12	
Black River Cane {black bamboo stick}	World Market	0116-46	9/28/2010	Each	1	6	$9.99	$ 59.94	6	$ 9.99			20	
Floral {Hobby Lobby table/floor display}	Hobby Lobby	03060	9/28/2010	Each	1	24	$8.00	$ 191.88	24	$ 8.00			24	
Dancing Orchid Spray {Yellow}	Southern Floral	435422	9/28/2010	Each	1	29	$2.99	$ 86.71	29	$ 2.99			29	
Walnut River Cane {tan bamboo stick}	World Market	0116-46	9/28/2010	Each	1	6	$9.99	$ 59.94	6	$ 9.99			0	
Mandoline Deluxe Food Cutter	Edward Don & Co.	11706162	9/29/2010	Each	1	1	$125.31	$ 125.31	1	$ 125.31			1	
Fenomen N Blck	IKEA	10002577 p	9/29/2010	Each	1	1	$3.49	$ 3.49	1	$ 3.49			1	

EXHIBIT K
SMALLWARES INVENTORY

Krabb Mirror 63	IKEA	10002577 p	9/29/2010	Each	1	1	$14.99	$ 14.99	1	$ 14.99			1	
Krabb Mirror 63	IKEA	10002577 p	9/29/2010	Each	1	1	$14.99	$ 14.99	1	$ 14.99			1	
Melbu Mirror 23 {wavy mirror}	IKEA	10002577 p	9/29/2010	Each	1	1	$79.99	$ 79.99	1	$ 79.99			1	
TR Dig Bowl 11 {Bamboo bowl}	IKEA	10002577 p	9/29/2010	Each	1	4	$24.99	$ 99.96	4	$ 24.99			2	
Box Food Sqr 12 qt. Poly Blue	Edward Don & Co.	11706162	9/29/2010	Each	1	3	$12.12	$ 36.36	3	$ 12.12			3	
Lid Food Box Square 12-22 qt. Blu	Edward Don & Co.	11706162	9/29/2010	Each	1	3	$3.56	$ 10.68	3	$ 3.56			3	
F RM Vase	IKEA	10002577 p	9/29/2010	Each	1	6	$2.99	$ 17.94	6	$ 2.99			3	
Textur Floor/TB {floor tree}	IKEA	10002577 p	9/29/2010	Each	1	3	$49.99	$ 149.97	3	$ 49.99			3	
PJ's Deco Vase	IKEA	10002577 p	9/29/2010	Each	1	4	$39.99	$ 159.96	4	$ 39.99			4	
Smycka Art Peta {welcome cow signs}	IKEA	10002577 p	9/29/2010	Each	1	6	$3.99	$ 23.94	6	$ 3.99			4	
Borrby Lantern {outdoor lantern}	IKEA	10002577 p	9/29/2010	Each	1	4	$14.99	$ 59.96	4	$ 14.99			4	
Bjurin Plnt Pot {medium planter pot}	IKEA	10002577 p	9/29/2010	Each	1	5	$7.99	$ 39.95	5	$ 7.99			5	
IKEA STHLM Bowl {Ceramic bowl/platter}	IKEA	10002577 p	9/29/2010	Each	1	5	$29.99	$ 149.95	5	$ 29.99			5	
Bjurin Plnt Pot {small planter pot}	IKEA	10002577 p	9/29/2010	Each	1	6	$4.99	$ 29.94	6	$ 4.99			6	
N Sum Bskt/Hndl {basket with handles}	IKEA	10002577 p	9/29/2010	Each	1	7	$19.99	$ 139.93	7	$ 19.99			7	
Ribba Frm	IKEA	10002577 p	9/29/2010	Each	1	12	$4.99	$ 59.88	12	$ 4.99			12	
Ribba Frm	IKEA	10002577 p	9/29/2010	Each	1	12	$4.99	$ 59.88	12	$ 4.99			12	
Fejka Artificl {table top plant}	IKEA	10002577 p	9/29/2010	Each	1	16	$5.99	$ 95.84	16	$ 5.99			14	
Onion Grass Centerpiece	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$29.99	$ 29.99	1	$ 29.99			1	
Grass Myrtle	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$9.99	$ 9.99	1	$ 9.99			1	
Cymbidium Centerpiece	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$19.99	$ 19.99	1	$ 19.99			1	
Jamaica Ivy Plant	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$7.49	$ 7.49	1	$ 7.49			1	
Jamaica Ivy Plant	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$7.49	$ 7.49	1	$ 7.49			1	
River Fern Grass	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$29.99	$ 29.99	1	$ 29.99			1	
Onion Grass SQNP Centerpiece	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$29.99	$ 29.99	1	$ 29.99			1	
Onion Grass Centerpiece	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$29.99	$ 29.99	1	$ 29.99			1	
Onion Grass Centerpiece	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$29.99	$ 29.99	1	$ 29.99			1	
Onion Grass Square	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$29.99	$ 29.99	1	$ 29.99			1	
Onion Grass Square	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$29.99	$ 29.99	1	$ 29.99			1	
Onion Grass Centerpiece	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$29.99	$ 29.99	1	$ 29.99			1	
22" Red Greenery	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$14.99	$ 14.99	1	$ 14.99			1	
Phlilo Ivy Square	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$19.99	$ 19.99	1	$ 19.99			1	
Phlilo Ivy Square	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$19.99	$ 19.99	1	$ 19.99			1	
River Fern Grass	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$29.99	$ 29.99	1	$ 29.99			1	
River Fern Grass	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$29.99	$ 29.99	1	$ 29.99			1	
River Fern Grass	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$29.99	$ 29.99	1	$ 29.99			1	
22" Red Greenery	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$14.99	$ 14.99	1	$ 14.99			1	
22" Red Greenery	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$14.99	$ 14.99	1	$ 14.99			1	
River Fern Grass	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$29.99	$ 29.99	1	$ 29.99			1	
24" Cymbidium Orchid	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$19.99	$ 19.99	1	$ 19.99			1	
2' Birds Nest Fern	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$19.99	$ 19.99	1	$ 19.99			1	
2' Birds Nest Fern	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$19.99	$ 19.99	1	$ 19.99			1	
Square Floor Tree	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$29.99	$ 29.99	1	$ 29.99			1	
Square Floor Tree	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$29.99	$ 29.99	1	$ 29.99			1	
Square Floor Tree	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$29.99	$ 29.99	1	$ 29.99			1	

EXHIBIT K
SMALLWARES INVENTORY

24" Cymbidium Orchid	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$19.99	$ 19.99	1	$ 19.99			1	
17" Lavender Centerpiece	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$7.99	$ 7.99	1	$ 7.99			1	
22" Red Greenery	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$14.99	$ 14.99	1	$ 14.99			1	
22" Red Greenery	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$14.99	$ 14.99	1	$ 14.99			1	
32" Papyrus Grass	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$14.99	$ 14.99	1	$ 14.99			1	
Phlilo Ivy Square	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$19.99	$ 19.99	1	$ 19.99			1	
Square Floor Tree	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$29.99	$ 29.99	1	$ 29.99			1	
22" Red Greenery	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$14.99	$ 14.99	1	$ 14.99			1	
Onion Grass Square	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$29.99	$ 29.99	1	$ 29.99			1	
22" Greenery	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$14.99	$ 14.99	1	$ 14.99			1	
22" Greenery	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$14.99	$ 14.99	1	$ 14.99			1	
22" Red Greenery	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$14.99	$ 14.99	1	$ 14.99			1	
22" Red Greenery	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$14.99	$ 14.99	1	$ 14.99			1	
22" Red Greenery	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$14.99	$ 14.99	1	$ 14.99			1	
24" Cymbidium Orchid	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$19.99	$ 19.99	1	$ 19.99			1	
22" Red Greenery	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$14.99	$ 14.99	1	$ 14.99			1	
22" Greenery	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$14.99	$ 14.99	1	$ 14.99			1	
17" Lavender Centerpiece	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$7.99	$ 7.99	1	$ 7.99			1	
30" Philo Plant	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$19.99	$ 19.99	1	$ 19.99			1	
River Fern Grass	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$29.99	$ 29.99	1	$ 29.99			1	
Silver Plant	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$29.99	$ 29.99	1	$ 29.99			1	
Silver Plant	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$39.99	$ 39.99	1	$ 39.99			1	
Silver Plant	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$39.99	$ 39.99	1	$ 39.99			1	
Floral Centerpiece	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$19.99	$ 19.99	1	$ 19.99			1	
Floral Centerpiece	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$19.99	$ 19.99	1	$ 19.99			1	
Chef's Standing Chalkboard Menu	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$29.99	$ 29.99	1	$ 29.99			1	
Floral Centerpiece	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$19.99	$ 19.99	1	$ 19.99			1	
Floral Centerpiece	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$19.99	$ 19.99	1	$ 19.99			1	
6' Clipped Floor Tree Maple	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$79.99	$ 79.99	1	$ 79.99			1	
6' Green Ficus Tree	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$59.99	$ 59.99	1	$ 59.99			1	
3.5' Floor Plant	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$39.99	$ 39.99	1	$ 39.99			1	
3.5' Floor Plant	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$39.99	$ 39.99	1	$ 39.99			1	
3.5' Floor Plant	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$39.99	$ 39.99	1	$ 39.99			1	
3.5' Floor Plant	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$39.99	$ 39.99	1	$ 39.99			1	
3.5' Floor Plant	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$39.99	$ 39.99	1	$ 39.99			1	
3.5' Floor Plant	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$39.99	$ 39.99	1	$ 39.99			1	
6' Green Ficus Tree	Garden Ridge	658537 pc	9/30/2010	Each	1	1	$59.99	$ 59.99	1	$ 59.99			1	
Cornstalk Ball, Natural, 4.5"	Hubert	111494	9/30/2010	Each	1	2	$11.30	$ 22.61	2	$ 11.30			2	
Cornstalk Ball, Green, 4.5"	Hubert	111494	9/30/2010	Each	1	2	$11.30	$ 22.61	2	$ 11.30			2	
Cornstalk Ball, Brown, 4.5"	Hubert	111494	9/30/2010	Each	1	2	$11.30	$ 22.61	2	$ 11.30			2	
Cornstalk Ball, Orange, 4.5"	Hubert	111494	9/30/2010	Each	1	2	$11.30	$ 22.61	2	$ 11.30			2	
Cornstalk Ball, Yellow, 4.5"	Hubert	111494	9/30/2010	Each	1	2	$11.30	$ 22.61	2	$ 11.30			2	
Vase, Glass, Vision, Rectangle, Large	Hubert	111494	9/30/2010	Each	1	2	$44.15	$ 88.31	2	$ 44.15			2	
Cornstalk Ball, Natural, 6"	Hubert	111494	9/30/2010	Each	1	3	$14.36	$ 43.09	3	$ 14.36			3	
Cornstalk Ball, Green, 6"	Hubert	111494	9/30/2010	Each	1	3	$14.36	$ 43.09	3	$ 14.36			3	
Cornstalk Ball, Brown, 6"	Hubert	111494	9/30/2010	Each	1	3	$14.36	$ 43.09	3	$ 14.36			3	

EXHIBIT K
SMALLWARES INVENTORY

Cornstalk Ball, Orange, 6"	Hubert	111494	9/30/2010	Each	1	3	$14.36	$ 43.09	3	$ 14.36			3	
Cornstalk Ball, Yellow, 6"	Hubert	111494	9/30/2010	Each	1	3	$14.36	$ 43.09	3	$ 14.36			3	
Ball, Deco Berry Cinnabar 4" Dia	Hubert	111494	9/30/2010	Each	1	4	$14.45	$ 57.81	4	$ 14.45			4	
Ball, Deco Berry Chocolate 4" Dia	Hubert	111494	9/30/2010	Each	1	4	$14.45	$ 57.81	4	$ 14.45			4	
Ball, Deco Berry Pear Green 4" Dia	Hubert	111494	9/30/2010	Each	1	4	$14.45	$ 57.81	4	$ 14.45			4	
Ball, Deco Berry Cranberry 4" Dia	Hubert	111494	9/30/2010	Each	1	4	$14.45	$ 57.81	4	$ 14.45			4	
Ball, Deco Berry Saffron 4" Dia	Hubert	111494	9/30/2010	Each	1	4	$14.45	$ 57.81	4	$ 14.45			4	
Ball, Deco Berry Sage Green 4" Dia	Hubert	111494	9/30/2010	Each	1	4	$14.45	$ 57.81	4	$ 14.45			4	
Rattan Ball, 6"	Hubert	111494	9/30/2010	Each	1	5	$10.31	$ 51.57	5	$ 10.31			5	
Rattan Ball, 4.5"	Hubert	111494	9/30/2010	Each	1	5	$10.22	$ 51.12	5	$ 10.22			5	
Planter, Lavender in Rd. "Grass" Pot Large	Hubert	111494	9/30/2010	Each	1	8	$10.91	$ 87.30	8	$ 10.91			8	
Wooden Tote, 4 compartment	Hubert	111494	9/30/2010	Each	1	12	$29.03	$ 348.40	12	$ 29.03			12	
Planter, Grass in Tin, Small	Hubert	111494	9/30/2010	Each	1	20	$25.52	$ 510.46	20	$ 25.52			20	
Bamboo, 6ft. Natural 3/st	Hubert	111494	9/30/2010	Set	3	9	$19.13	$ 172.20	27	$ 6.38			27	
Vase, Glass, Vision, Square, X-Large	Hubert	111494	9/30/2010	Each	1	2	$48.65	$ 97.31	2	$ 48.65			0	
Vase, Glass, Vision, Square, Medium	Hubert	111494	9/30/2010	Each	1	2	$29.76	$ 59.52	2	$ 29.76			0	
Crate, large Cedar 16x11x9	Hubert	111494	9/30/2010	Each	1	3	$42.09	$ 126.27	3	$ 42.09			0	
Crate, Cedar, 13x7x6	Hubert	111494	9/30/2010	Each	1	3	$28.77	$ 86.31	3	$ 28.77			0	
Vase, Glass, Vision, Rectangle, Medium	Hubert	111494	9/30/2010	Each	1	2	$29.76	$ 59.52	2	$ 29.76			0	
Tub, Beverage Rect 23x15x8.5 SS dbl wall	Hubert	111494	9/30/2010	Each	1	4	$289.97	$ 1,159.88	4	$ 289.97			0	
Sneezeguard, 35" Alum, Sq Glass Market	Hubert	103686	10/5/2010	Each	1	4	$505.01	$ 2,020.03	4	$ 505.01			4	
Cart, Pneumatic Tire, 24x48x40	Hubert	103579	10/7/2010	Each	1	4	$617.72	$ 2,470.89	4	$ 617.72			4	
Bamboo, 6ft. Natural 3/st	Hubert	111494B1	10/8/2010	Set	3	6	$20.89	$ 125.34	18	$ 6.96			14	
Liner, Case, Green 30" x 74' Roll	Hubert	130228	10/14/2010	Roll	1	1	$28.12	$ 28.12	1	$ 28.12			1	
Pan, Cold Ltwght 30" x 24" x 8" h SS portable	Hubert	130228	10/14/2010	Each	1	2	$300.13	$ 600.26	2	$ 300.13			2	
Spoon, Portion, S/S, Perf, 6oz. Blk.Hnd.Hub	Hubert	130228	10/14/2010	Each	1	12	$3.46	$ 41.52	12	$ 3.46			12	
Pan, Mod Fd Sqr, Large 9.75"sq x 3"h S/S	Hubert	130228	10/14/2010	Each	1	15	$51.12	$ 766.80	15	$ 51.12			15	
Acrylic Block, clear, 8"x8"x3" wave	Hubert	130228	10/14/2010	Each	1	12	$10.84	$ 130.08	12	$ 10.84			0	
Bowl, Rnd.White, 7.5"Dia x 2.25-4.25" h	Hubert	130228	10/14/2010	Each	1	15	$10.84	$ 162.60	15	$ 10.84			0	
Sign Holder-Silver, 8-1/2" x 11"	Hubert	130259	10/15/2010	Each	1	15	$53.99	$ 809.85	15	$ 53.99			15	
Crate, Small, Cedar, 11.5x8.5x6.5h	Hubert	111494B2	10/20/2010	Each	1	3	$34.37	$ 103.10	3	$ 34.37			0	
Ice Caddy 175# Black	Cambro (on behalf of ADD)	101517210	10/21/2010	Each	1	4	$589.81	$ 2,359.22	4	$ 589.81			14	
Bowl, Rnd.White, 7.5"Dia x 2.25-4.25" h	Hubert	130228B1	10/26/2010	Each	1	60	$10.02	$ 601.14	60	$ 10.02			0	
Table Single-Tier Catering 30x72 Chrome Leg	SICO (on behalf of ADD)	1454911	10/26/2010	Each	1	3	$ 717.92	$ 2,153.76	3	$ 717.92			0	
Cart, Hand, Upright, 4 Bins Mahagony (returned, see next item)	**Hubert**	**130276**	**10/27/2010**	**Each**	**1**	**2**	**$910.15**	**$ 1,820.30**	**2**	**$ 910.15**			0	
Replacement Blade for Slicing Discs 1007	Edward Don & Co.	11803972	10/29/2010	Each	1	1	$26.39	$ 26.39	1	$ 26.39			1	
Dicing Disc/Grid 28114	Edward Don & Co.	11803972	10/29/2010	Each	1	1	$312.19	$ 312.19	1	$ 312.19			1	
Kit Dicing 9/16"	Edward Don & Co.	11803972	10/29/2010	Each	1	1	$324.20	$ 324.20	1	$ 324.20			1	
Hand Mixer MP 550 Turbo	Edward Don & Co.	11803972	10/29/2010	Each	1	1	$724.78	$ 724.78	1	$ 724.78			1	
Dicing Disc/Grid TBR-580-B1	Edward Don & Co.	11803972	10/29/2010	Each	1	1	$204.98	$ 204.98	1	$ 204.98			1	

EXHIBIT K
SMALLWARES INVENTORY

Dicing Disc/Grid TBR-580-B2	Edward Don & Co.	11803972	10/29/2010	Each	1	1	$204.97	$ 204.97	1	$ 204.97			1	
Tomato Slicer 55600-2	Edward Don & Co.	11803972	10/29/2010	Each	1	1	$180.62	$ 180.62	1	$ 180.62			1	
Fruit/Vegetable Wedger 55550-8	Edward Don & Co.	11803972	10/29/2010	Each	1	2	$92.96	$ 185.92	2	$ 92.96			2	
Blade Assembly, 8-section, fits Nemco E	Edward Don & Co.	11803972	10/29/2010	Each	1	2	$27.75	$ 55.50	2	$ 27.75			2	
Drip Trays Wilbur Curtis	Instawares, LLC	10065439	11/3/2010	Each	1	65	$13.02	$ 846.10	65	$ 13.02			108	
Merchandiser, Open VM18-1-W	Edward Don & Co.	11887280	11/23/2010	Each	1	1	$5,055.35	$ 5,055.35	1	$ 5,055.35			1	
Glass Polishing Machine GP8A	CPI	2010062	11/24/2010	Each	1	1	$3,350.00	$ 3,350.00	1	$ 3,350.00			1	
Serving Bowl, Metal Square Double Wall	Edward Don & Co.	11903222	11/30/2010	Each	1	96	$ 18.73	$ 1,797.72	96	$ 18.73			96	
Ladle, 2 oz. 9" long	Edward Don & Co.	11903222	11/30/2010	Each	1	144	$ 4.80	$ 690.65	144	$ 4.80			202	
Tub Cover Medium Black	Kule Design (on behalf of ADD)	13831	**12/6/2010**	Each	1	30	$19.50	$ 585.00	30	$ 19.50			30	
Tub Cover Small Lexan Black	Kule Design (on behalf of ADD)	13831	12/6/2010	Each	1	50	$14.50	$ 725.00	50	$ 14.50			50	
Cart, Hand, Upright, 4 Bins Mahagony (replacement for returned above)	Hubert	154110	12/7/2010	Each	1	2	$919.41	$ 1,838.82	2	$ 919.41			2	
Cart Casters 5"	Moli International	15531	12/21/2010	Each	1	10	$15.96	$ 159.64	10	$ 15.96			72	
Sign Holder Slimline Menu 8.5x11 (credit for return above)	**Hubert**	**40574**	**12/31/2010**	**Each**	**1**	**-15**	**-$52.32**	**$ (784.84)**	**-15**	**$ (52.32)**			0	
Cart, Hand, Upright, 4 Bins Mahagony (credit for returned above)	**Hubert**	**43147**	**12/31/2010**	**Each**	**-1**	**-2**	**-$910.15**	**$ (1,820.30)**	**-2**	**$ (910.15)**			0	
Tong, Salad Server, 8" SS	Hubert	215405	1/7/2011	Each	1	100	$ 7.27	$ 727.26	100	$ 7.27			26	
Pan, Cold Ltwght 30" x 24" x 8" h SS portable	Hubert	130228B2	1/10/2011	Each	1	2	$315.82	$ 631.64	2	$ 315.82			2	
Pineapple Stands	Custom Sheet Metal	110044	1/11/2011	Each	1	6	$206.49	$ 1,238.93	6	$ 206.49			6	
Pitcher, Bell Water, w/hammered SS	Hubert	111494B3	1/12/2011	Each	1	20	$19.11	$ 382.14	20	$ 19.11			0	
Cart, Wire, S/S Top 1.5 Post, 38x24, Chrome	Hubert	261994	2/10/2011	Each	1	2	$ 666.30	$ 1,332.59	2	$ 666.30			2	
Bowl w/Rim, Rect, Black, Med, Coated Alum	Hubert	261994	2/10/2011	Each	1	4	$ 47.99	$ 191.95	4	$ 47.99			0	
Kettle, Warmer, Black 7QT	Hubert	262017	2/16/2011	Each	1	2	$ 455.88	$ 911.75	2	$ 455.88			2	
Fryer, Counter, Electric, 14lb., 120V	Hubert	262015	2/16/2011	Each	1	3	$ 563.28	$ 1,689.83	3	$ 563.28			3	
Display Case, Giant Waffle Cone, Motorized Spinning Plexi	Gold Medal Products (on behalf of ADD)	546480	2/21/2011	Each	1	1	$ 160.94	$ 160.94	1	$ 160.94			1	
Small Milkshake Stand	Kule Design (on behalf of ADD)	13877	2/21/2011	Each	1	1	$966.67	$ 966.67	1	$ 966.67			1	
Large Milkshake Stand	Kule Design (on behalf of ADD)	13877	2/21/2011	Each	1	1	$1,266.67	$ 1,266.67	1	$ 1,266.67			1	
Large Rolling Daisy Stand	Kule Design (on behalf of ADD)	13877	2/21/2011	Each	1	1	$1,066.67	$ 1,066.67	1	$ 1,066.67			1	
Batter Dip Tank	Gold Medal Products (on behalf of ADD)	546480	2/21/2011	Each	1	2	$ 91.60	$ 183.20	2	$ 91.60			2	
Spandex Box Covers 35x35x33 Grass Print	Kule Design (on behalf of ADD)	13877	2/21/2011	Each	1	2	$100.00	$ 200.00	2	$ 100.00			2	
Giant Waffle Cone Baker, 8" Danish Grid, Electronic Contro	Gold Medal Products (on behalf of ADD)	546480	2/21/2011	Each	1	4	$ 553.64	$ 2,214.56	4	$ 553.64			4	
102" WHT Serpentine Table Cover	Kule Design (on behalf of ADD)	13882	2/21/2011	Each	1	4	$121.00	$ 484.00	4	$ 121.00			4	
White 6' 2-Tier Open Bar Cover	Kule Design (on behalf of ADD)	13882	2/21/2011	Each	1	4	$137.00	$ 548.00	4	$ 137.00			4	
Molly Cart Cover Black	Kule Design (on behalf of ADD)	13882	2/21/2011	Each	1	5	$64.00	$ 320.00	5	$ 64.00			5	
Single Arm Cash Register Stand Cover Black	Kule Design (on behalf of ADD)	13882	2/21/2011	Each	1	6	$59.00	$ 354.00	6	$ 59.00			6	

EXHIBIT K
SMALLWARES INVENTORY

Double Arm Cash Register Stand Cover Black	Kule Design (on behalf of ADD)	13882	2/21/2011	Each	1	6	$64.00	$ 384.00	6	$ 64.00			6	
Ice Cambro Cart Cover Black	Kule Design (on behalf of ADD)	13882	2/21/2011	Each	1	20	$52.00	$ 1,040.00	20	$ 52.00			20	
Cart for Pinto Pop	Gold Medal Products (on behalf of ADD)	546480	2/21/2011	Each	1	3	$ 426.94	$ 1,280.82	3	$ 426.94			0	
Antique Pinto Pop P/C Mach 120V 60CY	Gold Medal Products (on behalf of ADD)	546480	2/21/2011	Each	1	3	$ 896.64	$ 2,689.92	3	$ 896.64			0	
Pan, H Heat, Half Size, Black 12"x10"x2.5"	Hubert	274451	2/22/2011	Each	1	6	$ 37.04	$ 222.22	6	$ 37.04			6	
58x42x46 Wood Crate	Uline	36770136	2/25/2011	Each	1	1	$226.62	$ 226.62	1	$ 226.62			1	
Solid Hardwood Dolly 4" Caster	Uline	36770136	2/25/2011	Each	1	7	$57.62	$ 403.33	7	$ 57.62			7	
Planter, Wheat Grass, Large (returned, see next item)	**Hubert**	**111494B4**	**2/25/2011**	**Each**	**1**	**20**	**$34.95**	**$ 698.93**	**20**	**$ 34.95**			0	
Vacuum Packaging Machine	Edward Don & Co.	20429327	2/28/2011	Each	1	1	$ 2,561.07	$ 2,561.07	1	$ 2,561.07			1	
Blast Chiller Reach-In	Edward Don & Co.	20429327	2/28/2011	Each	1	1	$ 24,675.07	$ 24,675.07	1	$ 24,675.07			1	
Microwave, Light Duty, Dial Timer	Hubert	262016	2/28/2011	Each	1	2	$ 249.00	$ 498.00	2	$ 249.00			2	
Deli Case 48x29x50" HI 2 Door	Edward Don & Co.	20429327	2/28/2011	Each	1	4	$ 3,291.07	$ 13,164.28	4	$ 3,291.07			4	
Ratchet Lock GDM	Edward Don & Co.	20429327	2/28/2011	Each	1	4	$ 68.07	$ 272.28	4	$ 68.07			4	
Casters for A GDM49 (also for TRUTSID48-2)	Edward Don & Co.	20429327	2/28/2011	Each	1	4	$ 146.07	$ 584.28	4	$ 146.07			16	
Jar Glass Storage 2 Gal Clear 13" Tall	Hubert	285264	3/2/2011	Each	1	2	$ 24.39	$ 48.79	2	$ 24.39			2	
Merchandiser 5 Tier Nckl w/Baskets & Liners (part of kit 410834	Hubert	285290	3/2/2011	Each	1	2	$ 435.69	$ 871.39	2	$ 435.69			2	
Portable Countertop Covers in 14-guage S/S (as per cust drawings)	Custom Sheet Metal	110247	3/2/2011	Each	1	2	$281.25	$ 562.50	2	$ 281.25			2	
Pana., Half Size, Terracotta, 2" Deep	Hubert	274451B1	3/2/2011	Each	1	10	$ 53.06	$ 530.58	10	$ 53.06			10	
Pana., Half Size, White, 2" Deep	Hubert	274451B1	3/2/2011	Each	1	10	$ 53.06	$ 530.58	10	$ 53.06			10	
Spoon, Portion, S/S, Perf, 6oz. Blk.Hnd.Hub	Hubert	285264	3/2/2011	Each	1	12	$ 3.73	$ 44.80	12	$ 3.73			12	
Tray Woven Metal & Wood 12x18x2"H	Hubert	285290	3/2/2011	Each	1	13	$ 44.68	$ 580.88	13	$ 44.68			13	
Pan, Mod Fd Sqr, Large 9.75"sq x 3"h S/S	Hubert	285264	3/2/2011	Each	1	15	$ 51.39	$ 770.90	15	$ 51.39			15	
Pana., Half Size, Black, 2" Deep	Hubert	274451B1	3/2/2011	Each	1	20	$ 53.06	$ 1,061.15	20	$ 53.06			20	
Basket Feature Wovn Mtl&Wood 21x10x2.5"	Hubert	285290	3/2/2011	Each	1	20	$115.69	$ 2,313.86	20	$ 115.69			20	
Tray, Hinged Leg Mesh 12.5x20x.75" to 3"H (part of kit 410834)	Hubert	285290	3/2/2011	Each	1	34	$ 28.19	$ 958.56	34	$ 28.19			32	
Tray, Black 17.75x25.5x1 Fiberglass	Hubert	285119	3/2/2011	Each	1	24	$ 21.39	$ 513.31	24	$ 21.39			0	
Jar, Plastic Barrel, 14" H	Hubert	285264	3/2/2011	Each	1	2	$ 10.21	$ 20.43	2	$ 10.21			0	
Carafe, Half & Half, 32 oz. S/S	Hubert	285264	3/2/2011	Each	1	30	$ 46.39	$ 1,391.81	30	$ 46.39			0	
Vase, PETG, Round, 16"H	Hubert	285264	3/2/2011	Each	1	6	$ 34.39	$ 206.36	6	$ 34.39			0	
Vase, PETG, Square, 16"H	Hubert	285264	3/2/2011	Each	1	6	$ 25.39	$ 152.36	6	$ 25.39			0	
Stand, Rustic, 3-Boxed	Hubert	285264	3/2/2011	Each	1	1	$ 46.39	$ 46.39	1	$ 46.39			0	
Custom Cutout Children Graphics	Freeman	269817-G0(	3/3/2011	Each	1	6	$ 150.00	$ 900.00	6	$ 150.00			6	
Rack, 4-Tier BSK Mobile, Espresso	Hubert	285272	3/3/2011	Each	1	6	$ 124.98	$ 749.89	6	$ 124.98			6	
Clip, Strip Hub., 15-hook 39"L, Steel Pai	Hubert	285272	3/3/2011	Each	1	12	$ 19.40	$ 232.82	12	$ 19.40			8	
Custom 5'x3'x4' Wooden Crate	Freeman	269817-G0(	3/3/2011	Each	1	16	$ 575.00	$ 9,200.00	16	$ 575.00			16	

EXHIBIT K
SMALLWARES INVENTORY

Tray, Hinged Leg Mesh 12.5x20x.75" to 3"H (part of kit 410834)	Hubert	285290B1	3/3/2011	Each	1	22	$27.54	$ 605.92	22	$ 27.54			21	
Signholder, Clip On, Small, 12/Bag	Hubert	285272	3/3/2011	Bag	12	6	$ 11.37	$ 68.23	72	$ 0.95			60	
Holder, Clip-on w/1.25"H Rod, 3"H, 6/Bag	Hubert	285272	3/3/2011	Each	6	10	$ 16.37	$ 163.72	60	$ 2.73			60	
Signholder, Fold N Hold/For Wire 250/BG	Hubert	285272	3/3/2011	Bag	250	1	$ 42.17	$ 42.17	250	$ 0.17			150	
Tilt Top Deli Bunk	Hubert	285289	3/7/2011	Each	1	2	$289.01	$ 578.02	2	$ 289.01			2	
55Gal Closed Top Natural Plastic	Uline	36933370	3/8/2011	Each	1	4	$77.24	$ 308.95	4	$ 77.24			4	
Tray Woven Metal & Wood 12x18x2"H	Hubert	285290B2	3/9/2011	Each	1	1	$44.53	$ 44.53	1	$ 44.53			1	
Merchandiser, 3 Basket Mobile Black	Hubert	285288	3/9/2011	Each	1	2	$ 236.89	$ 473.77	2	$ 236.89			2	
Stand, Rustic, 3-Boxed	Hubert	285264B1	3/11/2011	Each	1	1	$51.83	$ 51.83	1	$ 51.83			1	
Merchandiser 5 Tier Nckl w/Baskets & Liners (part of kit 410834	Hubert	285301	3/11/2011	Each	1	2	$452.06	$ 904.12	2	$ 452.06			2	
Tray, Hinged Leg Mesh 12.5x20x.75" to 3"H (part of kit 410834)	Hubert	285290B3	3/11/2011	Each	1	14	$25.71	$ 359.94	14	$ 25.71			14	
Tray, Hinged Leg Mesh 12.5x20x.75" to 3"H (part of kit 410834)	Hubert	285290B3	3/11/2011	Each	1	14	$25.71	$ 359.94	14	$ 25.71			14	
Stand, Rustic, 3-Boxed	Hubert	285264B2	3/16/2011	Each	1	1	$51.83	$ 51.83	1	$ 51.83			1	
Cooker, Rice 30-cup s/s 120v	Hubert	285119B1	3/16/2011	Each	1	2	$ 469.43	$ 938.86	2	$ 469.43			2	
Planter, Wheat Grass, Large (credit for returned above)	**Hubert**	**51881**	**3/16/2011**	**Each**	**-1**	**-20**	**-$34.95**	**$ (698.93)**	**-20**	**$ (34.95)**			0	
Tile, Single, Grey, 4 Rect Opn, Coated Alum	Hubert	261994B1	3/21/2011	Each	1	2	$160.28	$ 320.56	2	$ 160.28			2	
Bowl w/Rim, Rect, Black, Med, Coated Alum	Hubert	261994B2	3/22/2011	Each	1	8	$44.47	$ 355.76	8	$ 44.47			8	
Fitted Table Cover Set 8ft x 30in x 30in Black	Snap Drape (on behalf of ADD)	304961	7/27/2011	Each	1	36	$84.38	$ 3,037.54	36	$ 84.38			0	
66in RND (126in) W/Seam Flat Panel Fitted Wyndham	Snap Drape (on behalf of ADD)	304961	7/27/2011	Each	1	12	$89.62	$ 1,075.39	12	$ 89.62			0	

$ 1,795,196.84 $ 1,497,651.30

EXHIBIT K
SMALLWARES INVENTORY

Inventory Value 2011
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$ 7,500.00
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EXHIBIT K
SMALLWARES INVENTORY

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$	1,715.00
$	840.00
$	4,900.00
$	274.75
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$	509.60
$	235.26
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$	1,760.00
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$	4,704.00
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EXHIBIT K
SMALLWARES INVENTORY

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$	1,960.00
$	1,078.00
$	1,470.00
$	7,728.00
$	42.93
$	1,080.00
$	27,846.00
$	5,524.31
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$	3,920.00
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EXHIBIT K
SMALLWARES INVENTORY

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$	6,500.00
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$	1,300.00
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$	40.95
$	40.95
$	155.37
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EXHIBIT K
SMALLWARES INVENTORY

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$	79.20
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EXHIBIT K
SMALLWARES INVENTORY

$	4,478.00
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$	134.38
$	10,587.50
$	2,318.75
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$	78.02
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$	103.92
$	128.85
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SMALLWARES INVENTORY

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$	4,095.00
$	1,575.00
$	1,189.08
$	105.00
$	375.00
$	4,925.00
$	7,190.00
$	4,925.00
$	816.00
$	1,665.00
$	1,264.00
$	564.00
$	2,290.00
$	3,036.00
$	2,716.00
$	690.00
$	3,692.00
$	11,877.00
$	2,844.00
$	1,968.00
$	2,400.00
$	63.20
$	36,400.00
$	540.00
$	473.60
$	600.00
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EXHIBIT K
SMALLWARES INVENTORY

$	585.00
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$	1,550.00
$	196.52
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$	190.08
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$	375.00
$	447.08
$	502.14
$	175.22
$	107.84
$	15.50
$	794.66
$	530.32
$	496.76
$	450.00
$	774.68
$	30.06
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EXHIBIT K
SMALLWARES INVENTORY

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$	196.00
$	1,250.00
$	12.90
$	29.40
$	462.00
$	732.00
$	57.00
$	2,716.00
$	135.00
$	178.80
$	52.80
$	95.40
$	544.00
$	1,488.00

EXHIBIT K
SMALLWARES INVENTORY

$	16.67
$	3,140.00
$	3,140.00
$	85.00
$	44.50
$	11,270.00
$	44.55
$	126.00
$	456.00
$	66.60
$	42.00
$	4,690.00
$	7,506.00
$	173.25
$	218.90
$	172.50
$	338.40
$	252.00
$	78.00
$	70.80
$	9,660.00
$	32,810.00
$	12,560.00
$	141.60
$	3,483.00
$	1,125.00
$	731.00
$	663.60
$	2,088.00
$	2,088.00
$	2,472.00
$	1,124.00
$	56,248.00
$	2,524.50
$	10,216.50
$	26,400.00
$	5,781.00
$	4,301.40
$	4,002.00
$	3,585.00
$	1,368.00
$	7,469.25

EXHIBIT K
SMALLWARES INVENTORY

$	2,203.40
$	2,369.65
$	913.68
$	1,186.64
$	1,087.63
$	2,028.95
$	5,941.60
$	11,882.00
$	18,999.50
$	5,856.00
$	6,682.50
$	18,460.00
$	11,437.45
$	381.00
$	399.00
$	58.00
$	816.00
$	1,900.00
$	522.00
$	402.00
$	780.00
$	78.75
$	-
$	-
$	-
$	19.50
$	20.50
$	15.00
$	-
$	22.50
$	75.00
$	11.96
$	23.92
$	6.83
$	110.00
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$	36.72
$	62.50

EXHIBIT K
SMALLWARES INVENTORY

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$	95.76
$	148.00
$	646.00
$	1,050.00
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$	1,295.00
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$	4,714.40
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$	50.94
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$	6.75
$	8,988.00
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EXHIBIT K
SMALLWARES INVENTORY

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$	279.95
$	857.61
$	625.50
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$	133.00
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$	763.00
$	-
$	-
$	227.50
$	-
$	1,800.00
$	555.42
$	-
$	-
$	998.40
$	80.15
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EXHIBIT K
SMALLWARES INVENTORY

$	373.00
$	360.55
$	-
$	1,575.20
$	589.00
$	1,566.00
$	2,090.40
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$	1,705.00
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$	3,597.00
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EXHIBIT K
SMALLWARES INVENTORY

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$	-
$	49,958.00
$	20.00
$	250.00
$	120.00
$	480.00
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$	-
$	100.00
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$	3,439.70
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$	-
$	1,715.56
$	168.00
$	468.10
$	44.55
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$	225.00
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$	815.00
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$	-
$	19.90
$	3,074.63

EXHIBIT K
SMALLWARES INVENTORY

$	21,183.59
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$	236.00
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$	31.28
$	534.00
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$	180.00
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EXHIBIT K
SMALLWARES INVENTORY

$	100.00
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$	-
$	87.00
$	1,189.00
$	1,192.50
$	418.00
$	-
$	-
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$	-
$	-
$	-
$	17.97
$	78.36
$	647.74
$	1,849.86
$	-
$	997.83
$	-
$	-
$	19.99
$	-
$	-
$	32.99
$	-
$	18.00
$	18.00
$	837.50
$	281.50
$	162.52
$	-
$	89.85
$	-
$	-
$	-
$	-
$	541.00
$	138.75
$	-

EXHIBIT K
SMALLWARES INVENTORY

$	-
$	-
$	1,840.00
$	10,044.00
$	-
$	133.00
$	-
$	9,800.50
$	1,400.00
$	2,800.00
$	-
$	1,080.00
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$	-
$	-
$	105.00
$	119.96
$	2,095.80
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$	-
$	31.92
$	43.92
$	107.64
$	3,231.50

EXHIBIT K
SMALLWARES INVENTORY

$	279.80
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$	1,077.50
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$	1,354.50
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$	-
$	281.96
$	1,484.00
$	720.50
$	454.05
$	596.16
$	1,312.14
$	3,155.52
$	-
$	-
$	416.00
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$	-
$	280.00
$	-
$	-
$	-
$	265.00
$	1,045.00
$	-
$	-
$	-
$	8,797.25
$	581.08
$	14,129.28
$	2,009.58

EXHIBIT K
SMALLWARES INVENTORY

$	867.67
$	2,096.18
$	-
$	-
$	-
$	62.88
$	-
$	119.80
$	324.75
$	244.65
$	1,012.60
$	1,038.20
$	-
$	-
$	105.00
$	238.00
$	210.00
$	165.00
$	1,056.00
$	1,194.00
$	1,400.00
$	2,940.00
$	3,000.00
$	-
$	-
$	-
$	463.60
$	299.44
$	1,530.00
$	1,303.86
$	1,470.00
$	6,984.00
$	134.00
$	-

EXHIBIT K
SMALLWARES INVENTORY

$	-
$	187.50
$	598.00
$	99.98
$	62.91
$	-
$	213.75
$	11,373.00
$	563.00
$	-
$	906.18
$	1,833.30
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$	9.99
$	35.07
$	161.97

EXHIBIT K
SMALLWARES INVENTORY

$	69.93
$	139.86
$	41.86
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$	-
$	6,953.85
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$	1,049.99
$	98.10
$	190.80
$	190.80
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$	178.85

EXHIBIT K
SMALLWARES INVENTORY

$	273.40
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$	389.60
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$	-
$	173.88
$	321.35
$	321.35
$	336.78
$	273.15
$	157.73
$	165.38
$	157.73
$	392.87
$	-
$	-
$	-
$	340.00
$	472.50
$	900.00
$	-
$	2,880.00
$	195.00
$	195.00
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EXHIBIT K
SMALLWARES INVENTORY

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$	22.49
$	11.24
$	18.74
$	29.98
$	67.47
$	67.47
$	76.00
$	273.08
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EXHIBIT K
SMALLWARES INVENTORY

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$	80.91
$	249.90
$	1,567.68
$	587.58
$	2,413.85
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$	-
$	16.90
$	195.00
$	93.54
$	1,568.00
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$	134.95
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EXHIBIT K
SMALLWARES INVENTORY

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$	-
$	284.00
$	109.24
$	285.60
$	-
$	3,775.50
$	3,943.30
$	2,312.64
$	-
$	59.98
$	-
$	-
$	-
$	-
$	1,217.16
$	5,898.96
$	5,286.34
$	4,384.13
$	-
$	-
$	540.60
$	1,680.00
$	2,667.00
$	6,396.11
$	214.20
$	974.08
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EXHIBIT K
SMALLWARES INVENTORY

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$	-
$	447.00
$	124.95
$	35.00
$	70.00
$	68.34
$	-
$	-
$	-
$	183.89
$	310.96
$	885.04
$	1,660.50
$	12,008.04

EXHIBIT K
SMALLWARES INVENTORY

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$	-
$	-
$	319.92
$	-
$	-
$	-
$	-
$	-
$	-
$	-
$	116.00
$	175.00
$	100.00
$	225.00
$	150.00
$	500.00
$	-
$	-
$	24.98
$	24.98

EXHIBIT K
SMALLWARES INVENTORY

$	177.12
$	867.30
$	516.84
$	-
$	-
$	78.84
$	259.96
$	3,000.00
$	4,000.00
$	875.00
$	900.00
$	6,195.00
$	3,619.00
$	-
$	-
$	-
$	395.20
$	-
$	-
$	-
$	-
$	-
$	-
$	-
$	-
$	14,820.00
$	105.96
$	1,738.20
$	950.50
$	1,552.75
$	-
$	-
$	-
$	1,225.15
$	107.50
$	-
$	-
$	18,000.00

EXHIBIT K
SMALLWARES INVENTORY

$	61.68
$	-
$	-
$	428.40
$	-
$	-
$	-
$	-
$	71.90
$	12.90
$	-
$	-
$	421.50
$	96.75
$	755.17
$	-
$	893.00
$	-
$	-
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$	-
$	-
$	-
$	449.85
$	79.60
$	2,657.34
$	-
$	-

EXHIBIT K
SMALLWARES INVENTORY

$	-
$	-
$	-
$	-
$	-
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$	-
$	-
$	2,472.00
$	-
$	7,800.00
$	-
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$	-
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$	-
$	185.00
$	-
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$	1,540.00
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$	14.95
$	-
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EXHIBIT K
SMALLWARES INVENTORY

$	2,757.96
$	0.07
$	1,770.02
$	3,374.60
$	4,045.76
$	405.60
$	2,622.60
$	-
$	-
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$	-
$	-
$	-
$	7.99
$	5.99
$	5.99
$	11.98

EXHIBIT K
SMALLWARES INVENTORY

$	47.92
$	-
$	-
$	-
$	-
$	-
$	689.16
$	-
$	-
$	-
$	38.60
$	115.80
$	185.00
$	1,147.69
$	4,350.00
$	3,279.89
$	294.50
$	6,956.00
$	-
$	-
$	391.50
$	1,125.00
$	2,562.00
$	74.95
$	-
$	-
$	-
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$	-
$	-
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$	-
$	-
$	-
$	14.99
$	21.92
$	-

$	27.92
$	10.39
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$	-
$	129.99
$	38,983.09
$	-
$	-

EXHIBIT K
SMALLWARES INVENTORY

$	-
$	-
$	-
$	-
$	400.00
$	555.00
$	-
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$	-
$	-
$	-
$	-
$	318.60
$	22.50
$	-
$	41.28
$	11,475.00
$	41.28
$	238.96
$	-
$	40.92
$	153.45
$	409.20
$	94.32
$	-
$	-
$	5.90
$	2,309.70
$	86.94
$	47.22
$	8,510.40
$	-
$	373.34

EXHIBIT K
SMALLWARES INVENTORY

$	520.08
$	-
$	-
$	-
$	-
$	-
$	-
$	-
$	-
$	117.96
$	178.94
$	-
$	1,640.00
$	1.20
$	7.20
$	7.21
$	323.00
$	165.00
$	159.00
$	159.00
$	55.80
$	44.00
$	13.00
$	231.96
$	74.98
$	24.98
$	1,999.00
$	3,690.00
$	4,785.00
$	-
$	-
$	-
$	-
$	-
$	-
$	12.71
$	14.41
$	28.86
$	63.63
$	76.38
$	101.88
$	546.00
$	-
$	-

EXHIBIT K
SMALLWARES INVENTORY

$	-
$	-
$	127.67
$	2,544.72
$	1,461.20
$	462.60
$	1,067.04
$	3,009.60
$	-
$	4,920.00
$	211.58
$	7,625.53
$	3,480.17
$	7,129.42
$	12,311.85
$	-
$	-
$	-
$	1,026.00
$	578.00
$	722.50
$	3,876.00
$	5,780.00
$	-
$	41.32
$	24.96
$	40.62
$	-
$	-
$	-
$	-
$	263.52
$	-
$	-
$	988.18
$	9,316.92
$	6,176.58
$	17,330.50
$	31,539.38
$	-
$	5.90
$	340.00

EXHIBIT K
SMALLWARES INVENTORY

$	-
$	-
$	2,700.00
$	936.00
$	414.00
$	220.00
$	11,700.00
$	1,389.07
$	-
$	20.92
$	19.70
$	45.90
$	-
$	-
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EXHIBIT K
SMALLWARES INVENTORY

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$	-
$	16.99
$	12.99
$	12.99
$	49.98
$	99.98
$	29.98
$	29.98
$	11.96
$	159.96
$	279.96
$	239.96
$	101.94
$	47.92
$	21.89
$	129.87
$	74.85
$	311.76
$	143.76
$	-
$	108.80
$	-
$	-
$	-
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$	-

EXHIBIT K
SMALLWARES INVENTORY

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$	-
$	-
$	-
$	9.99
$	7.99
$	7.99
$	7.99
$	9.99
$	12.99
$	12.99
$	12.99

EXHIBIT K
SMALLWARES INVENTORY

$	0.99
$	0.99
$	0.99
$	0.99
$	0.99
$	0.99
$	0.99
$	30.00
$	-
$	-
$	-
$	16.24
$	-
$	21.60
$	-
$	-
$	-
$	-
$	-
$	12.98
$	248.50
$	13,836.57
$	1,204.00
$	98.40
$	-
$	-
$	144.66
$	472.32
$	-
$	-
$	-
$	326.04
$	455.49

EXHIBIT K
SMALLWARES INVENTORY

$	-
$	-
$	227.45
$	943.68
$	374.64
$	3,692.88
$	-
$	258.20
$	9,047.10
$	676.94
$	-
$	-
$	414.00
$	-
$	-
$	-
$	-
$	-
$	-
$	101.88
$	359.94
$	1,242.00
$	-
$	-
$	-
$	-
$	84.00
$	-
$	0.99
$	0.99
$	0.99
$	0.99
$	14.99
$	14.99
$	9.99
$	9.99

EXHIBIT K
SMALLWARES INVENTORY

$	9.99
$	3.96
$	119.92
$	79.92
$	-
$	374.75
$	1,106.60
$	-
$	-
$	-
$	206.96
$	-
$	-
$	3.33
$	-
$	-
$	-
$	-
$	-
$	0.71
$	2.98
$	3.95
$	13.95
$	4.98
$	17.85
$	-
$	-
$	-
$	-
$	11.24
$	29.99
$	2.40
$	81.17
$	4.18
$	4.18
$	4.18

EXHIBIT K
SMALLWARES INVENTORY

$	11.68
$	12.12
$	127.08
$	615.36
$	508.32
$	174.68
$	287.00
$	-
$	60.64
$	120.78
$	-
$	2,527.80
$	166.00
$	9,029.88
$	192.66
$	-
$	-
$	540.00
$	-
$	781.65
$	2,385.06
$	299.00
$	130.40
$	-
$	-
$	-
$	2,467.50
$	-
$	-
$	-
$	-
$	-
$	-
$	-
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$	-
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$	-
$	-
$	-
$	-

EXHIBIT K
SMALLWARES INVENTORY

$ -
$ -
$ -
$ 19.99
$ 24.99
$ 59.99
$ 49.99
$ 59.99
$ 15.00
$ 19.99
$ 11.25
$ 18.75
$ 22.50
$ 19.99
$ 29.99
$ 39.99
$ 14.99
$ 29.98
$ 40.00
$ 39.98
$ 7.48
$ 39.98
$ 40.00
$ 39.98

EXHIBIT K
SMALLWARES INVENTORY

$	29.98
$	39.98
$	29.98
$	44.97
$	160.00
$	90.00
$	90.00
$	164.89
$	63.84
$	485.70
$	483.00
$	855.00
$	-
$	-
$	-
$	-
$	-
$	-
$	-
$	-
$	-
$	169.00
$	9,540.00
$	-
$	-
$	1,395.00
$	3,200.00
$	837.00
$	7,040.00
$	1,600.00

EXHIBIT K
SMALLWARES INVENTORY

$	6,100.78
$	246.00
$	170.13
$	223.93
$	131.12
$	561.20
$	-
$	-
$	-
$	-
$	7,800.00
$	-
$	-
$	1,950.00
$	-
$	-
$	87.30
$	247.66
$	781.46
$	958.10
$	-
$	-
$	-
$	1,885.00
$	5,891.40
$	175.50
$	15,824.00
$	-
$	-
$	-
$	404.10
$	29.99
$	39.98
$	35.98
$	89.97
$	27.96

EXHIBIT K
SMALLWARES INVENTORY

$	2,220.00
$	179.94
$	899.91
$	85.40
$	90.87
$	314.55
$	30,923.85
$	66.68
$	7,679.70
$	3,570.00
$	9.20
$	68.68
$	84.84
$	-
$	632.70
$	144.68
$	775.95
$	109.36
$	-
$	1,384.65
$	1,987.02
$	4,077.00
$	144.68
$	5,833.60
$	-
$	-
$	-
$	10,465.00
$	2,278.00
$	1,222.50
$	11,097.60
$	-
$	-

EXHIBIT K
SMALLWARES INVENTORY

$	-
$	-
$	1,190.00
$	1,850.00
$	255.00
$	280.00
$	2,160.00
$	2,461.60
$	1,422.00
$	3,319.20
$	1,593.00
$	139.96
$	237.60
$	99.00
$	5.98
$	40.00
$	20.00
$	6.76
$	372.40
$	938.00
$	-
$	-
$	-
$	-
$	-
$	-
$	-
$	-
$	-
$	-
$	22.99

EXHIBIT K
SMALLWARES INVENTORY

$	18.99
$	12.99
$	1.99
$	9.99
$	8.99
$	17.98
$	25.98
$	79.98
$	17.98
$	44.97
$	79.96
$	39.96
$	41.93
$	-
$	175.83
$	71.40
$	109.76
$	-
$	-
$	-
$	-
$	-
$	14.95
$	9.95
$	60.00
$	-
$	-
$	-
$	205.20

EXHIBIT K
SMALLWARES INVENTORY

$	99.95
$	139.93
$	-
$	-
$	-
$	-
$	-
$	-
$	-
$	-
$	-
$	-
$	-
$	-
$	-
$	-
$	-
$	-
$	1,150.00
$	1,620.91
$	35.88
$	-
$	-
$	-
$	1.28
$	599.85
$	31.56
$	15.92
$	126.00
$	239.92
$	32.44
$	-
$	-
$	-
$	-
$	96.32
$	44.20
$	47.20
$	355.00
$	99.99

EXHIBIT K
SMALLWARES INVENTORY

$	99.98
$	7,260.00
$	139.30
$	104.30
$	525.00
$	567.00
$	1,208.70
$	2,974.50
$	-
$	497.14
$	1,441.35
$	5,593.68
$	2,925.80
$	2,065.80
$	6,074.40
$	2,019.39
$	5,640.72
$	291.01
$	-
$	4.99
$	2.47
$	59.96
$	97.50
$	89.70
$	23.94
$	199.80
$	191.88
$	86.71
$	-
$	125.31
$	3.49

EXHIBIT K
SMALLWARES INVENTORY

$	14.99
$	14.99
$	79.99
$	49.98
$	36.36
$	10.68
$	8.97
$	149.97
$	159.96
$	15.96
$	59.96
$	39.95
$	149.95
$	29.94
$	139.93
$	59.88
$	59.88
$	83.86
$	29.99
$	9.99
$	19.99
$	7.49
$	7.49
$	29.99
$	29.99
$	29.99
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$	29.99

EXHIBIT K
SMALLWARES INVENTORY

$	19.99
$	7.99
$	14.99
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$	14.99
$	19.99
$	29.99
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$	79.99
$	59.99
$	39.99
$	39.99
$	39.99
$	39.99
$	39.99
$	39.99
$	59.99
$	22.61
$	22.61
$	22.61
$	22.61
$	22.61
$	88.31
$	43.09
$	43.09
$	43.09

EXHIBIT K
SMALLWARES INVENTORY

$	43.09
$	43.09
$	57.81
$	57.81
$	57.81
$	57.81
$	57.81
$	57.81
$	51.57
$	51.12
$	87.30
$	348.40
$	510.46
$	172.20
$	-
$	-
$	-
$	-
$	-
$	-
$	2,020.03
$	2,470.89
$	97.49
$	28.12
$	600.26
$	41.52
$	766.80
$	-
$	-
$	809.85
$	-
$	8,257.27
$	-
$	-
$	-
$	26.39
$	312.19
$	324.20
$	724.78
$	204.98

EXHIBIT K
SMALLWARES INVENTORY

$	204.97
$	180.62
$	185.92
$	55.50
$	1,405.83
$	5,055.35
$	3,350.00
$	1,797.72
$	968.83
$	585.00
$	725.00
$	1,838.82
$	1,149.41
$	-
$	-
$	189.09
$	631.64
$	1,238.93
$	-
$	1,332.59
$	-
$	911.75
$	1,689.83
$	160.94
$	966.67
$	1,266.67
$	1,066.67
$	183.20
$	200.00
$	2,214.56
$	484.00
$	548.00
$	320.00
$	354.00

EXHIBIT K
SMALLWARES INVENTORY

$	384.00
$	1,040.00
$	-
$	-
$	222.22
$	226.62
$	403.33
$	-
$	2,561.07
$	24,675.07
$	498.00
$	13,164.28
$	272.28
$	2,337.13
$	48.79
$	871.39
$	562.50
$	530.58
$	530.58
$	44.80
$	580.88
$	770.90
$	1,061.15
$	2,313.86
$	902.18
$	-
$	-
$	-
$	-
$	-
$	-
$	900.00
$	749.89
$	155.21
$	9,200.00

EXHIBIT K
SMALLWARES INVENTORY

$	578.38
$	56.86
$	163.72
$	25.30
$	578.02
$	308.95
$	44.53
$	473.77
$	51.83
$	904.12
$	359.94
$	359.94
$	51.83
$	938.86
$	-
$	320.56
$	355.76
$	-
$	-
$	-

$ 1,612,278.99

ADDENDUM
REQUEST FOR PROPOSAL (RFP)
CATERING AND CONCESSION SERVICES
CITY OF AUSTIN, TEXAS

RFP: PAX0105 **Addendum No: 1** **Date of Addendum:** November 9, 2011

This addendum is incorporating the following questions and answers as well as a change to the Authorized Contact Person to the above-referenced RFP.

1.0 **CHANGE TO THE AUTHORIZED CONTACT PERSON**.

Effective immediately, the Authorized Contact Person for the above-referenced RFP will change from Sai Xoomsai to Sharon Patterson. Please direct all future contact regarding this solicitation or potential contract information to Sharon Patterson.

Sharon Patterson, Senior Buyer
Email: Sharon.Patterson@austintexas.gov
Telephone: (512) 972-4014
Fax: (512) 972-4015

The No-Contact period for this solicitation remains in effect until a) a contract is awarded, negotiated and executed, or b) the City withdraws the solicitation, or c) the City rejects all responses with a stated intention to reissue the same or similar solicitation, or d) 60 days after the date the City withdraws the solicitation or all responses are rejected without the reissue of a solicitation.

The following questions were posed by one or more Vendors in writing or at the pre-proposal meeting held on October 28, 2011

2.0 (Q) What is the per capita revenue by event type?

(A) Exhibit F, of the RFP provides the per cap data for the ACC and PEC for years 2009, and 2010 based on historic sales and attendance. The per cap is the total sales divided by the total attendance. Pursuant to section 5.4., item 5.4.2 of the Request for Proposal (0500) and section G, item (1) of the Proposal Preparation Instructions (0600), all proposers are required to submit requested data for three similar centers in which they currently operate.

3.0 (Q) What is the average dollars per square foot by event type?

(A) This information is currently not available for the ACCD. Pursuant to section 5.4, item 5.4.2 of the Request for Proposal (0500) and section G, item (1) of the Proposal Preparation Instructions (0600), all proposers are required to submit requested data for three similar centers in which they currently operate.

4.0 (Q) Section 0500, item 5.4.1 stated that the Proposer's firm is required to submit financial reports for the preceding five years. However, Section 0600, item G.2 stated three years requirement. What is the correct number of years?

(A) Proposers are required to submit financial reports for the preceding 3 years.

5.0 (Q) Do all five (5) references have to be from a Convention Center?

(A) Pursuant to Request for Proposal (0500) section 5.2, item 5.2.1, three of the five references should be specific to convention center operations outside the Austin metropolitan area.

6.0 (Q) Can the City provide the current management-fee cost structure?

(A) The current fee structure is based on a periodic fixed fee of $39,722.00 per accounting month.

7.0 (Q) Under Section III - Compliance Plan Summary, how does the City define "Total Base Bid"? Is it based on cost, expenses, revenue generated, or what is it?

(A) The percentage of operational procurements or future capital investment obtained from M/WBEs and non-M/WBEs are based on the total expenditures for all non-fixed operation expenses and cost of goods.

8.0 (Q) Can the City provide the last 12 months of the current contractor MBE/WBE compliance results?

(A) Attached are the sub-contractor MBE/WBE usage summary reports for fiscal years 2008-2009, 2009-2010, and 2010-2011 for the Austin Convention Center and Palmer Event Center. Reference the PDF file labeled "Addendum 1_Attachment 1".

9.0 (Q) How does the City determine MBE/WBE percentage? Is the percentage based on revenues, expenses, or profits?

(A) Goals for MBE, WBE and DBE participation differ from contract to contract, and are based on the type of contract, the availability of MBEs, WBEs & DBEs to perform the functions of the contract, and other factors. The percentage of operational procurements or future capital investment obtained from M/WBEs and non-M/WBEs are based on the total expenditures for all non-fixed operation expenses and cost of goods. For further clarity on this question please contact Raymond Young (DSMBR) at 974-9183.

10.0 (Q) Can the City provide Aramark's (the current Contractor) current healthcare benefit plan?

(A) This information is not available. The City of Austin does not dictate who funds the plan, but Health benefits have to be offered to the employees. Reference Item 7 of Section 0400, Supplemental Purchase Provisions.

11.0 (Q) Will the cost of healthcare be included as an allowable expense under "Operating Expenses"

(A) Yes.

12.0 (Q) Under allowable expenses, is depreciation of any equipment investment an allowable expense? Is this the same cost structure as now?

(A) Under the current agreement, depreciation of the equipment investment is an allowable operating expense.

13.0 (Q) What information is used to evaluate/calculate the Productivity Reward of the current contract? Can the City provide copies of the Productivity Reward for the past 2-3 years?

(A) The current Contractor's eligibility for a Productivity Reward disbursement is based on customer survey responses about Center services delivered for the Accounting Year. Attached are copies of the Productivity Award for the past two years. Reference the PDF file labeled "Addendum 1_Attachment 1".

14.0 (Q) Can a report, detailing the expense portion of the published P&L's, be sent out to identify all the allowable expenses?

(A) Reports are attached. Reference the PDF file labeled "Addendum 1_Attachment 1".

15.0 (Q) How many concession stands does the Austin Convention Center have?

(A) Four permanent stands with six serviceable areas.

16.0 (Q) What is the current Service Charge on Food and Beverage?

(A) 20%

17.0 (Q) What portion of the Service Charge is paid out to the staff and to which staff?

(A) None of the service charge is paid out to staff.

18.0 (Q) Are there any additional charges to the Food and Beverage Department other than what has been shown on the Financial Statements such as Utility Charges, etc.?

(A) The current statement of operations outlines current categories that are allowable expenses, but the City of Austin reserves the right to change and or modify any additional charges to the catering and concessions operation.

19.0 (Q) Is there a distinction between the information required to be submitted in the Marking and Sales Approach section of the RFP described in 5.5.1, 5.5.2, 5.5.4 and the content requirements described in 5.5.7, 5.5.8, 5.5.9 and 5.5.10 of the Section 0500 Scope of Work ? These two sections appear to be asking for the same information. If there is a distinction between the information required, will you please be more specific as to what each section requires?

(A) There is no distinction between this information. Proposers should incorporate the information of 5.5.8 as part of the response to 5.5.1, 5.5.10 as part of the response to 5.5.2, and 5.5.7 as part of the response to 5.5.4. Item 5.5.9 allows the Proposer to propose a creative solution in their proposal for Sales and Marketing.

20.0 (Q) Will you consider extending the due date until December 14?

(A) Currently, there are no plans to extend the due date of the Proposals. The PROPOSAL CLOSING TIME AND DATE is 3:00 p.m. (CST) November 30, 2011.

21.0 (Q) Item 5.2.1 requires three references be specific to convention center operations outside of the Austin metropolitan area. Will we be disqualified if we do not operate three convention centers?

(A) Pursuant to section 5.0 of the Request for Proposal (0500) all proposers are required to submit required submittals for all requirements outlined in the RFP. Failure to submit the data for any sections could result in the proposal being deemed unresponsive.

22.0 (Q) Related item 5.4.1, will we be disqualified if we do not have financial reports from and independent CPA?

(A) Pursuant to section 5.0 of the Request for Proposal (0500) all proposers are required to submit required submittals for all requirements outlined in the documents. Failure to submit the data for any sections could result in the proposal being deemed unresponsive.

23.0 (Q) Can a detail report of the expense portion of the published P&Ls be sent out to identify all the allowable expenses?

(A) The reports are attached to this Addendum 1. Reference the PDF file labeled "Addendum 1_Attachment 1".

24.0 (Q) Can the monthly MBE/WBE compliance forms be sent out to see how this process is currently being executed?

(A) Reports are attached and included in Addendum 1. Reference the PDF file labeled "Addendum 1_Attachment 1".

25.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY: Sharon Patterson 11/9/11

Sharon Patterson, Senior Buyer
Purchasing Office

Date

ACKNOWLEDGED BY:

Vendor Name	Authorized Signature	Date

RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your bid. Failure to do so may constitute grounds for rejection of your offer.

AUSTIN CONVENTION CENTER
STATEMENT OF OPERATIONS
FOR THE PERIOD ENDED SEPTEMBER 30, 2009

	CURRENT MONTH ACTUAL	CURRENT MONTH BUDGET	VARIANCE FAV/ (NONFAV)	YTD ACTUAL	YTD BUDGET	VARIANCE FAV/ (NONFAV)
REVENUE		0			0	
COST OF SALES	66,615	0	(66,615)	1,304,311	0	(1,304,311)
PAYROLL						
SALARY & WAGES	137,817	0	(137,817)	1,722,343	0	(1,722,343)
PAYROLL TAXES	12,225	0	(12,225)	173,557	0	(173,557)
TAXES ON BONUS		0	0	0	0	0
WORKERS COMP	9,535	0	(9,535)	79,576	0	(79,576)
GROUP INSURANCE	14,597	0	(14,597)	135,403	0	(135,403)
401K BENEFITS	2,338	0	(2,338)	23,563	0	(23,563)
GM BONUS PLAN	3,077	0	(3,077)	15,218	0	(15,218)
CONTRACT LABOR	26,004	0	(26,004)	507,826	0	(507,826)
TOTAL PAYROLL	205,593	0	(205,593)	2,657,485	0	(2,657,485)
OPERATING EXPENSES						
LAUNDRY/LINEN	4,859	0	(4,859)	115,462	0	(115,462)
UNIFORMS	(132)	0	132	3,451	0	(3,451)
PAPER SUPPLIES	0	0	0	0	0	0
DECORATING	0	0	0	2,561	0	(2,561)
SECURITY	372	0	(372)	4,834	0	(4,834)
MENU PRINTING	0	0	0	0	0	0
MUSIC & ENTERTAINMENT	0	0	0	0	0	0
CASH OVER/SHORT	57	0	(57)	5,579	0	(5,579)
EQUIPMENT RENTAL	1,313	0	(1,313)	39,150	0	(39,150)
EQUIP REP & MAINT	0	0	0	4,706	0	(4,706)
REPAIRS & MAINT	7,235	0	(7,235)	10,328	0	(10,328)
REPLACEMENTS	298	0	(298)	9,926	0	(9,926)
RELOCATION	0	0	0	0	0	0
AIR, RAIL, BUS	0	0	0	0	0	0
LODGING	0	0	0	0	0	0
MEALS & ENTERTAINMENT	0	0	0	0	0	0
ENTERTAINMENT	0	0	0	0	0	0
AUTO RENTAL	0	0	0	0	0	0
VEHICILE FUEL	0	0	0	0	0	0
MILEAGE	0	0	0	0	0	0
TAXI, LIMO, TOLLS	0	0	0	0	0	0
TRAVEL & ENTERTAIN	1,208	0	(1,208)	35,723	0	(35,723)
LIABILTY INSURANCE	1,751	0	(1,751)	29,223	0	(29,223)
OFFICE SUPPLIES	1,867	0	(1,867)	24,076	0	(24,076)
STATIONERY & POST	0	0	0	400	0	(400)
COURIER	169	0	(169)	2,865	0	(2,865)
TELEPHONE EXPENSE	1,931	0	(1,931)	23,494	0	(23,494)
WANT ADS	0	0	0	0	0	0
TRAINING	0	0	0	2,700	0	(2,700)
DUES & SUBSCRIPTION	0	0	0	1,300	0	(1,300)
ADVERTISING	0	0	0	81	0	(81)
MARKETING EXPENSE	0	0	0	1,142	0	(1,142)
CONTRACT CLNG & EXTERM	0	0	0	0	0	0
SUPPLIES	0	0	0	1,534	0	(1,534)
TRASH REMOVAL	0	0	0	76	0	(76)
TECHNOLOGY	9,200	0	(9,200)	10,000	0	(10,000)
RECRUITING	0	0	0	0	0	0
AUDITING FEES	0	0	0	0	0	0
LEGAL & ACCTG FEES	0	0	0	(418)	0	418
BANK CHARGES - UNIT	15	0	(15)	98	0	(98)
PAYROLL SERVICE CHG	0	0	0	0	0	0
CREDIT CARD FEES	1,078	0	(1,078)	77,981	0	(77,981)
OTHER PROF FEES	0	0	0	0	0	0
BAD DEBT EXPENSE	0	0	0	0	0	0
MISCELLANEOUS	(461)	0	461	(17,143)	0	17,143
MISCELLANEOUS	0	0	0	0	0	0
MANAGEMENT FEE	33,333	0	(33,333)	399,999	0	(399,999)
INCENTIVE FEE	21,053	0	(21,053)	21,053	0	21,053
REPLACEMENT FUND	17,030	0	(17,030)	355,817	0	(355,817)
LICENSES	757	0	(757)	4,544	0	(4,544)
TAXES	408	0	(408)	15,348	0	(15,348)
DEPRECIATION	11,831	0	(11,831)	141,972	0	(141,972)
UTILITIES	0	0	0	0	0	0
				0		
TOTAL OPER. EXPENSES	115,182	0	(115,182)	1,327,863	0	(1,327,863)
PROFIT/(LOSS)		0			0	

AUSTIN CONVENTION CENTER
STATEMENT OF OPERATIONS
FOR THE PERIOD ENDED September 29, 2010

	CURRENT MONTH ACTUAL	CURRENT MONTH BUDGET	VARIANCE FAV/ (NONFAV)	YTD ACTUAL	YTD BUDGET	VARIANCE FAV/ (NONFAV)	SECOND QUARTER TO DATE ACTUAL	SECOND QUARTER TO DATE BUDGET	VARIANCE FAV/ (NONFAV)
REVENUE		0			0			0	
COST OF SALES	77,932	0	(77,932)	1,114,284	0	(1,114,284)	317,932	0	(317,932)
PAYROLL									
SALARY & WAGES	113,797	0	(113,797)	1,411,587	0	(1,411,587)	402,775	0	(402,775)
PAYROLL TAXES	11,808	0	(11,808)	168,517	0	(168,517)	60,122	0	(60,122)
TAXES ON BONUS		0	0	0	0	0	0	0	0
WORKERS COMP	8,310	0	(8,310)	63,639	0	(63,639)	6,867	0	(6,867)
GROUP INSURANCE	13,632	0	(13,632)	134,595	0	(134,595)	21,674	0	(21,674)
401K BENEFITS	2,252	0	(2,252)	24,872	0	(24,872)	6,399	0	(6,399)
GM BONUS PLAN	1,978	0	(1,978)	6,061	0	(5,061)	5,143	0	(5,143)
CONTRACT LABOR	47,639	0	(47,639)	433,898	0	(433,898)	118,243	0	(118,243)
TOTAL PAYROLL	**199,415**	**0**	**(199,415)**	**2,243,189**	**0**	**(2,243,189)**	**621,224**	**0**	**(621,224)**
OPERATING EXPENSES									
LAUNDRY/LINEN	6,306	0	(6,306)	69,537	0	(69,537)	19,325	0	(19,325)
UNIFORMS	1,296	0	(1,296)	7,449	0	(7,449)	790	0	(790)
PAPER SUPPLIES	0	0	0	0	0	0	0	0	0
DECORATING	138	0	(138)	7,068	0	(7,068)	2,177	0	(2,177)
SECURITY	393	0	(393)	4,863	0	(4,863)	1,466	0	(1,466)
MENU PRINTING	0	0	0	57	0	(57)	57	0	(57)
MUSIC & ENTERTAINMENT	0	0	0	0	0	0	0	0	0
CASH OVER/SHORT	389	0	(389)	3,574	0	(3,574)	(156)	0	156
EQUIPMENT RENTAL	(756)	0	756	12,138	0	(12,138)	10,803	0	(10,803)
EQUIP REP & MAINT	0	0	0	0	0	0	0	0	0
REPAIRS & MAINT	2,031	0	(2,031)	33,460	0	(33,460)	4,716	0	(4,716)
REPLACEMENTS	235	0	(235)	7,533	0	(7,533)	1,521	0	(1,521)
RELOCATION	0	0	0	0	0	0			
AIR, RAIL, BUS	0	0	0	0	0	0	0	0	0
LODGING	0	0	0	0	0	0	0	0	0
MEALS & ENTERTAINMENT	0	0	0	0	0	0	0	0	0
ENTERTAINMENT	0	0	0	0	0	0	0	0	0
AUTO RENTAL	0	0	0	0	0	0	0	0	0
VEHICLE FUEL	0	0	0	0	0	0	0	0	0
MILEAGE	0	0	0	0	0	0	0	0	0
TAXI, LIMO, TOLLS	0	0	0	0	0	0	0	0	0
TRAVEL & ENTERTAIN	760	0	(760)	20,980	0	(20,980)	3,001	0	(3,001)
LIABILITY INSURANCE	2,100	0	(2,100)	41,259	0	(41,259)	3,521	0	(3,521)
OFFICE SUPPLIES	1,835	0	(1,835)	20,113	0	(20,113)	6,262	0	(6,262)
STATIONERY & POST	0	0	0	0	0	0	0	0	0
COURIER	605	0	(605)	3,930	0	(3,930)	1,025	0	(1,025)
TELEPHONE EXPENSE	157	0	(157)	15,389	0	(15,389)	4,774	0	(4,774)
WANT ADS	0	0	0	0	0	0	0	0	0
TRAINING	145	0	(145)	2,170	0	(2,170)	0	0	(0)
DUES & SUBSCRIPTION	3,255	0	(3,255)	4,290	0	(4,290)	70	0	(70)
ADVERTISING	50	0	(50)	269	0	(269)	219	0	(219)
MARKETING EXPENSE	0	0	0	200	0	(200)	200	0	(200)
CONTRACT CLNG & EXTERM	0	0	0	0	0	0	0	0	0
SUPPLIES	0	0	0	0	0	0	0	0	0
TRASH REMOVAL	0	0	0	0	0	0	0	0	0
TECHNOLOGY	200	0	(200)	2,510	0	(2,510)			
RECRUITING	8	0	(8)	288	0	(288)	0	0	0
AUDITING FEES	0	0	0	0	0	0	0	0	0
LEGAL & ACCTG FEES	0	0	0	194	0	(194)	0	0	0
BANK CHARGES - UNIT	160	0	(160)	1,930	0	(1,930)	473	0	(473)
PAYROLL SERVICE CHG	0	0	0	0	0	0	0	0	0
CREDIT CARD FEES	6,343	0	(6,343)	38,195	0	(38,195)	8,439	0	(8,439)
OTHER PROF FEES	1	0	(1)	125	0	(125)	62	0	(62)
BAD DEBT EXPENSE	0	0	0	0	0	0	0	0	0
MISCELLANEOUS	(1,252)	0	1,252	(22,800)	0	22,800	(9,317)	0	9,317
MANAGEMENT FEE	33,333	0	(33,333)	400,000	0	(400,000)	100,000	0	(100,000)
INCENTIVE FEE	21,053	0	(21,053)	21,053	0	(21,053)	0	0	0
REPLACEMENT FUND	21,869	0	(21,869)	312,442	0	(312,442)	87,292	0	(87,292)
LICENSES	410	0	(410)	3,582	0	(3,582)	0	0	0
TAXES	1,095	0	(1,095)	9,589	0	(9,589)	7,898	0	(7,898)
DEPRECIATION	11,831	0	(11,831)	141,973	0	(141,973)	35,493		
UTILITIES	0	0	0	0	0	0	0	0	0
				0					
TOTAL OPER. EXPENSES	114,011	0	(114,011)	1,163,560	0	(1,163,560)	290,112	0	(254,619)
PROFIT/(LOSS)		0			0			0	

MBE / WBE Usage Summary

All non-fixed operation expenses, and cost of goods for Palmer Events Center and the Austin Convention Center	Total	MBE Total	% MBE	WBE Total	% WBE	Total MBE and WBE $	Total MBE and WBE %
2008-2009							
October-08	$192,752.44	$1,538.50	0.8%	$49,000.88	25.4%	$50,539.38	26.2%
November-08	$374,111.39	$1,419.35	0.4%	$63,087.71	16.9%	$64,507.06	17.2%
December-08	$262,054.00	$436.20	0.2%	$130,064.69	49.6%	$130,500.89	49.8%
January-09	$192,738.98	$1,278.05	0.7%	$44,080.45	22.9%	$45,358.50	23.5%
February-09	$419,668.53	$484.00	0.1%	$185,653.98	44.2%	$186,137.98	44.4%
March-09	$254,285.91	$997.50	0.4%	$102,875.17	40.5%	$103,872.67	40.8%
April-09	$169,437.10	$760.50	0.4%	$61,396.90	36.2%	$62,157.40	36.7%
May-09	$120,117.49	$258.50	0.2%	$37,636.37	31.3%	$37,894.87	31.5%
June-09	$172,451.56	$1,078.30	0.6%	$49,929.59	29.0%	$51,007.89	29.6%
July-09	$123,753.73	$812.00	0.7%	$35,855.42	29.0%	$36,667.42	29.6%
August-09	$206,816.50	$619.55	0.3%	$68,097.21	32.9%	$68,716.76	33.2%
September-09			#DIV/0!		#DIV/0!	$0.00	#DIV/0!
Year to Date Totals	$2,488,187.63	$9,682.45	0.4%	$827,678.37	33.3%	$837,360.82	33.7%
		MBE Goal	14.1%	WBE Goal	15.0%	Total Goal	29.1%
		MBE Variance	-13.7%	WBE Variance	18.3%	Total Variance	4.6%

Subcontractor MBE / WBE Usage Summary

All non-fixed operation expenses, and cost of goods for Palmer Events Center and the Austin Convention Center	Total	MBE Total	% MBE	WBE Total	% WBE	Total MBE and WBE $	Total MBE and WBE %
2009-2010							
October-09	$242,259.28	$608.75	0.3%	$80,327.55	33.2%	$80,936.30	33.4%
November-09	$111,286.40	$1,144.50	1.0%	$31,861.21	28.6%	$33,005.71	29.7%
December-09	$112,613.14	$585.00	0.5%	$40,839.45	36.3%	$41,424.45	36.8%
January-10	$131,579.21	$562.50	0.4%	$61,702.18	46.9%	$62,264.68	47.3%
February-10	$230,123.06	$747.00	0.3%	$88,320.60	38.4%	$89,067.60	38.7%
March-10	$353,223.31	$1,454.90	0.4%	$123,745.11	35.0%	$125,200.01	35.4%
April-10	$88,188.31	$321.00	0.4%	$41,995.12	47.6%	$42,316.12	48.0%
May-10	$88,167.91	$274.00	0.3%	$35,038.25	39.7%	$35,312.25	40.1%
June-10	$104,190.84	$517.10	0.5%	$24,032.42	23.1%	$24,549.52	23.6%
July-10	$219,001.86	$943.35	0.4%	$83,431.88	38.1%	$84,375.23	38.5%
August-10	$356,092.24	$746.00	0.2%	$96,604.11	27.1%	$97,350.11	27.3%
September-10			#DIV/0!		#DIV/0!	$0.00	#DIV/0!
Year to Date Totals	$2,036,725.56	$7,904.10	0.4%	$707,897.88	34.8%	$715,801.98	35.1%
		MBE Goal	14.1%	WBE Goal	15.0%	Total Goal	29.1%
		MBE Variance	-13.7%	WBE Variance	19.8%	Total Variance	6.0%

Subcontractor MBE / WBE Usage Summary

All non-fixed operation expenses, and cost of goods for Palmer Events Center and the Austin Convention Center	Total	MBE Total	% MBE	WBE Total	% WBE	Total MBE and WBE $	Total MBE and WBE %
2010-2011							
October-10	$229,512.93	$1,036.75	0.5%	$107,768.05	47.0%	$108,804.80	47.4%
November-10	$304,001.73	$972.50	0.3%	$131,065.28	43.1%	$132,037.78	43.4%
December-10	$315,545.74	$421.60	0.1%	$104,772.32	33.2%	$105,193.92	33.3%
January-11	$200,830.74	$511.00	0.3%	$106,503.60	53.0%	$107,014.60	53.3%
February-11	$424,792.46	$773.20	0.2%	$161,486.62	38.0%	$162,259.82	38.2%
March-11	$674,383.87	$596.80	0.1%	$274,348.33	40.7%	$274,945.13	40.8%
April-11	$201,517.74	$1,253.50	0.6%	$74,685.88	37.1%	$75,939.38	37.7%
May-11	$187,801.43	$1,707.28	0.9%	$80,181.99	42.7%	$81,889.27	43.6%
June-11	$187,494.71	$582.60	0.3%	$71,700.18	38.2%	$72,282.78	38.6%
July-11	$259,290.95	$493.35	0.2%	$95,296.06	36.8%	$95,789.41	36.9%
August-11	$285,065.95	$503.00	0.2%	$114,075.42	40.0%	$114,578.42	40.2%
September-11	$164,304.90	$227.15	0.1%	$71,956.09	43.8%	$72,183.24	43.9%
Year to Date Totals	$3,434,543.15	$9,078.73	0.3%	$1,393,839.82	40.6%	$1,402,918.55	40.8%
		MBE Goal	14.1%	WBE Goal	15.0%	Total Goal	29.1%
		MBE Variance	-13.8%	WBE Variance	25.6%	Total Variance	11.7%

ADDENDUM
REQUEST FOR PROPOSAL (RFP)
CATERING AND CONCESSION SERVICES
CITY OF AUSTIN, TEXAS

RFP: PAX0105 **Addendum No: 2** **Date of Addendum:** November 9, 2011

This addendum is incorporating the following clarification of Addendum 1 to the above-referenced RFP.

1.0 To clarify question 15 of Addendum 1: "How many concession stands does the Austin Convention Center have?"

The Convention Center has four permanent stands with six serviceable areas and the Palmer Events Center has two permanent stands with three serviceable areas.

The following questions(s) were posed by one or more Vendors in writing.

2.0 (Q) In Addendum 1, question 6, you state the "fixed fee" is currently $39,722 per accounting month. However, in exhibits G and H, the 2009 and 2010 Historic P&Ls indicate a total $400,000 for each year. Why is the current "fixed fee" different than the historical?

(A) At the end of Fiscal Year 2011, there was an adjustment to the Management Fee based on the CPI. Prior to the adjustment, the "fixed fee" was $33,334 per Accounting Month.

3.0 (Q) Where is the attachment to Addendum 1?

(A) The attachment was loaded as a separate attachment. Reference the PDF file labeled "Addendum 1_Attachment 1".

4.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY: Sharon Patterson 11/9/11

Sharon Patterson, Senior Buyer
Purchasing Office

Date

ACKNOWLEDGED BY:

Vendor Name Authorized Signature Date

RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your bid. Failure to do so may constitute grounds for rejection of your offer.

ADDENDUM
REQUEST FOR PROPOSAL (RFP)
CATERING AND CONCESSION SERVICES
CITY OF AUSTIN, TEXAS

RFP: PAX0105 **Addendum No:** 3 **Date of Addendum:** November 15, 2011

This addendum is incorporating the following clarifications to the above-referenced RFP.

1.0 The period for questions will expire at 3:00 P.M. (CST), Wednesday, November 16, 2011. Questions received after 3:00 P.M. (CST), Wednesday, November 16, 2011 will not be answered.

2.0 As a reminder, when submitting a sealed Proposal and Compliance Plan, use the proper address for the type of service desired, as shown below. Proposals (including Compliance Plans) that are not submitted in a sealed envelope or container will not be accepted.

SUBMIT 1 ORIGINAL AND 7 SIGNED COPIES OF PROPOSAL

P.O. Address for US Mail	**Street Address for Hand Delivery or Courier Service**
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P.O. Box 1088	124 W 8th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

The following questions were posed by one or more Vendors in writing.

3.0 (Q) Will you consider extending the due date until December 14?

(A) The PROPOSAL CLOSING TIME AND DATE will remain unchanged and is scheduled for 3:00 p.m. (CST) November 30, 2011. Changing the proposal due date and time would prevent the City from meeting its deadline to have a new contract negotiated, authorized, and executed with enough time for a transition period, prior to the expiration of the current contract.

4.0 (Q) Are all employees, including those classified as full-time, part-time and/or seasonal offered health insurance with optional family coverage or is there an eligibility requirement needed to qualify for health care offerings such as minimum number of hours worked needed to qualify and stay eligible?

(A) The Living Wage Provision applies to employees who are directly assigned to the contract. The Living Wage Provision can be found in Item 7 of Section 0400, Supplemental Purchase Provisions.

5.0 (Q) Will a list of the current MBE/WBE suppliers be shared with the bidders?

(A) In the document titled "RFP PAX0105 Attachment 1: MBE_WBE Procurement Program Compliance Plan" is an availability list of current certified MBE/WBE suppliers. For additional assistance in identifying MBE/WBE suppliers, you may contact Raymond Young in the Small and Minority Business Resources Department (SMBRD) at 974-9183.

6.0 (Q) What is the Current unamortized capital that will be required to be part of the investment?

(A) As of Sept. 30, 2011, the current capital investment is fully amortized.

7.0 (Q) Is there a Scope of Work for the proposed POS system as part of the capital investment?

(A) There is no current Scope of Work for the proposed POS system. Reference Item 5.4.4 of Section 0500, Scope of Work. ACCD would like Proposers to propose a solution for a POS system at ACCD.

8.0 (Q) Can you confirm whether or not there are any hood systems in the concession stands at either the Austin Convention Center and/or the Palmer Event Center?

(A) There are no hoods in either the ACCD or PEC concession stands.

9.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY: Sharon Patterson 11/15/11

Sharon Patterson, Senior Buyer
Purchasing Office

Date

ACKNOWLEDGED BY:

Vendor Name	Authorized Signature	Date

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ADDENDUM
REQUEST FOR PROPOSAL (RFP)
CATERING AND CONCESSION SERVICES
CITY OF AUSTIN, TEXAS

RFP: PAX0105 **Addendum No:** 4 **Date of Addendum:** November 17, 2011

The following questions were posed by one or more Vendors in writing.

1.0 (Q) Can you provide a breakdown of the sales by concession versus catering for the last three years? If possible, please provide the information for each of the two venues separately.

(A) The attached sales statements provide a breakdown of the sales by concession versus catering for the last two (2) fiscal periods; each venue is segregated for viewing. Reference the PDF files labeled "Addendum 4_Attachment 1" and "Addendum 4_Attachment 2".

2.0 (Q) Can you please provide the historical revenue generated through the vending machines?

(A) The attached sales statements provide a breakdown of the revenue generated for vending machine sales for the last two (2) fiscal periods; each venue is segregated for viewing. Reference the PDF files labeled "Addendum 4_Attachment 1" and "Addendum 4_Attachment 2".

3.0 (Q) In section 0600, under J. Qualifications of General Manger and Executive Chef and Personnel, can you provide specific detail of the proposal content requirement for item 5?

(A) The Proposer should demonstrate in their proposal the General Manager, Executive Chef, and Personnel qualifications. Include resumes, experiences in operations similar in size and scope, performance record, and any other criteria or documentation which the Proposer feels best demonstrates the qualifications of the General Manager, Executive Chef, and Personnel. Reference Item J of Section 0600 and item 5 of Section 0500 for additional proposal content requirements.

4.0 (Q) How many points of sale are there currently in the permanent concessions stands at the Convention Center and Palmer Events Center?

(A) There are no permanent point-of-sales systems in the concessions stands at the Austin Convention Center or Palmer Events Center.

5.0 (Q) In that a POS system is one of the items expected in the capital investment plan, what is your estimation of the optimum number of registers for the Convention Center and the Palmer Events Center?

(A) The number of systems varies according to the size of the event, the amount of inventory displayed, etc. Proposer should utilize their subject matter expertise to determine the recommended mix of POS systems that will be required to deliver optimal customer service.

6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY: Sharon Patterson 11/17/11

Sharon Patterson, Senior Buyer
Purchasing Office

Date

ACKNOWLEDGED BY:

Vendor Name	Authorized Signature	Date

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