

## SECOND AMENDMENT TO FOOD SERVICE MANAGEMENT AGREEMENT

This Second Amendment to the Food Service Management Agreement ("Second Amendment") is entered into as of June 7, 2019 by and between Ovations Fanfare, L.P., a Pennsylvania limited partnership ("Concessionaire") and the 32<sup>nd</sup> District Agricultural Association, a California state institution (the "District"). District and Concessionaire are sometimes referred to in this Second Amendment collectively as "Parties" or singularly as a "Party".

### RECITALS

Concessionaire and the District are parties to that certain Food Service Management Agreement dated January 1, 2012 and amended on March 24, 2016 (collectively, the "Agreement").

The Parties now desire to amend the Agreement as provided in this Second Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Second Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, District and Concessionaire agree as follows:

### AGREEMENT

1. Capitalized terms used but not defined in this Second Amendment shall have the meanings ascribed to those terms in the Agreement.
2. The Agreement is amended to add Section B(2), which reads in full as follows:

#### **SECTION B(2) –Independent Beer Concession Sales and Location**

Section B(1)(c) of this Agreement specifically excludes the sale of beer in four designated locations by independent beer concessionaires. The District, in its sole and absolute discretion, will review and approve, on an annual basis, the location of each independent beer concessionaire. Should one or more of these four independent beer concession locations become available due to a reduction in the number of independent beer concessionaires, the District, in its sole and absolute discretion, may grant Concessionaire the exclusive right to provide Foodservice at that location. Concessionaire shall pay District a Commission on Gross Sales generated by Concessionaire from any such location at the rates described in Section I of the Agreement in accordance with the terms of Section I.

3. Except as expressly set forth above, all of the provisions of the Agreement are republished by this Second Amendment and shall remain unmodified and in full force and effect.
4. This Second Amendment shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law principles.

This Second Amendment has been executed in duplicate, by and on behalf of the Parties to this Second Amendment, on the date set forth above.

32<sup>nd</sup> District Agricultural Association

By: Kelli Kramer  
Name: Kelli Kramer  
Title: CEO

Ovations Fanfare, L.P.  
By: Ovations Food Services, L.L.C, its general  
partner

By: Brian Rothney  
Name: Brian Rothney  
Title: President