

Town of Thompson's Station Special Called Beer Board

Meeting Agenda

August 2, 2021 at 6:00 p.m.

Meeting Called To Order

Consent Agenda:

A. Consideration Of The Minutes Of The March 12, 2019, Regular Beer Board Meeting.

Documents:

[ITEM A - BEER BOARD MINUTES 03_12_2019.PDF](#)

New Business:

1. Approval Of Beer Permit For Volume Services, Inc. D/B/A Centerplate At Graystone Quarry Lane, Franklin, TN 37064.

Documents:

[ITEM 1- FIRSTBANK AMPHITHEATER BEER BOARD MEMO.PDF](#)
[ITEM 1 - BEER PERMIT-APPLICATION FOR VOLUME SERVICES, INC. DBA CENTERPLATE AT GRAYSTONE_RS.PDF](#)

2. Approval Of Whiskey Odyssey, LLC – 3 Day Event To Be Held In Sarah Benson Park.

Documents:

[ITEM 2- WHISKEY ODYSSEY BEER BOARD MEMO.PDF](#)
[ITEM 2 - WHISKEY ODYSSEY, LLC PARKS EVENT PERMIT_RS.PDF](#)

Adjourn

*This meeting will be held at 6:00 p.m. at the Thompson's Station Community Center
1555 Thompson's Station Road West*

**Town of Thompson's Station
Beer Board Meeting Minutes
March 12, 2019, 6:45 p.m.**

Call to Order:

The meeting of the Beer Board of the Town of Thompson's Station was called to order at 6:45 p.m. on March 12, 2019. Members and staff attending were: Mayor Corey Napier, Alderman Shaun Alexander; Alderman Brandon Bell; Alderman Ben Dilks; Alderman Brian Stover.

1. Consideration of the Minutes of the March 13, 2018, beer board meeting:

Alderman Brian Stover made a motion to approve the Minutes of the March 13, 2018, beer board meeting. The motion was seconded by Alderman Shaun Alexander and carried unanimously.

2. Consideration of a Special Event Beer Permit application for Rotary Club of Spring Hill/Thompson's Station:

Alderman Shaun Alexander made a motion to approve a Special Event Beer permit application for the Rotary Club of Spring/Thompson's Station and to waive the permit fee. The motion was seconded by Alderman Brian Stover and carried unanimously.

Adjourn:

There being no further business, the meeting was adjourned at 6:49 p.m.

Corey Napier, Mayor



DATE: August 2, 2021

TO: Beer Board

FROM: Andrew Mills, Town Attorney
Micah Wood, Planning Director

SUBJECT: Item 1 – Beer Permit for Volume Services, Inc for FirstBank Amphitheater

The development plan for Graystone Quarry, now FirstBank Amphitheater at Graystone Quarry, was approved by the Town in 2014 as a Specific Plan (SP) zoned planned development. The SP for Graystone Quarry has been revised twice. Once in 2018 through a site plan amendment to phase 2 of the development and again in 2020 to add property to the SP via an annexation.

The overall project encompassed two phases and covers approximately 133 acres. The first phase includes of a 10,426 square foot event center, a 5,090 square foot pavilion and a single-family residence. Phase 2 includes an 8,100 square foot artist compound, a stage, three concession stands for a total of 2,156 square feet, a 3,915 square foot restroom building, an 880 square foot ticket booth, an 864 square foot first aid building and a 5,000 square foot storage barn. The amphitheater has capacity for up to 7,500 patrons and approximately 3,100 parking spaces with overflow areas.

Volume Services, Inc, doing business as Centerplate requests an on-premises beer permit for 4520 Graystone Quarry Lane. The applicant has provided the required Beer Permit information and a background check has been requested.

Applicant has provided to Town Staff its *Traffic and Parking Plan* and its *Emergency Operations Plan*. The Applicant will be employing personnel for security, ID checks, and traffic control, including deputies from the Williamson County Sheriff's Office. The applicant and representatives of Graystone Quarry / FirstBank Amphitheater are expected to attend the Beer Board meeting to answer the Board's questions.

The request meets the requirements of Title 8, as revised, of the Town Code for an On-Premises Beer Permit.

Recommendation

Staff recommends that the Beer Board approve the Beer Permit with the following conditions and contingencies:

1. Applicant will maintain and provide to the Town, upon the Town's request, the current version of its *Traffic and Parking Plan*. Applicant shall accept reasonable recommendations from the Town as to said plan.
2. Applicant will maintain and provide to the Town, upon the Town's request, the current version of its *Emergency Operations Plan*. Applicant shall accept reasonable

Phone: (615) 794-4333
Fax: (615) 794-3313
www.thompsons-station.com



1550 Thompson's Station Road W.
P.O. Box 100
Thompson's Station, TN 37179

- recommendations from the Town as to said plan.
3. Applicant will maintain contact with the Town, in addition to other governmental agencies (Williamson County Sheriff's Office, Williamson County Emergency Management, etc.) as to all upcoming events so as to allow the Town to work with the Applicant and Graystone Quarry / FirstBank Amphitheater to mitigate traffic and safety issues.
 4. Applicant will ensure that the Town is invited to all meetings involving First Bank Amphitheater that involve governmental and/or emergency management entities.
 5. Applicant will provide a copy of its liability insurance policy upon request to the Town.

Attachments

Beer Permit Application



Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
P.O. Box 198966
Nashville, TN 37219-8966

615.244.6380 main
615.244.6804 fax
wallerlaw.com

Olatayo Atanda
615.850.8861 direct
Tayo.Atanda@wallerlaw.com

May 26, 2021

Ms. Regina Fowler
Town Clerk
Town of Thompson's Station
P.O. Box 100
Thompson's Station, Tennessee 37179

Via US Priority Mail

**Re: Volume Services, Inc.
d/b/a Centerplate
4520 Graystone Quarry Lane, Franklin, Tennessee 37064**

Dear Ms. Fowler:

Please find enclosed a new on-premise beer permit application for Volume Services, Inc. d/b/a Centerplate, located at 4520 Graystone Quarry Lane, Franklin, Tennessee. In support of the application, please find enclosed the following documents:

- Beer permit application;
- \$250.00 application fee;
- Copy of signatory's passport;
- Certificate of sales tax registration;
- Food and Beverage agreement; and
- Deed.

We kindly ask that you consider this application at your next scheduled meeting. Please feel free to reach out to me directly should you have any questions or need anything further. I can be reached at tayo.atanda@wallerlaw.com or by phone at (615) 850-8861. Thank you for your assistance.

Regards,

Olatayo Atanda by aw w/ permission

Olatayo Atanda

OA:bf
Enclosures

cc: Volume Services, Inc. (via pdf)



**TOWN OF THOMPSON'S STATION
BEER BOARD APPLICATION
AND
RULES AND REGULATIONS FOR PERMIT HOLDERS**

NOTICE: A non-refundable Two Hundred Fifty (\$250.00) Dollars fee must accompany this application. If the application is approved, you are required to provide documentation of sales tax registration to the Town within ten (10) days of approval. Any applicant making false statements in this application shall forfeit the permit and shall not be eligible to receive any permit for a period of ten (10) years.

An annual privilege tax of One Hundred (\$100.00) Dollars is imposed on the business of selling, distributing, storing or manufacturing beer in this state each January 1 annually. Any holder of a beer permit issued after January 1 shall pay a pro rata portion of this annual tax when the permit is issued. Failure to pay the annual privilege tax will result in a revocation proceeding. The annual privilege tax is payable to the Town of Thompson's Station and should be received not later than January 10 of each year and should be mailed to:

City Recorder
Town of Thompson's Station
P.O. Box 100
Thompson's Station, Tennessee 37179

RULES AND REGULATIONS:

1. An off-premises permit holder shall sell beer only in commercially sealed containers. The presence of a non-commercially sealed container within an area of the off-premises permittee's premises is prohibited. Presence of a non-commercially sealed or unsealed container within the off-sale premises used by the public creates a presumption the permittee is selling beer for on-premises consumption.
2. Beer shall not be sold through any drive thru or delivery window regardless of the type of permit held.
3. Home delivery of beer is prohibited.
4. In the event of disciplinary proceedings, it shall be no defense that an employee or agent of a permittee acted contrary to order, or that permittee did not personally participate in a violative act(s).
5. The permit holder is responsible to insure knowledge and compliance of all applicable law and rules and regulations.

6. Applicant shall show evidence of lease or ownership of the property where the business will be located. A copy of the lease or deed of ownership shall be attached to the application.
7. Retail permissess shall post conspicuously that sale to under-aged persons is prohibited. When ascertaining the age of a person purchasing or attempting to purchase beer, such shall be by viewing a valid form of identification, e.g. valid driver's license, U.S. Active Military Identification, passport or other photo identification.
8. Permittees shall surrender their permits in person to the Town during the Town's regular business hours immediately following a termination.
9. Each wholesaler, prior to any delivery, shall examine a retailer's permit and verify the retail permit holder is still employed. No delivery shall be made when a permit holder is not employed at the business location.
10. All permit holders must maintain a copy of these rules and regulations and the Town's beer ordinances, as amended, at the business location.

TOWN OF THOMPSON'S STATION

Beer Board Application for Beer Permit
Application Fee Non-Refundable

THIS SECTION FOR CITY USE ONLY:

Date Application File: <u> / / </u> Receipt No. _____	<u>Beer Board Action:</u>	Zoning: _____
Application for: <input type="checkbox"/> On Sale Permit <input type="checkbox"/> Off Sale Permit <input type="checkbox"/> On and Off Sale Permit <input type="checkbox"/> Manufacturer's or Distributor's Permit <input type="checkbox"/> Other: _____	Granted: <u> / / </u> Issued: <u> / / </u> Denied: <u> / / </u> Deferred: <u> / / </u> Withdrawn: <u> / / </u>	Map No.: _____
		Parcel No.: _____
		Beer Board Meeting Date: _____

ANSWER ALL QUESTIONS:

APPLICANT IS SEEKING A PERMIT WHICH WOULD ALLOW THE SALE OF BEER FOR:

- ON-PREMISES CONSUMPTION ONLY OFF-PREMISES CONSUMPTION ONLY ON AND OFF PREMISES CONSUMPTION

I hereby make application for a permit to sell, store, manufacture or distribute beer or other beverages authorized to be sold, stored, manufactured or distributed under the provisions of Tennessee Code Annotated 57-5-101, et seq., and the Town's Beer Ordinance and the amendments thereto and base my application upon the answers to the following questions:

- Name of Applicant: Volume Services, Inc.
- Name of the business for which permit is sought: Centerplate
- Address and phone number of the business for which a permit is sought: 4520 Graystone Quarry Lane, Franklin, TN 37064
- Describe the type of business you will operate: concessionaire services at music venue
- Will you serve food: Yes No
- Does Applicant hold any other beer permits? Yes No If yes, where: applicant holds multiple beer permits across the state.
- Will beer be sold at 2 or more restaurants or other businesses within the same building under the same beer permit?
 Yes No If yes, identify each restaurant or business (attach separate sheet if necessary):

Business Name	Location	Seating Capacity	Designated Use
n/a			

8. Do you have a current health permit issued by the local health department posted on the premises? Yes No
 If yes, when does it expire: new construction and permit pending

9. Name(s) of owner of the property: Nancy McEachern, Trustee
 Property address: 4525 Graystone Quarry Lane, Franklin, Tennessee 37064
 Deed Book and Page No. Book 6431, Page 654 Lease Expiration Date: March 2028
 (Attach a copy of the executed lease or recorded deed of ownership hereto)

10. List persons, firms corporations, joint-stock companies, syndicates, or associations having at least a five (5%) percent ownership interest in the applicant. Complete in detail. Attache a separate sheet if necessary. If corporation, give address of applicant's principal place of business.

Name of Individual Applicant Partners, or Officers and Directors	Title Percentage	Home Address and Telephone Number	Date and Place of Birth	Race and Sex	SSN:	U.S. Citizen Y or N
Volume Services America, Inc.	100%	[REDACTED] Greenville, SC 29615	[REDACTED]	n/a	[REDACTED]	Y

11. Previous Address of Applicant: n/a

12. If Applicant is an individual, give name and date and place of birth of spouse: n/a

13. If Applicant is a corporation, give name and date and place of birth of any spouse of anyone having a 50% or greater interest in the business corporation or partnership:

Name: n/a Date/Place of Birth: _____
 Name: _____ Date/Place of Birth: _____
 Name: _____ Date/Place of Birth: _____

14. For corporations that are not publicly traded:
 Registered Name of Corporation: Volume Services, Inc.
 Date and Place of Incorporation: 06/14/1973 in Delaware
 If foreign corporation, give date of certificate of authority: 06/14/1973

15. List stockholders having five (5%) percent or more ownership interest in the business: (attach separate sheet if necessary)

Name of Stockholder First Middle Last	%	Home Address and Telephone Number	Date and Place of Birth	Race and Sex	SSN:	U.S. Citizen Y or N
Volume Services America, Inc.	100%	[REDACTED] Greenville, SC 29615	[REDACTED]	n/a	[REDACTED]	Y

16. For Corporations Only:

At a regular or special meeting held on the _____ day of _____, 2021, by the Applicant, it was resolved that said application be filed with the Beer Permit Board and that Hadi K. Monavar, Exec. VP, CFO, CAO (name or officer and title) or _____ (name of officer and title) is/are hereby authorized to execute said application and any other papers required by the Board.

17. Designate the person or persons who will be in charge of the operations on premises in the absence of the Applicant:

First	Name Middle	Last	Home Address and Telephone Number	Date and Place of Birth	Race and Sex	SSN:	U.S. Citizen Y or N
David	Charles	Keitel	[REDACTED]	9/18/1983 Dhahran, Saudi Arabia	White/Male	[REDACTED]	Y

18. Conviction Record: Has any person, firm, joint-stock company, syndicate or association having at least a five (5%) percent ownership interest in the Applicant or any person to be employed in the distribution or sale of beer been convicted of any violation of the laws against possession, sale, manufacture, or transportation of beer, or other alcoholic beverages or any crime involving moral turpitude within the past ten (10) years? (Moral turpitude means premeditated murder, all sex related crimes, selling of class 1 and 2 controlled substances illegally and embezzlement.) Yes No

If yes, list below:

First	Name Middle	Last	Charge(s)	Date of Conviction	Disposition	Location, Court, County and State
n/a						

19. Name and address of representative to receive the annual tax notice and other communications from the Beer Board:

Angela Sloan, 1 Independence Pointe, Suite 305, Greenville, SC 29615; angela.sloan@centerplate.com

20. Is the building to be licensed located within 300 feet of any church or school? Yes No

21. Has the Applicant ever had a beer permit revoked, suspended or denied in the State of Tennessee? Yes No

If yes, explain: n/a

22. Give the name and address of the former permit holder:

n/a

23. Are you familiar with the laws of the State of Tennessee and the Beer Board governing the sale and distribution of beer? Yes No

24. Have you received a copy of the beer laws of the State of Tennessee and the municipality and a copy of the rules and regulations of the Beer Board? Yes No

Applicant hereby solemnly swears that each and every statement in the foregoing application is true and correct; that the Beer Board will be notified promptly if there is a change in circumstances that affects the responses provided in this application; that (1) no beer will be sold except at places where such sale will not cause congestion of traffic or interference with schools, churches, or other places of public gathering, or otherwise interfere with public health, safety and morals; (2) no sale shall be made to anyone under twenty-one (21) years of age; (3) no person, firm, corporation, joint-stock company, syndicate or association having at least a five (5%) percent ownership interest in the Applicant has been convicted of any violation of the laws against possession, sale, manufacture, or transportation of beer or other alcoholic beverages or any crime involving moral turpitude within the past ten (10) years; (4) no person employed by the Applicant in such distribution or sale has been convicted of any violation of the laws against possession, sale, manufacture, or transportation of beer or other alcoholic beverages or any crime involving moral turpitude within the past ten (10) years; (5) no sale shall be made for on-premises consumption unless the application and the permit so state; and (6) the Applicant is not a specially designated national and has legal status to hold a permit as any other U.S. citizen might possess.

If any statement herein is false, the Applicant shall forfeit his permit and shall not be eligible to receive any permit for a period of ten (10) years, in accordance with T.C.A. 57-5-105(d).

Sworn to and subscribed before me this 29 day of April, 2021.

VOLUME SERVICES, INC. 



Signature of Applicant: Angela M. Sloan
NOTARY PUBLIC
 State of South Carolina
 My Commission Expires
 March 23, 2031

By: Hadi Monavar, Exec. VP, CFO, CAO

Angela M. Sloan
 NOTARY PUBLIC

My Commission Expires: 3/23/2031

THE APPLICANT HEREBY DESIGNATES THE FOLLOWING PERSON OR PERSONS WHO ARE AUTHORIZED TO RECEIVE THE APPLICANT'S BEER PERMIT, IF GRANTED FROM THE BEER BOARD:

Name: _____ Title: _____

Name: _____ Title: _____



STATE OF TENNESSEE
DEPARTMENT OF REVENUE

Certificate of Registration

May 26, 2021

VOLUME SERVICES, INC.
1 INDEPENDENCE PT STE 305
GREENVILLE SC 29615-4540

Letter ID: L2105307776
Account ID: [REDACTED]
Account Type: Sales and Use Tax

The above named taxpayer has filed an application for sales and use tax registration for the place of business at the below referenced location address. The Tennessee Department of Revenue issued this Certificate of Registration in accordance with Tenn. Code Ann. §§ 67-6-601 and 67-6-602. The Certificate of Registration must be publicly displayed at the location address for which it is issued. The tax account number and location number on this certificate are used by the Department to identify your account and must be shown on all correspondence and reports. The certificate is not assignable and is valid only for the above referenced taxpayer and for transactions of business for this registration. **In accordance with Tenn Code Ann. § 67-6-607, it is a Class C misdemeanor for any person to misuse a Certificate of Registration for the purpose of obtaining taxable property without the payment of sales or use tax when it is due. Such wrongful use is grounds for the Commissioner to revoke the taxpayer's Certificate of Registration.**

Tax Returns

All sales and use tax returns must be filed and associated tax payments made electronically to the Department. Taxpayers may do this at <https://tntap.tn.gov/eservices/>. Taxpayers should file the sales and use tax return according to their filing frequency on the 20th day of the month following the reporting period. If your business opens after the 20th of the month, you may report sales made during the remaining days of the month with the next reporting period. In order to avoid penalty and interest charges, all returns must be filed and all associated tax payments must be made on or before the due date for the reporting period. Taxpayers should always file a return for their business, even if they do not make any sales during a reporting period.

Detach here and display in public area



Tennessee Department of Revenue
Certificate of Registration
Sales and Use Tax

CENTERPLATE
4520 GRAYSTONE QUARRY LN
FRANKLIN TN 37064-1518

Effective Date: May 26, 2021
Account No.: 1000117366-SLC
Location No.: 1001394901
Filing Status: Monthly

David Gerregano
Commissioner of Revenue

FOOD AND BEVERAGE SERVICES AGREEMENT

This Food and Beverage Services Agreement (the "Agreement") is made as of the 26th day of March, 2021 (the "Effective Date") by and between Volume Services, Inc., a Delaware corporation, d/b/a Centerplate, having its principal place of business at One Landmark Square, Stamford, CT 06901 ("Centerplate"), and Graystone Quarry Music, LLC, located at 4525 Graystone Quarry Ln, Franklin, TN 37064 ("Client" and together with Centerplate, the "Parties" and each a "Party").

WHEREAS, Client desires to engage Centerplate to furnish and install certain goods and manage and operate the food and beverage services at Graystone Quarry Amphitheater (the "Facility") located in Franklin, Tennessee as shown on Exhibit A hereto; and

WHEREAS, Centerplate wishes to provide such goods and services, upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and of the promises exchanged by the parties, it is hereby agreed:

SECTION I DEFINITIONS

1.1 Definitions of Terms. The following capitalized terms used in this Agreement shall have the following meanings:

(a) "Adjusted Gross Receipts" means all amounts received by Centerplate on all sales of Food Products at the Facility, less (i) the amount of any federal, state or local sales or other such tax; (ii) gratuities, service charges, and administrative fees collected by or for the benefit of Centerplate's employees; (iii) bulk or other sales not in the ordinary course of business; and (iv) sales made by Centerplate at cost and/or discount approved by Client. Gross Receipts shall include the amount received by Centerplate from any third-party subcontractors, including commissions, and not the gross receipts generated by the third-party subcontractors.

(b) "Contract Year" means the 12-month period commencing on the date of the first public event at the Facility for which Centerplate provides Food Services, and each successive 12-month period thereafter.

(c) "Events" means all entertainment, musical, concerts, recreation, and other similar activities held at the Facility where Food Services are served from Food Service Premises, but expressly excluding any private catering events (i.e., weddings, corporate events, private parties, non-profit, charity events, etc.). Notwithstanding the foregoing, nothing in this Agreement shall prevent Centerplate from providing catering at the Facility, so long as such catering is subject to prior mutual agreement by Client and Centerplate. For the avoidance of doubt, Client may engage third-party catering at Client's sole discretion, to provide catering Food Services at the Facility for private catering events. Client may, from time to time, use or engage third party caterers and allow such caterers to use the Food Service Premises, so long as such engagement does not interfere in any way with Centerplate's preparation services (or provide services itself), for or the execution of Food Services for Events (including breakdown and cleaning therefrom).

(d) "Facility Goods" means all furniture, fixtures, equipment, leasehold improvements, Smallwares, uniforms, "tools of the trade," and other tangible items provided by Centerplate pursuant to Section 11.1(a).

(e) "Food Products" means all food and beverages, and shall include without limitation, alcoholic beverages, candy and confections.

(f) "Food Service Premises" means all areas, improvements, fixtures and trade fixtures upon the Facility's premises which are used in connection with the operation of the Food Services, including adequate storage and designated office space. The current Food Service Premises are described in Exhibit B hereto. For purposes of clarity, all VIP lounge areas, Artist Building, and other designated artist areas are excluded as Food Services Premises for purposes of this Agreement.

(g) "Food Services" means all food and beverage services to be provided hereunder, including without limitation, dining, catering, hospitality in premium seating areas, vending and concession services, at or through fixed and portable concession stands, roving vendors, snack bars, luxury suites, clubs, picnic pavilion, liquor bars, or any other areas at the Facility where Food Products are sold or served, unless specifically excluded hereunder (e.g., all VIP lounge areas, Artist Building, and other designated artist areas).

(h) "Government Regulations" means all present and future laws, rules, orders, ordinances, regulations, statutes, requirements, codes, executive orders, extraordinary and ordinary, of any governmental authority, applicable to (i) Facility or any sidewalk comprising a part of or lying adjacent to Facility or the maintenance, use or occupation thereof; or (ii) the provision of services hereunder and requirements of any applicable fire rating bureau or other body exercising similar functions.

(i) "Monthly Accounting Period" means each monthly period (or portion thereof) in accordance with Centerplate's accounting calendar, which is arranged on a calendar basis, during the Term of this Agreement.

(j) "Smallwares" means dishware, glassware, flatware, utensils and similar items.

SECTION II EXCLUSIVE RIGHTS

2.1 Scope of Rights. Centerplate shall have the following exclusive rights at the Facility during the Term of this Agreement:

- (a) to occupy the Food Service Premises before, during, and after Events; and
- (b) to operate all Food Services and sell all Food Products during Events.

2.2 Competing Vendors. In order to (a) control the quality of the products and services sold at the Facility, (b) ensure the safety of the patrons and (c) protect Centerplate's exercise of its exclusive rights hereunder, Client agrees to prohibit other vendors from selling any Food Products anywhere at the Facility during Events, including the parking areas, and to use its best efforts to prohibit and prevent patrons from bringing any food, beverages, food containers or beverage containers into the Facility.

2.3 Retail Products. Client may from time to time request Centerplate to sell non-food items at the Facility, including, without limitation, novelties, souvenirs, gifts, clothing, programs, records, tapes and other retail products normally sold at facilities similar to the Facility. Centerplate may agree to sell such non-food items in its sole discretion. In each case where Centerplate agrees to sell such non-food items, Client and Centerplate shall mutually agree on the terms of such sales, including the commercial terms.

SECTION III TERM

3.1 Term. This Agreement shall commence as of the Effective Date and shall continue thereafter for seven (7) years following the date of the first Event, subject to earlier termination as provided in this Agreement (the "Term") or extension pursuant to section 3.2 below (the "Initial Term"). The Initial Term of the Agreement may be extended for an additional five (5) years upon mutual written agreement of the Parties (the "Extended Term"). The Initial Term and, if applicable, the Extended Term shall be known as the Term.

3.2 The Parties acknowledge that the Facility is, as of the date hereof, under construction with a substantial completion date anticipated in approximately June 2021. In the event that construction delays or other causes prevent opening the Facility by August 1, 2021 (the "Opening Date") and holding no less than twenty (20) events or concerts on average per year in the Facility during the Term, this Agreement shall be automatically extended (unless both Parties agree otherwise) for a further one (1) year.

SECTION IV REPRESENTATIONS AND WARRANTIES

4.1 Client's Representations. Client represents and warrants to Centerplate as follows:

(a) that it has been validly formed and duly exists as a limited liability company under the laws of the State of Tennessee, that it is duly qualified to do business in the State of Tennessee, and its exact legal name is as set forth at the beginning of this Agreement;

(b) that it has been duly authorized to enter into and perform this Agreement, and that no consent of or notice to any other individual, private entity or governmental authority is required in connection with the execution, delivery and performance of this Agreement;

(c) that execution and performance of this Agreement will not constitute a default in the performance, observance or fulfillment of any material obligations, covenants or conditions contained in any agreement or instrument to which Client is a party or by which it or its property is bound; and

(d) that this Agreement, when properly executed by both parties, shall constitute a valid and binding agreement, enforceable against Client in accordance with its terms.

4.2 Centerplate's Representations. Centerplate represents and warrants to Client as follows:

(a) that it has been validly formed and duly exists as a corporation under the laws of the State of Delaware and that it is duly qualified to do business in the State of Tennessee.

(b) that it has been duly authorized to enter into and perform this Agreement, and that no consent of or notice to any other individual, private entity or governmental authority is required in connection with the execution, delivery and performance of this Agreement.

(c) that execution and performance of this Agreement will not constitute a default in the performance, observance or fulfillment of any material obligations, covenants or conditions contained in any agreement or instrument to which Centerplate is a party or by which it or its property is bound.

(d) that this Agreement, when properly executed by both parties, shall constitute a valid and binding Agreement, enforceable against Centerplate in accordance with its terms.

SECTION V FINANCIAL ARRANGEMENTS

5.1 Calculation and Payment.

Centerplate shall receive a Base Management Fee in an amount equal to the greater of (i) two (2%) of Adjusted Gross Receipts, or (ii) Seventy-Five Thousand Dollars (\$75,000), during a Contract Year collected during the Term of this Agreement (the "Base Management Fee"). Base Management Fee shall be increased annually at the beginning of each Contract Year by a percentage equal to the change published in the general local metropolitan Consumer Price Index ("CPI"). The Base Management Fee shall be payable from the Adjusted Gross Receipts in equal monthly installments during the Contract Year and shall be considered Direct Operating Expenses. Such monthly accounting period (a "Monthly Accounting Period") will be determined in accordance with Centerplate's accounting calendar, which is on a calendar basis. The foregoing notwithstanding, if a Force Majeure condition prevents Client from conducting Events at the Facility during any given month of a Contract Year, then the Parties shall meet and discuss, in good faith, an equitable adjustment to the Base Management Fee.

5.2 Direct Operating Expenses. "Direct Operating Expenses" shall mean all reasonable and necessary costs, charges and expenses incurred in connection with Centerplate's Food Services under this Agreement including, but not limited to, Base Management Fee, the invoiced amounts of products, on-site payroll and labor, fringe benefits, bonuses (approved by Client), payroll taxes, amortization and depreciation of the Investment, other direct expenses, such as repair and maintenance, cleaning, pest control, credit/debit card fees, office supplies, insurance, promotional and marketing expenses (approved by Client), Smallwares expenses and replacement, staff recruiting costs (approved by Client), staff retention expenses (approved by Client), training program, rental expense, tent rentals, royalties due to branded products (approved by Client), travel (approved by Client), professional services, utilities, operating supplies, taxes (except sales and use tax), cash handling costs, printing costs, workers' compensation expense, mobile phone, laundry, security, parking, licenses, permits, annual maintenance and supports fees and expenses associated with point of sale system, the annual bonus (approved by Client) and other costs reasonable and necessary to perform the Food Services under this Agreement. Direct Operating Expenses, shall be net of any rebates or discounts associated with external vendors contracted by Centerplate solely on behalf of or for the benefit of the Client and governed by vendor contracts under which Centerplate can track such rebates/discounts, excluding prompt payments discounts or rebates attributable to early payment agreements. Direct Operating Expenses shall not include the costs or expenses associated with Centerplate's corporate overhead, including, without limitation, costs and expenses

associated with regional and corporate staff members or other employees not onsite at the Facility. Direct Operating Expenses shall be incurred at such cost as is reasonably necessary, in Centerplate's reasonable discretion consistent with industry standards to provide the Food Services in a manner designed to most effectively and efficiently conduct its operation at the Facility and to maximize profit. In lieu of charging the actual out-of-pocket amounts in connection with the cost of insurance (other than workers' compensation insurance) required to be maintained by Centerplate under the Agreement, Centerplate shall add an amount equal to one percent (1%) of the Adjusted Gross Receipts for such costs as a Direct Operating Expenses; provided, however, any overpayment, which shall be assessed on an annual basis, shall be returned to Client. Client's approval, where required in this section 5.2, shall not be unreasonably delayed or withheld.

5.3 Emergency Expenditures. Notwithstanding anything to the contrary set forth in this Agreement, if Centerplate at any time becomes aware of any condition that jeopardizes the structural soundness or operational capability of or the public safety in or around the areas of the Facility used by Centerplate for its Food Services, Centerplate shall promptly so advise the Client in writing. Client shall promptly approve or disapprove expenditure of funds necessary to correct the condition; provided, however, Client shall be permitted to manage, time-permitting, any correction or repair. Any funds so expended with the Client's written approval shall be allowed as Direct Operating Expenses.

5.4 Net Operating Profits. For each Contract Year during the Term, Centerplate shall receive an amount equal to fifteen percent (15%) of Net Operating Profits and disburse to Client monthly the amount of eighty-five percent (85%) of the Net Operating Profits (calculated by subtracting the Direct Operating Expenses from total Adjusted Gross Receipts) attributable to the preceding month. For illustration purposes the calculation of Net Operating Profits is shown as an example on Exhibit C attached hereto. If there is a Net Operating Loss (an amount equal to the excess during a Monthly Accounting Period of Direct Operating Expenses over the sum of Adjusted Gross Receipts) in any Monthly Accounting Period, the amount of the Net Operating Loss shall be carried forward and applied against future Net Operating Profits. If during any Monthly Accounting Period, there are no Net Operating Profits, (the deficit, if any, of Adjusted Gross Receipts less the Direct Operating Expenses), Centerplate shall accrue any such deficit until the next Monthly Accounting Period when sufficient Net Operating Profits are available to pay Centerplate any amounts due. However, at the conclusion of each quarter during the Contract Year, any such deficit (Net Operating Loss) shall be reimbursed to Centerplate, payable within thirty (30) days.

5.5 Monthly Statements and Payments to Client. Within twenty-five (25) days after the end of each Monthly Accounting Period, Centerplate shall deliver to Client a statement (the "Monthly Statement") setting forth in detail, in such format and with such supporting documentation as has been agreed in advance by the Parties, all Adjusted Gross receipts collected (or credited) and all Direct Operating Expenses and Base Management Fee paid to Centerplate during such Monthly Accounting Period.

5.6 Right of Offset. At any time when the Client is over thirty (30) days past due on any obligation to Centerplate, Centerplate shall have the right to offset, from any Net Operating Profits from the Food Services, or from any other sums owed by Centerplate to the Client, all or any portion of such outstanding receivables and obligations; provided, however, Centerplate first provides Client with written notice of such overdue obligation.

5.7 Working Capital. Centerplate shall furnish its own working capital sufficient to cover

the inventory, petty cash, accounts receivable, start-up expenses and tills adequate to serve the patrons at the Facility and is entitled to reimbursement of (but not advances against) Direct Operating Expenses only when actually paid.

5.8 Operating Budget. Within thirty (30) days of the date of the Effective Date, Centerplate shall submit to the Client for its approval the initial operating budget for the first Contract Year. At least sixty (60) days before the beginning of each anniversary thereafter, Centerplate shall prepare and submit to the Client for the Client's review and approval a proposed, good faith annual operating budget for the upcoming Contract Year, listing all projected Adjusted Gross Receipts and Direct Operating Expenses by category. Within thirty (30) days following its receipt of a draft operating budget from Centerplate, Client shall notify Centerplate of any changes Client desires to have made to the operating budget. Thereafter, Centerplate and Client shall discuss in good faith the incorporation of the changes requested by Client into the final operating budget. Centerplate shall deliver the final operating budget to Client, which shall be consistent with Client's suggested changes, within thirty (30) days after receiving Client's comments on the operating budget. Centerplate may at any time submit to the Client for its approval amendments to the annual operating budget to reflect unanticipated revenues, expenses or other changes. The Client shall not unreasonably condition, delay or withhold its approval.

Centerplate shall be solely responsible for collection of all revenues and charges resulting from Food Services by Centerplate and for the payment of all sales and/or use taxes applicable thereto to the appropriate governmental authority. As such, Centerplate shall collect all proceeds from the operation of the Food Services under this Agreement and maintain accurate records and reports with respect to such proceeds (categorized into such categories as Centerplate may reasonably require) and deposit such proceeds on a daily basis into such account(s) as Centerplate may require. In so doing, Centerplate shall institute such security, inventory, and control procedures customary in the industry. Within twenty-five (25) days after the end of each of Centerplate's Monthly Accounting Period, Centerplate shall transmit to the Client the Net Operating Profits for the preceding Monthly Accounting Period. Notwithstanding the foregoing, the Client acknowledges and agrees that Centerplate shall be entitled to off-set the Client's outstanding accounts receivable, if any, from the Net Operating Profits otherwise due the Client under Section 4 until such time as the total outstanding accounts receivable is paid in full.

The above commercial terms are predicated upon the right to dispense, and sell to the public, alcoholic beverages at any and all Events at the Facility. Therefore, in the event the provision of Food Services at any Event in which alcohol is not to be sold significantly reduces Net Operating Profits, the parties will attempt to reach an agreement on a modified commercial terms as it pertains to those events.

SECTION VI REPORTING AND RECORD KEEPING

6.1 Maintenance of Records. Centerplate shall establish and maintain an accounting system for its operations at the Facility in accordance with generally accepted accounting practices, as are customary in the industry, consistently applied, and Centerplate shall maintain books and records for its operations hereunder for a period of three (3) years after the end of the Term. Upon reasonable notice during the Term, and for a period of three (3) years thereafter, Client, at its expense, may cause its designated accountants to audit and copy all sales records retained by Centerplate pertaining to operations at the Facility.

6.2 Accounting Systems. Centerplate shall use such inventory control systems, cash registers, sales slips, invoicing machines and other automatic accounting equipment as is customary in the industry and Centerplate's other recreational services accounts to record Adjusted Gross Receipts. Client shall have the right, if possible, to access the automatic accounting system to obtain data respecting Adjusted Gross Receipts. Upon reasonable notice (30 days shall be deemed reasonable), all sales records of Centerplate relating to the Facility shall be subject to inspection by Client, its officers, employees and representatives, during such hours that the Facility is operating or during regular business hours. Any such inspection shall be made so as not to interfere with Centerplate's business.

SECTION VII OPERATING STANDARDS

7.1 Product and Service Quality. All Food Products sold or kept for sale by Centerplate at the Facility shall conform to all applicable federal, state, county and city food laws, ordinances and regulations. All services provided to patrons at the Facility shall be of high quality, in accordance with the standards of the industry, and Centerplate shall implement and enforce appropriate rules and regulations to ensure that its employees conform to the service standard required hereunder.

7.2 Operating Control. Centerplate shall present to Client the menus and the prices to be charged for all Food Products to be sold by Centerplate at the Facility at least fourteen (14) days prior to the adoption of such menus and prices. Centerplate shall have the right to make interim menu and price changes (including, without limitation, menu deletions), subject to Client's reasonable prior approval. Client shall not unreasonably withhold or delay its approval of the menus, prices and changes to menus and prices submitted by Centerplate. In the event that Client fails to deliver to Centerplate in writing (email to suffice) its approval or denial of the menus, prices or changes to menus and prices submitted to Client within seven (7) days after such submission, Client shall be deemed to have approved them. Nothing in this Agreement shall be deemed to give Client the right to require Centerplate to operate the Food Services in a way which is inconsistent with customary and reasonable practices in the food service industry or to provide Food Products or Food Services below reasonable and customary prices.

7.3 Pricing Standard. The prices for all Food Products sold at the Facility shall be commensurate with prevailing prices at comparable facilities in the Franklin and Nashville, Tennessee area. In determining the prices to be charged, and in resolving any disputes, which may arise between the parties with respect to pricing, the parties shall look to prevailing prices charged at such facilities. On a case by case basis, at the request of either Party, the Parties shall meet and discuss, in good faith, any permanent or single Event pricing adjustments.

7.4 Subcontractors. Centerplate may hire subcontractors, provided that any subcontractor shall be subject to Client's reasonable approval, which approval shall not be unreasonably withheld or delayed.

7.5 Concession Branded Foods and Sponsorship Agreement. As used herein, "Branded Foods" shall mean Food Products which are advertised, marketed and sold outside the Facility in regular retail outlets to the general public under the same brand name by which the Food Products are offered for sale inside the Facility. Client may have entered and may in the future enter into Sponsorship Agreements which may include product availability rights at the Facility. Centerplate shall sell Branded Foods when required by the terms of a Sponsorship Agreement entered into by Client so long as (i) the cost, quality, sales price and other similar terms of sale of such Branded Foods are at least comparable to other competing products selected by Centerplate for sale at

the Facility, and (ii) such Branded Foods are reasonably available in quantities needed for the Food Services and retail services, pursuant to this Agreement. Any payments made by the supplier for the right to have such Branded Foods sold at the Facility shall be retained by the Client and shall not be included in Adjusted Gross Receipts, for purposes of this Agreement. Centerplate shall not at any time offer an exclusive right to any supplier of food, beverage or retail products without the prior written approval of Client. Centerplate shall not offer for sale any Branded Foods which directly compete with Branded Foods that are the subject of a Sponsorship Agreement. Centerplate shall not be required to incur any out-of-pocket expense in connection with Branded Foods, including without limitation, the cost of fitting out space or purchasing equipment in connection with any Branded Foods and shall have the right to deduct any franchise or any other fees and charges required to be paid to the sponsor from Adjusted Gross Receipts. Centerplate's obligations under this section are subject to Centerplate's right to sell off any existing inventory of other brands.

7.6 Facility Operations. Centerplate shall operate all Food Services and sell all Food Products in a manner consistent with other venues of similar location and scale and will adhere to the key performance standards as set forth and defined in the attached Exhibit D which shall be incorporated herein.

SECTION VIII USE OF PREMISES

8.1 Occupancy and Enjoyment of Food Service Premises. For and in consideration of the foregoing, Client shall permit Centerplate to occupy, operate and quietly enjoy the Food Service Premises without unreasonable interference or molestation of any kind from Client or any other person claiming by, through, from or under Client.

8.2 Access to Client's Premises. In addition to the right to occupy and operate the Food Service Premises, Centerplate and its agents, employees, suppliers and other persons necessary for Centerplate to render the services contemplated herein shall have access to additional areas of the Facility as necessary or appropriate to provide such services, subject to such reasonable regulations as Client may adopt with respect to such access. Without limiting the generality of the foregoing, Centerplate's agents, employees, suppliers and other persons necessary to its operations shall be entitled to free admission to the Facility through a reasonably convenient entrance designated by Client, use of restrooms, changing rooms and like areas, and access to the areas where Food Products are to be sold. Client shall provide parking spaces sufficient for Centerplate's employees at no charge (solely as necessary for work purposes). Centerplate shall comply with all applicable Government Regulations and the obligations to provide the services hereunder. Centerplate shall not use or occupy nor permit any of its subcontractors, employees, agents or representatives to use or occupy any part or item of the Food Service Premises or Facility Goods for any unlawful or prohibited business, use or purpose, nor for any business, use or purpose which is hazardous, nor for any purpose nor in any manner which is in violation of any present or future government regulations.

8.3 Inspection. Client shall have access to the Food Service Premises as needed, including, without limitation, for the purpose of inspection, provided that such access and inspections do not unreasonably interfere with Centerplate's operations.

8.4 Third-Party Catering. (a) With respect to any catering at the Facility that in any way utilizes the Food Services Premises or Food Goods that is not serviced by Centerplate, Client shall ensure the third-party caterer to (i) provide indemnification in favor of Client and Centerplate, (ii)

name Client and Centerplate as an additional insured on the comprehensive general liability insurance required to be maintained by the third-party caterer, (iii) deliver certificates of insurance to Client and Centerplate at least seven (7) days prior to the event, and (iv) the third-party caterer carry insurance coverages at least equal to the insurance coverages set forth in Section XIV hereof.

(b) Client shall ensure that Client and any third-party caterer comply with all licenses and permits required for the lawful operation of catering at the Facility. Client shall ensure that Client and any third-party caterer comply at all times with restrictions, rules and conditions of all such licenses and permits, including with Centerplate's licenses and permits.

(c) Client shall provide Centerplate with reasonable notice of all catering events not serviced by Centerplate to be held at the Food Service Premises and shall ensure that an such catering events do not interfere with or disturb Centerplate's right and ability to prepare for and service Events (as necessary, both before and after each specific Event date) at the Facility.

(d) After each catering event not serviced by Centerplate, Client, at Client's sole expense, shall cause or ensure that the Food Service Premises and / or the Facility goods utilized by Client or third party caterer on behalf of Client are returned to Centerplate in substantially the same condition prior to such use. This responsibility shall include maintaining such areas and equipment in an orderly, clean, neat, hygienic, safe and sanitary condition, consistent with prevailing industry standards for similar venues and in accordance with all Government Regulations,

SECTION IX OPERATING RESPONSIBILITIES

9.1 Cleaning. Centerplate shall be responsible for daily maintaining in an orderly, clean, neat, hygienic, safe and sanitary condition, consistent with prevailing industry standards for similar venues and in accordance with all Government Regulations: (i) all nonpublic areas of the Facility used by Centerplate, including food preparation areas, tabletops, bars and countertops, commissary areas and the areas behind the bars and any concession stands; (ii) all Facility Goods (including vending machines, stands, kiosks, vending carts and tables, and pushcarts) located in the Food Service Premises; (iii) all uniforms used by Centerplate's employees when providing service. Client shall clean all other areas of the Facility premises daily, including all areas which are accessible to the public.

9.2 Utilities. Client shall furnish and pay for all public and private utility services which may be required in connection with Centerplate's operations under this Agreement, including, without limitation, electricity, hot and cold water, sewer and gas, and shall pay all taxes, levies and other charges which may be imposed in connection with the use of such utilities. Centerplate shall use its commercially reasonable efforts and shall use its commercially reasonable efforts to cause its employees, to engage in prudent energy management and conservation practices with respect to utilities.

9.3 Security. Client shall be responsible for providing and bearing the cost of adequate security at the Facility, including the Food Service Premises. Client shall be responsible for public order and safety and shall have the responsibility to eject persons from the Facility as necessary.

9.4 Trash Removal. Client shall pick up and dispose of all trash generated from operation of the Food Services.

9.5 Cooperation. The parties shall use reasonable efforts to cooperate with one another to maximize the Adjusted Gross Receipts from the Food Services hereunder.

SECTION X LICENSES AND COMPLIANCE

10.1 Centerplate's Licenses and Permits. As Direct Operating Expenses, Centerplate shall obtain and shall maintain throughout the Term of this Agreement, all licenses and permits required for its operations hereunder. Centerplate shall comply at all times with restrictions, rules and conditions of all such licenses and permits. Client shall observe all rules and regulations pertaining to such licenses and permits and cooperate with Centerplate as necessary to avoid any loss, restriction or suspension thereof.

10.2 Liquor Licensing. Centerplate shall be responsible, as a Direct Operating Expense, to obtain and maintain any necessary liquor licenses and permits for Events. Client shall observe all rules and regulations pertaining to such license and cooperate with Centerplate as necessary to avoid any loss, restriction or suspension thereof. Centerplate shall not be obligated to serve alcoholic beverages to any person believed by any employee of Centerplate to be under the legal age to consume alcohol, and shall have the right, as a condition of the serving of any alcoholic beverage, to require proof of age from any person requesting such service. Further, Centerplate shall have the right to refuse service of alcoholic beverages to any person who its employees believe to be intoxicated or otherwise impaired. Centerplate and Client shall cooperate with each other as necessary to accomplish the foregoing.

10.3 Alcoholic Beverage Sales. Any provision in this Agreement that conflicts with this sub-section, all rules and regulations issued by the State of Tennessee Alcohol Beverage Commission, or any other applicable statutes, rules and regulations governing the sale of alcoholic beverages (collectively, "Alcoholic Beverages Regulations") shall not be applicable to the sale and service of alcoholic beverages by Centerplate. Except as otherwise provided in this sub-section, with respect to each Event at which it provides Food Services, Centerplate shall have the right, subject to all applicable Alcoholic Beverages Regulations, to make decisions and determinations in its reasonable discretion, regarding: (i) policies and procedures pertaining to alcoholic beverage sales and service to customers at Facility (including (A) limiting the number of alcoholic beverage vendors that may be present at any particular Event; (B) limiting the number of alcoholic beverages that may be sold in one (1) transaction; (C) requiring that such vendors require presentation of photo-identifications from customers and that they check the age identification of purchasers of alcoholic beverages; (D) requiring that such vendors receive special training relating to the sale and distribution of alcoholic beverages; and (E) restricting the times during which alcoholic beverages may be sold in connection with any particular Event, with the exception of Last Call which shall be set by the Client); and (ii) requiring and maintaining a liquor law approved alcohol awareness training program, provided any related costs and expenses shall be considered Direct Operating Expenses. Subject to applicable Government Regulations, the decision to serve or refuse to serve alcoholic beverages to any particular individual or group of individuals at Events at which Centerplate provides Food Services shall be the sole responsibility of Centerplate. Client shall provide specification for containers for serving of alcohol within commercial reasonable standards.

10.4 Restrictions of Alcohol Sales. Notwithstanding the foregoing, Client shall have the right at any time, in its sole discretion, with respect to any Event, to (i) immediately terminate or suspend alcoholic beverage sales and service; and (ii) restrictively modify the alcoholic beverage sales programs, policies and procedures applicable to such Event, at all times subject in the case of

this clause (ii) to the programs, policies, and regulations established by Centerplate except as may be otherwise required by the Alcoholic Beverages Regulations for the service and sale of alcoholic beverages in general.

10.5. Alcohol Violations. (a) Centerplate shall pay any costs and expenses (including legal fees and expenses) associated with defending any alcohol violation (i.e., any written or oral notice from any state or municipal liquor authority that alleges, with respect its operation of the Food Services at or around Facility, a violation of (i) the liquor laws or regulations applicable to the Food Services at Events; or (ii) the terms and conditions of its liquor licenses applicable to the sale of alcohol at or around Facility) at Events; including any payment pursuant to a judgment or settlement. Such costs and/or expenses shall not be considered Direct Operating Expenses except to the extent such violations are caused solely by the negligence or willful misconduct of Client.

10.6 With respect to Client's maintaining of its own liquor license for non-Event purposes, Client shall comply with all Alcoholic Beverages Regulations as required. Client shall, at its own expense, be responsible for any costs and expenses (including legal fees and expenses) associated with defending any alcohol violations levied against Centerplate (i.e., any written or oral notice from any state or municipal liquor authority that alleges, with respect to any non-Event or other activity or thing at the Facility where Centerplate is not engaged and does not provide Food Services, including any payment pursuant to a judgment or settlement) where Centerplate is not engaged at the Facility to provide Food Services.

SECTION XI FUNDING BY CENTERPLATE

11.1 Centerplate Funding.

(a) Centerplate shall invest an amount not to exceed One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000) (the "Investment"). The Investment shall be used as follows:

The Investment shall be used for Centerplate's start-up and pre-opening expenses in connection with the operation of the Food Services herein and for improvements to the Food Service Premises, including, without limitation, renovations, changes, and/or modifications to improve the Food Service Premises and the purchase Facility Goods, all in accordance with the mutual written agreement of the Parties, acting reasonably and in good-faith. Each expenditure by Centerplate pursuant to this Section XI shall be referred to as an "Investment Expenditure."

(b) Centerplate will be repaid by Client by amortizing each Investment Expenditure monthly on a straight-line basis over seven (7) years each such period to commence on the later of: (i) the date Centerplate incurs the expense for such Investment Expenditure; and (ii) the date of the first public event at the Facility during the Term. If the Investment Expenditure relates to Facility Goods to be installed at the Facility, Centerplate may begin the amortization for such Investment Expenditure on the date of installation of such item, rather than the date it incurs the expense.

(c) All costs associated with acquiring the tangible Facility Goods to be purchased with the Investment shall be borne by Centerplate as part of the Investment. Title to all such tangible Facility Goods shall remain in Centerplate, until the Investment Expenditures are fully amortized, or until payment of the amount required to be paid by Client pursuant to Section 11.2. When the Investment Expenditures have been fully amortized, or payment of the amount required to be paid by Client pursuant to Section 11.2 has been made, title to all Facility Goods shall

immediately vest in Client. Centerplate shall take any action necessary to facilitate a clean transfer of title to Client.

11.2 Early Termination. If this Agreement expires or is terminated by either party, at any time, with or without cause, including, but not limited to, the causes described in Sections XVI and XVII hereof, prior to Centerplate's complete amortization of the Investment Expenditures, Client will pay Centerplate an amount equal to the unamortized portion of such Investment Expenditures, in accordance with Section 17.5(a) before Centerplate is required to vacate the Food Service Premises. Notwithstanding anything to the contrary contained herein, solely in the event of a material uncured (or incurable) breach by Centerplate, the result of which is the early termination hereof, Client may, at its election, in lieu of immediate repayment of the unamortized portion of the Investment Expenditures, repay the same in full prior to the date that is six (6) months post-termination. In the event of a material uncured (or incurable) breach by Centerplate, Centerplate shall be required to vacate the Food Service Premises immediately absent Client's written permission to the contrary.

11.3 Security Interest.

(a) To secure the Client's payment of the Investment Expenditures due Centerplate under this Agreement, Client assigns and pledges to Centerplate, and grants to Centerplate a security interest (the "Security Interest") in the Facility Goods which Centerplate has purchased and may in the future purchase pursuant to this Section XI, and in all substitutions and replacements of the Facility Goods and all proceeds thereof, including, without limitation, insurance proceeds (collectively, the "Collateral"). Client agrees promptly to execute and to deliver to Centerplate, and authorizes Centerplate to execute, file and deliver, at any time or from time to time, such instruments and documents, including, without limitation, one or more financing statements, continuation statements or amendments thereto for filing pursuant to the Uniform Commercial Code or other notices appropriate under applicable law in form and substance satisfactory to Centerplate as Centerplate may deem necessary or desirable, to perfect or otherwise protect the Security Interest granted hereunder or to enable Centerplate to enforce its rights and remedies under this Agreement with respect to the Collateral. All rights of Centerplate with respect to the Collateral and all obligations of Client with respect to the Collateral shall be absolute and unconditional irrespective of any exchange, release or non-perfection of any Collateral or any other circumstance which might otherwise constitute a defense available to, or a discharge of, Client.

(b) Client will keep the Collateral free and clear of all security interests, liens and encumbrances, except those security interests which are junior to the Security Interest.

(c) Client will not change its legal name, its type of organization, or the state of its organization without providing Centerplate with 30 days prior written notice.

(d) If this Agreement is terminated for any reason and any amounts of Investment Expenditures remain owing to Centerplate under the terms of this Agreement, Centerplate may exercise and enforce any and all rights and remedies available upon default to a secured party under the Uniform Commercial Code, including, but not limited to, the right to take possession of any Collateral, proceeding without judicial process (without a prior hearing or notice thereof, which Client expressly waives), and the right to sell, lease or otherwise dispose of any or all of the Collateral, and in connection therewith, Centerplate may require Client to make the Collateral available to Centerplate, and if notice to Client of any intended disposition of Collateral or any other intended action is required by law in a particular instance, such notice shall be deemed

commercially reasonable if given at least ten (10) calendar days prior to the date of intended disposition or other action. The foregoing rights shall be in addition to Centerplate's rights to exercise or enforce any or all other rights or remedies available to Centerplate by law or agreement against the Collateral, against Client or against any other person or property. In the event Centerplate enforces its rights under this subparagraph (d), Client shall reimburse Centerplate for all costs and expenses incurred by Centerplate in such enforcement, including reasonable attorneys' fees, the Security Interest shall secure the payment of such costs and expenses, and Client shall be responsible for any deficiency, or be entitled to any surplus, remaining after the application of the proceeds of disposition of the Collateral hereunder.

SECTION XII CONCESSION PREMISES

12.1 Facilities to be Provided by Client. Client shall make available to Centerplate at the Facility on the commencement date of Centerplate's operations hereunder and throughout the Term, the Food Service Premises in good order and repair and in compliance with all building and other codes.

12.2 Repairs and Maintenance. Client shall timely make and pay for all repairs to the Facility, all equipment, fixtures and furnishings therein (including Facility Goods) and all utility systems serving the Facility, whether required by normal wear and tear or otherwise, so as to permit Centerplate to operate in an efficient and sanitary manner.

12.3. Food Service Premises. Except as otherwise provided herein, Centerplate shall, as a Direct Operating Expense, be responsible for keeping and maintaining in good order, condition and repair, consistent with prevailing industry standards for similar venues and in accordance with all Government Regulations, the Food Service Premises and all of its Facility Goods.

SECTION XIII EMPLOYEES

13.1 Staffing. As Direct Operating Expenses, Centerplate shall employ a manager to supervise Centerplate's operations at the Facility. The manager shall be on-site at the Facility when Events which require Centerplate to provide Food Services are taking place at the Facility. Centerplate shall also employ sufficient qualified staff in accordance with industry standards to perform the Food Services described in this Agreement, considering seasonal fluctuations in demand. All employees or concession workers handling or selling alcoholic beverages shall be required to go through an applicable liquor law approved training program. Centerplate shall at all times remain fully responsible for all acts and omissions of its employees, agents, vendors, contractors, subcontractors and their representatives. Centerplate's employees and subcontractors will submit to security checks and screenings to the extent required by Client. If Client notifies Centerplate in writing (email to suffice) of a reasonable objection to any of Centerplate's employees, including the on-site manager, Centerplate shall have thirty (30) days in which to cure the deficiencies noted by Client, solely to the extent such deficiencies are curable. If such deficiencies have not been cured to Client's reasonable satisfaction within such thirty (30) day period, the assignment of such employee to the Facility shall be discontinued and a suitable person shall be substituted by Centerplate as soon as practicable. Prior to Centerplate's appointment of a General Manager, Centerplate shall provide Client with information pertaining to the background and educational and work experience of the proposed General Manager and consult with the Client prior to the appointment. The foregoing notwithstanding, Client's right to require replacement of a Centerplate employee, and Centerplate's obligation to comply with any such requests shall be

subject to restrictions imposed upon Centerplate by any federal, state or local statute, law, code, regulation or ordinance or by any collective bargaining agreement. Client agrees not to hire or otherwise engage the services of Centerplate's General Manager during the Term and for a period of one year following termination of this Agreement; provided that Client will not be precluded from (a) making any general solicitation for employment by use of advertisements in the media that are not specifically directed at Company's General Manager or (b) soliciting or hiring Company's General Manager who was last employed by Company not less than one (1) year prior to the date of such solicitation or hiring. Client agrees that such employees have acquired special knowledge, skills and contacts as a result of being trained by Centerplate. If Client hires or otherwise engages the services of any such employee, directly or indirectly, during the restricted period, the parties agree that Centerplate will suffer damages which will be difficult to calculate. Therefore, the parties agree that in such event, Client will pay Centerplate, as liquidated damages, an amount equal to three times the Base Management Fee made by Client to Centerplate for the previous 12-month period, or, if this Agreement has been in effect for less than a 12-month period, three times the average monthly Base Management Fee made by Client to Centerplate during the period that this Agreement has been in effect, multiplied by 12. This Section will survive the termination of this Agreement.

13.2 Equal Opportunity and Affirmative Action Employer. Neither Party shall discriminate because of race, color, religion, sex, age, national origin, disability, sexual orientation, genetic information, veteran status, or any other basis protected by applicable law, in the recruitment, selection, training, utilization, promotion, termination, or other employment related activities concerning the Food Services employees. Each Party affirms that it is an equal opportunity employer. The staffing, promotion, placement or assignment of employees who work on this account must be done without any preference or limitation based on race, color, religion, sex, age, national origin, disability, sexual orientation, ancestry, citizenship, pregnancy, marital status and gender identity, genetic information, veteran status, or any other basis protected by applicable law. This obligation applies to the recruitment, selection, training, utilization, promotion, termination or other employment-related activities concerning Centerplate's employees. Under no circumstances shall Centerplate permit a request or suggestion by a client to place a particular employee in an account to override Centerplate's non-discrimination policy.

In addition, Centerplate affirms that it is an affirmative action employer. With respect to this Section 13, as Direct Operating Expenses, Centerplate shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, Executive Order 11246; Rehabilitation Act of 1973; Vietnam Era Veterans Readjustment Assistance Act of 1974; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans With Disabilities Act; and any additions or amendments thereto.

13.3 Uniforms. As Direct Operating Expenses Centerplate shall provide uniforms for its employees as mutually agreed upon by the parties; provided that Client shall determine any marks/logos embodied on the uniforms.

13.4 Status of Centerplate's Employees and Subcontractors. Centerplate's employees and subcontractors shall not receive nor have any rights or claims to any employee benefit programs provided by Client to its employees. Centerplate shall ensure that before it allows any employee or subcontractor to perform any work on its behalf in connection with this Agreement, it obtains a written acknowledgement from such employee or subcontractor that he or she understands and agrees that (i) he or she is not an employee of Client nor entitled to any employee benefits from Client; and (ii) all claims of any kind, whether statutory or sounding in contract or tort, shall be

against Centerplate only. For clarity, Centerplate's employees and subcontractors shall not have any claim under this Agreement or otherwise against Client for workers' compensation, unemployment compensation, sick leave, vacation pay, pension or retirement benefits, Social Security benefits or any other employee benefits, all of which shall be the sole responsibility of Centerplate. Centerplate shall be responsible for payment of all taxes and insurance applicable under existing laws in connection with Centerplate's employees and subcontractors and Centerplate shall be solely responsible for compliance with all tax, insurance, and labor laws applicable to Centerplate's employees and subcontractors in connection with this Agreement. Centerplate shall be fully responsible to Client for performance of this Agreement, regardless of whether it chooses to render performance through employees, through subcontractors or otherwise.

SECTION XIV INSURANCE

14.1 Coverage. Each party agrees to maintain insurance policies protecting its property and interests at the Facility covering the following risks in the following minimum amounts:

- (a) Workers' Compensation Insurance - amount required by State law.
- (b) Comprehensive General Liability Insurance - \$2,000,000 per occurrence.
- (c) Automobile Liability Insurance - \$1,000,000 combined single limit bodily injury and/or property damage.

In addition, each Party shall purchase Dram Shop Liability Insurance (liability for the service of intoxicating beverages), with a coverage limit of Five Million Dollars (\$5,000,000) per occurrence, and Client shall maintain standard broad form property insurance insuring the Facility and its contents (including, without limitation, the Facility Goods) against all loss or damage for the full replacement cost thereof, with Centerplate as loss payee on the Facility Goods.

14.2 Additional Provisions. Each party shall name the other as an additional insured, as its interest may appear, on the policies set forth in Section 14.1. Each policy shall provide for thirty (30) days prior written notice to the other party of any cancellation or change in such policy. Certificates of insurance shall be provided upon request.

14.3 Property Insurance. Client shall maintain, or cause to be maintained, a system of coverage (either through purchased insurance, self-insurance, or a combination thereof) to keep the buildings, including the Premises, all property contained therein and Client's other property insured against loss or damage by fire, explosion or other cause normally covered by special causes of loss form and builders risk property insurance policies.

SECTION XV INDEMNIFICATION

15.1 Indemnification by Centerplate. Centerplate shall indemnify, defend, save and hold Client, Client's affiliates, and each of their respective, direct or indirect, owners, members, partners, affiliates, principals, directors, officers, employees, contractors, licensees, invitees, representatives and agents (collectively referred to as the "Client Indemnitees") harmless from, and against any liability for any third party claims and actions by any third-party (including any employees, agents, invitees, licensees, vendors and contractors of Centerplate, and customers,

fans and others in Facility, and any other persons served by Centerplate), for or on account of any liabilities, claims, actions, expenses (including attorneys', consultants', professionals' and experts' fees and costs) where and to the extent such liabilities, claims, actions or expenses are: (i) caused by the negligence or willful misconduct of Centerplate, its officers, directors, employees, vendors, contractors, agents, representatives or any other person or entity subject to Centerplate's control; (ii) caused by any breach by Centerplate of any representation, warranty, covenant or provision of this Agreement; (iii) the result of the occupancy, use or maintenance of, or activity upon or involving, the Food Services Premises or the Food Goods by Centerplate, its employees, agents, representatives or any other person or entity subject to Centerplate's control; (iv) the result of any misrepresentation, defect or adulteration of any Food Products sold or distributed by Centerplate in the course of providing the Concession Services; or (v) related to alcoholic beverage sales or service provided by Centerplate (except to the extent those occurrences caused by actions or omissions of Client).

15.2. Indemnification by Client. Client shall indemnify, defend, save and hold Centerplate, Centerplate's affiliates and each of their respective, direct or indirect, owners, affiliates, directors, officers and employees (collectively referred to as the "Centerplate Indemnitees") harmless from and against any liability for any third party claims and actions by Client or any third-party (including any employees, agents, invitees, licensees, vendors and contractors of Client, and customers, fans, and other in Facility, and any other persons served by Client) for or on account of any liabilities, claims, actions, expenses (including reasonable outside attorneys', consultants', professionals' and experts' fees and costs) where and to the extent such liabilities, claims, actions or expenses are (i) caused by any breach by Client of any representation, warranty, covenant or other provision of this Agreement; or (ii) caused by the negligence or willful misconduct of Client or any of its affiliates or any other person or entity subject to Client's control, or any of their officers, directors, employees, agents, representatives; (iii) the result of the occupancy, use or maintenance of, or activity upon or involving, the Food Service Premises or Food Goods by Client, its employees, agents, representatives or any other person or entity subject to Client's control; (iv) the result of any misrepresentation, defect or adulteration of any Food Products sold or distributed by Client, its employees, agents, representatives or any other person or entity subject to Client's control; (v) related to alcoholic beverage sales or service provided by Client (except to the extent those occurrences caused by actions or omissions of Client)

15.3. Limitations of Indemnities. Nothing in contained in Sections 15.1 or Section 15.2 above, however, shall be deemed to impose liability on a Party to indemnify the other Party to the extent that the loss or damages were caused solely by: (i) the indemnified Party's negligence or willful misconduct; or (ii) the indemnified Party's breach of this Agreement. The indemnifying party shall not be liable for any loss resulting from an indemnifiable action to the extent any such amount has actually been recovered pursuant to any policy of insurance less any premium increases or out-of-pocket costs incurred in connection with the recovery of such amounts unless the applicable insurance policy prohibits or restricts the foregoing.

15.4 Consequential Damages. In no event shall either Party be liable for consequential, indirect or incidental damages (including punitive damages), even if such Party has been advised of the possibility of such damages in advance.

SECTION XVI CONTINGENCIES AND CONDEMNATION

16.1 Failure to Perform Excused. Neither party hereto shall be liable to the other party for any nonperformance, in whole or in part, of its non-monetary obligations under this Agreement caused

by the occurrence of any contingencies beyond the reasonable control of such party, including but not limited to declared or undeclared war, sabotage, pandemic, insurrection, riot, or other acts of civil disobedience, acts of a public enemy, strikes, labor disputes, acts of third parties not within the control of the party whose performance is affected, shortages of fuel, failures of power, accidents, fires, explosions, floods or other acts of God (a "Force Majeure Event"). A Force Majeure Event shall include any event or occurrence that causes a materially adverse effect on the underlying understandings and assumptions that have formed the basis of this Agreement which has or may result in: (a) closure of the Facility to the general public for an extended period of time, (b) the reduction in Facility attendance capacity by an applicable government rule or order in an amount equal to or greater than fifty percent (50%) for Events, and/or (c) an adverse impact on Centerplate's supply chain necessary for performance.

16.2 Damage or Destruction. If the Facility is damaged by fire or other casualty, Client will, within thirty (30) days, notify Centerplate in writing of the time necessary to repair such damage. The estimate of such repair time shall be certified by Client's architect, engineer or contractor. If such notice indicates that repair of all such damage will not be completed within sixty (60) days from the date of such damage, Centerplate will have thirty (30) days from the date of such notice within which to terminate this Agreement. Centerplate shall give written notice of any such termination to Client.

16.3 Other Contingencies. If any other contingency described in Section 16.1 shall prevent the performance of Centerplate's services or substantially reduce the level of use of such services for a period exceeding one hundred eighty (180) consecutive days, either party shall have the right to terminate this Agreement by written notice to the other at any time after the expiration of such 180-day period; provided that prior to the effectiveness of such early termination, the parties agree to meet and negotiate in good faith an extension of the Term an amount of time equivalent to the time period during which Centerplate's services are unable to be performed. .

16.4 Condemnation.

(a) Full Taking. If all or substantially all of the Facility is taken for any public or quasi-public use under any applicable laws or by right of eminent domain, or is sold to the condemning authority in lieu of condemnation, then this Agreement will terminate as of the date that the condemning authority takes physical possession of or title to the Facility, whichever first occurs.

(b) Partial Taking. If only part of the Facility is thus taken or sold, which eliminates Client's ability to host Events at the Facility, then, Centerplate may terminate this Agreement. Such termination must be exercised by written notice to Client given not later than sixty (60) days after Centerplate is notified of the extent of such taking. It shall be effective as of the date that the condemning authority takes physical possession of or title to the applicable portion of the Facility, whichever first occurs.

(c) Awards. Notwithstanding any rights of Client to compensation for or in lieu of condemnation or taking, Centerplate may proceed against the condemning authority for a separate condemnation award for any losses occasioned by such condemnation, whether incurred for expenses or income prior to or subsequent to the commencement thereof, together with its relocation costs.

SECTION XVII
TERMINATION

17.1 When Terminated. Unless sooner terminated or extended as provided in this Agreement, this Agreement shall terminate at the expiration of the Term.

17.2 Termination for Cause. If a material representation or warranty of either party in this Agreement is false or misleading in any material respect, or if either party breaches a material provision of this Agreement ("Cause"), the non-breaching party shall give the other party written notice of such Cause. If such Cause is not remedied within ten (10) days after receipt of such notice, in the case of failure to make any payment due, or thirty (30) days after receipt of such notice, in the case of any other Cause (unless, with respect to those Causes which cannot be reasonably corrected or remedied within such thirty (30) day period, the breaching party shall have commenced to correct or remedy the same within such thirty (30) day period and thereafter shall proceed with all due diligence to correct or remedy same), the party giving notice shall have the right to terminate this Agreement upon the expiration of such ten- or thirty-day period. For avoidance of doubt, and notwithstanding anything to the contrary contained herein, Centerplate's failure to provide any Food Services for an Event at the Facility shall be deemed a material incurable breach.

17.3 Cessation of Operations. In the event that Client fails for any reason other than a Force Majeure Event, at any time during the Term hereof, to hold an Event at the Facility for a period in excess of one hundred eighty (180) days, Centerplate shall have the right to terminate this Agreement upon written notice to Client.

17.4 Impairment of Client or Collateral. In the event either (i) Client transfers any of the Collateral (as defined in Section 11.3(a)), except as provided by this Agreement or consented to by Centerplate in writing, (ii) Client voluntarily files, or has filed against it involuntarily, a petition under the United States Bankruptcy Code, or (iii) Client is dissolved or liquidated, Centerplate shall have the right to terminate this Agreement upon written notice to the Client.

17.5 Rights and Duties Upon a Termination. The following provisions shall apply in the event of a termination of this Agreement for any reason whatsoever, including the expiration of the Term:

(a) Amortization. In the event that Centerplate has not fully amortized the Investment pursuant to Section XI, Centerplate shall submit to Client a statement of the total amount outstanding and Client shall pay such amount to Centerplate within thirty (30) days after receipt of such statement, but in no case after Centerplate's last day of operation at the Facility. .

(b) Final Accounting. Centerplate shall deliver to Client, within thirty (30) days after the date of termination, a final accounting setting forth all commissions due to Client, and shall remit to Client all amounts owed to Client, after setting off any amounts owed by Client to Centerplate.

(c) Delivery of Premises. After Centerplate has been paid any amount owing to it pursuant to subsection (a) above, Centerplate shall remove its property from the Facility and shall deliver to Client the Food Service Premises and all property thereon belonging to Client, including the Facility Goods.

(d) Other Remedies. Centerplate shall have the right to enforce its rights under Section 11.3(d) of this Agreement and to pursue any other remedies available under applicable law, subject to Section 20.6 hereof.

SECTION XVIII NOTICES

18.1 Requirements for Notice. All notices required by this Agreement, including any notice as to changes of address, shall be in writing (email to suffice where noted) and shall be delivered personally, or by overnight courier, registered or certified mail, return receipt requested, or confirmed facsimile to:

If to Client: Graystone Quarry Music, LLC
4525 Graystone Quarry LN
Franklin, TN 37064
Attention: Rick McEachern

With a copy to: Keller Turner Andrews & Ghanem, PLLC
20 Music Square West, Suite 200
Nashville, TN 37203
Attention: Jason L. Turner, Esq.

If to Centerplate: Volume Services, Inc.
d/b/a Centerplate
Attention: Senior Vice President - Operations
9801 Washingtonian Boulevard, Suite 1131E
Gaithersburg, Maryland 20878

With a copy to: Volume Services, Inc
d/b/a Centerplate
Attention: Law Department
9801 Washingtonian Boulevard
Gaithersburg, Maryland 20878

18.2 When Given. Notices complying with the requirements of Section 18.1 shall be deemed given on the date delivered, in the case of personal delivery, overnight courier or confirmed facsimile, or three (3) days after deposit in the mails, in the case of delivery by mail.

SECTION XIX ASSIGNMENT AND BINDING EFFECT

19.1 Assignment. Neither party may assign its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other party, which consent may not be unreasonably withheld.

19.2 Binding Effect. Subject to Section 19.1, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

SECTION XX MISCELLANEOUS

20.1 Entire Agreement. This Agreement constitutes the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes all previous

communications, representations, agreements, promises or statements, whether oral or written, by any party or between the parties, including, without limitation, any requests for proposals, proposals, or similar or related documents.

20.2 Modification. No modification of any of the terms or conditions of this Agreement shall be effective unless such modification is expressed in writing and signed by the party against whom enforcement of such modification is sought.

20.3 Headings. The section headings in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

20.4 Waiver. The failure of either party to exercise any right under this Agreement on one or more occasions shall not constitute a waiver of such right or any other right hereunder.

20.5 Relationship of Parties. Centerplate is an independent contractor. Nothing herein shall be construed to create a partnership, joint venture or agency relationship between the parties.

20.6 Remedies. Except for the limitations set forth in Section 20.6 above, no remedy provided herein shall be exclusive of any other remedy provided in this Agreement or by law, but each shall be cumulative and in addition to every other remedy.

20.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without giving effect to its conflicts of laws rules.

20.8 Trade Secrets and Proprietary Information. During the term of this Agreement, Centerplate may grant to the Client a nonexclusive right to access certain proprietary materials of Centerplate, including, menus, recipes, signage, food service survey and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed by Centerplate) and similar compilations regularly used in Centerplate's business operations. The Client shall not disclose any of Centerplate's trade secrets or other confidential information, directly or indirectly, during or after the term of this Agreement. The Client shall not photocopy or otherwise duplicate any such material without the prior written consent of Centerplate. All trade secrets and other confidential information shall remain the exclusive property of Centerplate and shall be returned to Centerplate immediately upon termination or expiration of the Agreement. Without limiting the foregoing, the Client specifically agrees that all software associated with the operation of the Services, including without limitation, menu systems, food production systems, accounting systems, and other software, are owned by or licensed to Centerplate and not the Client. Furthermore, the Client's access or use of such software shall not create any right, title interest, or copyright in such software, and the Client shall not retain such software beyond the termination or expiration of the Agreement. Any signage or trademark proprietary to Centerplate shall remain the exclusive property of Centerplate and shall be returned to Centerplate immediately upon termination or expiration of the Agreement. In the event of any breach of this provision, Centerplate shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. This provision shall survive termination of the Agreement.

20.9 POS/Cash Registers. The Client shall provide, at its expenses, a dedicated network segment with necessary to support all applicable Services that utilize point-of-sale systems ("POSS"), technologies, including but not limited to, POS equipment, kiosks, an unattended self-checkout devices and terminals. Centerplate will cooperate with the Client and a mutually agreed provider of point of sale system to timely transition to the new POSS environment on

the date selected by the parties upon their mutual agreements, acting in good faith, which is currently anticipated to be on or about August 1, 2021 ("Go Live Date"). Client shall provide Centerplate with access to POSS for Centerplate to process patron transaction. In addition, the Client shall provide Centerplate with a suitable and appropriate environment and utility service (e.g. heat, air conditioning, etc.) as reasonably required for the operation of POSS. Centerplate will obtain, store, utilize, process and transmit data processed through the Client provided POSS in accordance with applicable laws and Payment Card Industry Data Security Standards ("PCI Standards"). The Client shall, upon reasonable notice, allow Centerplate and its internal auditors to access Client's information technology network and technical resources to the extent required to comply with the applicable PCI Standards and to validate such compliance in accordance with the guidelines set forth by Centerplate's acquiring bank. In accordance with the Agreement, Centerplate shall serve as merchant of record ("MOR") for all payment card transactions initiated by Centerplate for its Food Services at the Facility.

The Client represents and warrants that it shall provide sufficient numbers of POSS at the Facility for Centerplate to provide its Food Services to the patrons at the Facility as per the Agreement. The Client and Centerplate shall mutually agree to isolate the POSS transaction data from other traffic on the Client's network, including the infrastructure hardware (e.g. firewall, switches, etc.) to create a virtual Local Area Network. At no cost to Centerplate, the Client shall provide the information technology network infrastructure necessary to operate the POSS that is effective and customary in the foodservice industry and similar venues. The Client and Centerplate acting in good faith and using reasonable commercial efforts shall make their subject matter experts available as needed, to work with the installation and implementation of the POSS and with the on-going maintenance and correction of any technical issues with the POSS. The POSS and any integrated forms of order entry shall adhere to industry standards and the Client acting in good faith shall seek and adhere to Centerplate's reasonable input, insight and direction regarding the POSS.

In the event of a breach caused by the Client (by act or omissions), the Client shall take the steps reasonably necessary to investigate and rectify the incident, including but not limited to indemnify, defend, and hold harmless Centerplate as set forth in this Agreement. In the event the Client does not take sufficient steps to rectify any incident, Centerplate shall have the right to step in and take any appropriate actions to ensure all cyber and payment processing environment is in compliance with PCI Standards. Any reasonable expenses incurred by Centerplate to remediate the POSS shall be billed to the Client for payment.

The Client shall defend, indemnify and hold Centerplate harmless for any amount sought, demanded, or taken directly or indirectly from or by payment card brands (e.g. Visa, MasterCard, American Express, etc.), acquiring banks, issuing banks, and/or any payment card processor for assessment, fees, fines, penalties, operational reimbursement losses, card reissuance costs, or other amounts demanded as damages, compensation, or any other form of losses allegedly arising out of a data security or privacy incident.

20.10 Material Change Event. Client and Centerplate acknowledge that (a) Centerplate cannot control material changes in Client's policies and practices and service requirements (including a reduction of the scope of services and/or closure), (b) disturbances affecting the service of operation at the Facility (other than same caused by or resulting from Centerplate's action), (c) the impact of acts of God, world, national or regional economic conditions, implementation of legislation or other legal requirements, or pandemic (each, a "Material Change Event" and collectively, "Material Change Events") may have on annual visitors, guests and patrons on

Client's Facility, as outlined herein, and annual Adjusted Gross Receipts therefrom. Therefore, Client and Centerplate agree that in the event of the occurrence of a Material Change Event that adversely affects the annual number of visitors, guests and patrons on Client's Facility, Premises and Adjusted Gross Receipts so that Centerplate is materially and adversely affected financially, limiting the ability of Centerplate to continue operations and services at Client's Facility, Client and Centerplate shall consult and negotiate in good faith, fair and equitable revisions and/or adjustments to some or all of the business, financial and economic terms of the Agreement.

20.11 Changes in Policies and Practices. Client recognizes that the Centerplate's financial commitment and the financial structure of the Agreement are based upon certain projected business activity information which was communicated to Centerplate by Client including (i) the number of Events, visitors, guests, patrons and sales by location at the Facility, (ii) the condition of the Food Service Premises in the operation of the food and beverage and retail services, and (iii) availability of the Food Service Premises for the food and beverage and retail services driven by the Client's policies, practices or service requirements (collectively "Projected Business Activity"). If there are changes in Client's service requirements (including changes in the scope of service) or if there are material deviations from the Projected Business Activity, Client and Centerplate shall consult and negotiate in good faith, a fair and equitable revisions and/or adjustments to some or all of the business, financial and economic terms of the Agreement.

20.12 Dispute Resolution. If a dispute should arise between the Parties with respect to their obligations hereunder or the interpretation of this Agreement, prior to the commencement of any legal action, the Parties agree to meet and confer in good faith on all matters of common interest on all controversies, claims or disputes ("Dispute") which materially affect the performance of either Party under this Agreement. As soon as a Dispute is recognized by either Party, such Party shall communicate the substance of the Dispute to each Party's primary contact. Once a Dispute has been raised, the primary contacts shall make all reasonable efforts to reach a resolution within two (2) weeks after the Dispute has been identified. If the Dispute cannot be resolved between the Parties' respective primary contacts, then the Parties shall submit such matters to their respective executive management, who shall make all reasonable efforts to reach a resolution within thirty (30) days after the Dispute has been referred to them. The foregoing, however, shall not prevent or limit either Party's right to apply to a court of competent jurisdiction for a temporary restraining order, preliminary or permanent injunction, or other similar equitable relief.

20.13 Confidentiality. The terms and conditions of this Agreement are confidential. Client and Centerplate represent and warrant to each other that each Party shall maintain the confidentiality of the terms and conditions of this Agreement, however, such restriction shall not prohibit either Party from disclosing the existence of the relationship, term of this Agreement or the projected sales volume related to the terms of this Agreement. Additionally, the Parties agree to maintain in confidence all Confidential Information obtained pursuant to this Agreement, except to the extent that a proposed disclosure of such information or terms is required by law or is authorized in advance by the other Party. If either a receiving Party is required to disclose any terms or conditions of this Agreement or any Confidential Information by law, the receiving Party shall provide immediate notice to the disclosing Party and shall, if possible and if time permits, give the disclosing Party the opportunity to determine a way to maintain such information in confidence while still allowing the receiving Party to comply with applicable law. For purposes of this Agreement, "Confidential Information" shall mean all information concerning the products, concepts, aesthetic designs, marketing plans, technology, intellectual property, financial budgets, schedules, employees, plans, reports and analyses, and information, business and operating plans (including, without limitation, all personnel handbooks and guidelines), recipes and

formulas, security logistics and operations, and other information delivered by one Party to the other, including but not limited to the terms of this Agreement and all attachments hereto and their terms and conditions and any other information: (i) not generally known by the public; or (ii) marked "confidential" by a Party hereto; of (iii) becoming known solely by carrying out the terms of this Agreement.

20.14 Electronic Signatures. The Parties agree that this Agreement and subsequent Amendments may be executed using electronic contracting technology using symbols or other data in digital form and agree that such electronic signature is the legal equivalent of a manual signature binding the Parties to the terms and conditions stated herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

Volume Services, Inc.
d/b/a Centerplate

By:



Name: STEVE PAMBOURN

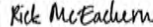
Title: CEO

Date: 03/26/2021

Graystone Quarry Music, LLC

By:

DocuSigned by:



Name: Rick McEachern

Title: President/owner

Date: 3/26/2021

Exhibit A Facility on Event Days

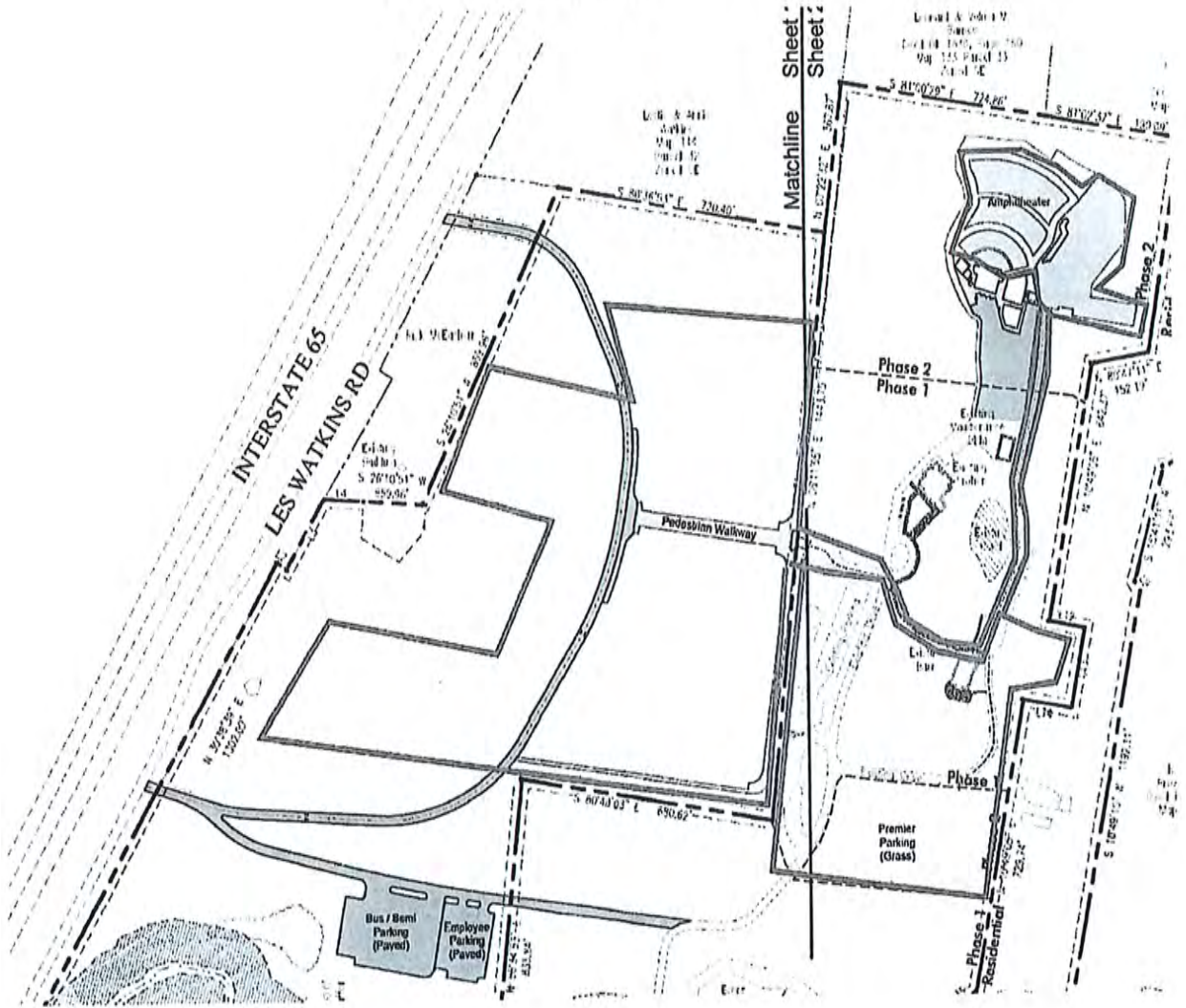


Exhibit B
Food Service Premises

The Food Service Premises includes the following:

Three (3) Buildings in the upper concession area
One (1) additional covered pad for servicing
Three (3) Under Riser Concessions
One (1) Parking Lot Concessions/Food Prep Building
As a portion of the parking lot warehouse building, (1) Set of offices for three
Additional Permanent or temporary structures designed for food preparations or sales on Events
at the Facility
As a portion of the current back of house warehouse building, storage space

At the agreement of the parties for Private Catering Events, Food Service Premises will include
Facility areas not designated in Exhibit A.

Exhibit D
Key Performance Indicators ("KPIs")

Client and Centerplate shall review KPIs not less than annually as part of the budgeting process, outlined in Section 5.8 of the Agreement, to ensure no material changes in operations or events require edits and / or modifications thereto. If requested by either Party, Centerplate and Client shall meet, from time to time, at reasonable times and frequencies, to discuss any change in the KPIs or to address, and if applicable, adjust one or more aspects of the food service operation. Failure to reasonably adhere to KPIs will prompt a management review between parties and action plan to get KPIs back to targets. Failure to meet deficient KPI over a sustain period of six (6) months shall constitute a breach of contract.

KPI#1: Maintaining adequate POS Locations and Staff

Centerplate shall maintain a staffed and trained personnel at Point-of-Sale locations at an attendance ratio of not less than 90:1 ("Venue Ratio Threshold") over the course of a calendar year. For purposes of determining whether the Venue Ratio Threshold has been achieved, less than 90:1 would mean fewer than 90 attendees per Point-of-Sale. This Point-of-Sale Staffing Ratio is to be tracked and reported through food and beverage night of show recap provided by Centerplate to Client in a form mutually agreed in writing by Centerplate and Client.

KPI#2: Maintaining adequate staffing for Food Service Operations

Centerplate will maintain adequate fixed and variable staffing for the Food Service Operations. Ratio of personnel to fans TBD.
Centerplate to provide adequate training to personnel, the costs of which shall be benchmarked with similarly situated Centerplate venues and similarly situated Live Nation venues.

KPI#3: Maintaining costs of operations

Centerplate will manage the cost of food and beverage operations to maintain industry competitive ratios with comparable event facilities and will not enter into any food procurement agreements that negatively affect food cost without meaningful consultation with Client.

Operating costs to be benchmarked against similarly situated Centerplate venues and similarly situated Live Nation venues.

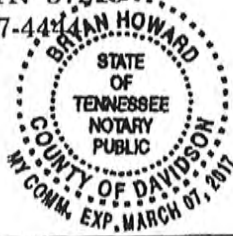
KPI#4: Profitability

Centerplate will manage costs to deliver base program profitability as outlined in its annual budget derived with the Client as noted in Section 5.8 of this Agreement. The Operating Budget will outline key revenue and expense items that will be managed by Centerplate and reviewed regularly.

Pick Up

THIS DOCUMENT PREPARED BY:

Bryan Howard
2319 Crestmoor Road
Nashville, TN 37215
(615) 627-4444



STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration for this transfer is NONE.

Nancy McEachern

Affiant

Subscribed and sworn to before me, this 21st day of April, 2015.

Bryan Howard

Notary Public

My Commission Expires: _____

Address of new owner:

Send Tax Bills to:

Map-Parcel Numbers

Nancy McEachern, Trustee
3866 Somers Lane
Thompson's Station, TN 37179

SAME

Parcel 2.02
Map 144

QUITCLAIM DEED

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, Rick McEachern, hereinafter called the Grantor, do hereby remise, release and quitclaim unto Nancy McEachern, Trustee of the Event Land Trust dated April 21, 2015, and to her successors in trust, hereinafter called the Grantee, and the Grantee's successors, heirs and assigns, all of the Grantor's right, title and interest in a certain tract or parcel of land in the State of Tennessee, being more particularly described on Exhibit A attached hereto and incorporated herein by reference.

EXHIBIT A
Legal Description

That certain tract or parcel of land in Williamson County, State of Tennessee, described as follows, to-wit:

Lot 1, as shown on the Final Plat for Graystone Quarry, recorded as Book #P61, Page #95, Register's Office for Williamson County, Tennessee.

Being the same property conveyed to Rick McEachern, by deed from Rick McEachern and Nancy McEachern Trustees of the McEachern 2000 Revocable Trust, of record in Book 6431, page 651, Register's Office for Williamson County, Tennessee.

BK: 6431 PG: 654-656
15014964

3 PGS:AL-QUITCLAIM DEED	
380051	
04/21/2015 - 03:11 PM	
BATCH	380051
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	17.00

STATE OF TENNESSEE, WILLIAMSON COUNTY
SADIE WADE
REGISTER OF DEEDS



DATE: August 2, 2021

TO: Beer Board

FROM: Andrew Mills, Town Attorney
Micah Wood, Planning Director

SUBJECT: Item 2 – Special Permit for Whiskey Odyssey

Whiskey Odyssey, LLC request a Special Permit for an event for a multiday bicycle tour of Middle Tennessee whiskey distillery to be based in Sarah Benson Park. The request provides for a Whiskey Festival consisting of whiskey samples served by distillery representatives, along with food trucks, and live entertainment. The event is proposed for May 20-22, 2022. The Parks Board approved the event for Sarah Benson Park, subject to approval by the Beer Board along with any contingencies or conditions placed on the event as part of the Special Permit process.

The request meets the requirements of Title 8, as revised, of the Town Code for a Special Event Beer Permit.

Recommendation

Staff recommends that the Beer Board approve the Special Permit with the following contingencies:

1. Applicant must maintain an insurance policy acceptable to and approved by Town Staff and name the Town as an additional insured on said policy.
2. Applicant must provide a parking and traffic mitigation plan to the Town at least thirty (30) days prior to the event, and the Applicant will accept reasonable recommendations to said plan from the Town.

Attachments

Whiskey Odyssey Permit Application

TOWN OF THOMPSON'S STATION PARKS EVENT PERMIT

Phone: (615) 794-4333
 Fax: (615) 794-3313
 www.thompsons-station.com



1550 Thompson's Station Road W.
 P.O. Box 100
 Thompson's Station, TN 37179

Applicant Information:

Name:	Event Directors: Austin Render & Mollie Hanrahan
Signature:	<i>Austin Render Mollie Hanrahan</i>
Organization:	Whiskey Odyssey, LLC
Phone:	Austin Render: 502-386-6233 Mollie Hanrahan: 502-744-7111
Email:	Austin Render: Austin@WhiskeyOdyssey.com Mollie Hanrahan: Mollie@WhiskeyOdyssey.com
Park:	<input checked="" type="checkbox"/> Sarah Benson Park <input checked="" type="checkbox"/> Preservation Park <input checked="" type="checkbox"/> Heritage Park

Project Information:

Description of Event:	Whiskey Odyssey is a three-day bicycle tour of Middle Tennessee's whiskey distilleries and scenic backroads. Each day begins with various road and gravel riding options beginning and ending in the town of Thompson's Station. The day's ride is followed by a whiskey festival each evening consisting of bourbon samples served by distillery representatives, delicious food provided by local food trucks and food caterers, and regional bands, all highlighting the unique and flavorful culture of Tennessee and its rich distilling heritage.				
	ROUTE SCHEDULE Friday: Casual Ride in the Evening Saturday: Routes Open from 7am - 6pm Sunday: Routes Open from 7am - 4pm	FESTIVAL SCHEDULE Friday: 5pm - 9:30pm Saturday: 5pm - 9:30pm Sunday: No festival			
Event Date with specific Times:	May 20, 2022: Rider Check-in begins at 3pm. Evening Festival: 5pm-9:30pm. May 21, 2022: Routes Open from 7am - 6pm. Evening Festival: 5pm - 9:30pm May 22, 2022: Routes Open from 7am - 4pm. Event Ends at 6pm				
Estimated Participants:	<input type="checkbox"/> Under 75 Individual Participants <input checked="" type="checkbox"/> 75 + Individual Participants (<i>Parking and Traffic Control Plan is required with this application</i>)				
Description of all Event Equipment:	TENT RENTALS Dining Tents Tasting Tents General Purpose Tents Tables & Chairs	ADD'L RESOURCES Electrical Generators Potable Water Tanks Add'l stage setup & audio Will Utilize Existing Pavilions	WASTE SERVICES Portable toilets Handwashing Stations Daily Trash Service Recycling Receptacles	GENERAL EVENT LOGISTICS Box trucks Storage Receptacles Security Services First Aid Locations	FOOD & BEVERAGE Food trucks On-site Catering Equip.
EVENT POLICIES <ul style="list-style-type: none"> • No permanent changes to the Park allowed. • The Park shall be fully cleaned after the Event by the Event organizers. The Town reserves the right to bill the applicant if additional cleaning is necessary. 		TOWN APPROVALS FEE PAID: <input type="checkbox"/> 1. Insurance _____ 2. Town Staff Review _____ 3. Parks Board Approval _____			
CONDITIONS/NOTES:		Please see Whiskey Odyssey Proposal Document attached with Traffic Control Plan Included.			

Board of Mayor and Aldermen,

Please consider this request, on behalf of Whiskey Odyssey, LLC (a Tennessee limited liability company), to receive a Special Events Permit, from the town of Thompson's Station, in order to host an event and serve alcohol in Thompson's Station on May 20-22, 2022.

Whiskey Odyssey ("event"), is a multi-day bicycle tour and whiskey festival hosted at Sarah Benson Park and Preservation Park, as approved by the Thompson's Station Parks Board on June 1, 2021.

The event is an exploration of Middle Tennessee's distinctive distilleries and beautiful backroads, in which participants pedal down winding byways and pass through charming towns. Each day is capped off with a top-shelf whiskey celebration in Williamson County, Tennessee.

This event does not permit the consumption of alcohol during the bicycling portion of the event. The event is not a "booze cruise" nor a "party on wheels." We ride bikes by day, then celebrate Tennessee's whiskey heritage in the evening.

Whiskey Odyssey is brought to life by the team who created the [Bourbon Burn](#) — a bike and bourbon adventure in Lexington, Kentucky, with participants from across the nation. And while our team is familiar with the various laws and regulations governing the sale, consumption, and distribution of alcohol in Kentucky, Thompson's Station, TN is a new market to us. As such, our team engages the legal counsel of a regional law firm, as well as the guidance of the Tennessee Whiskey Guild, to ensure we are operating fully within state and local law and regulation.

Registration for this event includes, in addition to the bicycle event component, all whiskey and beer samples provided by the participating distillery/brewery partners. Therefore, the samples, tastings, and congratulatory pours are not complimentary or free.

Below please find a description of the planned extent and scope of alcohol use during the event. Please note that we have withheld some of our Personal Identifiable Information, and we are happy to provide that information to you in a separate, more secure fashion.

Thank you for your time and consideration.

Kind regards,

Austin Render & Mollie Hanrahan
Founders of Whiskey Odyssey

Description of Extent & Scope of Alcohol Use during Whiskey Odyssey

1. Whiskey & Beer Tastings

- a. Friday & Saturday, May 20 & 21, 2022, 5pm - 9pm
- b. Tennessee distillery representatives present at event headquarters to facilitate tastings for participants.
 - i. Tastings included in event registration.
 - ii. Tasting volume to consist of no more than allowed by applicable Tennessee state law and municipal regulations.
- c. The event is working with the Tennessee Whiskey Guild (in process of becoming an official TWG event).
 - i. The Guild has requested that the event invite all twenty-seven TN whiskey distilleries.
 - ii. Event will likely split the distilleries between each night. E.g. Fourteen on Friday night, and thirteen on Saturday night. Or vice versa.
- d. Distilleries are each allowed a 10x10 tent within which to facilitate tastings.
- e. Event plans to highlight local breweries as part of the tastings provided.
 - i. 2-3 local breweries will be invited to offer samples of product.
 - ii. Tasting volume to consist of no more than allowed by applicable Tennessee state law and municipal regulations.
 - iii. Tastings included in event registration.
- f. The event may utilize redeemable punch cards to limit the number of samples served to each participant.

2. Welcome Sample

- a. Event check-in to begin Friday afternoon.
- b. Welcome sample pour available to each participant.
 - i. Friday 3pm-5pm.
 - ii. Included in event registration.

3. Cash Bar

- a. Cash bar available on Friday and Saturday evening 5pm-9pm.
 - i. Will offer beer, wine and TN whiskey for purchase.
 - ii. To be facilitated by local catering company.

4. Congratulatory Beer at Finish Line

- a. At the end of each day of riding (Saturday and Sunday), the event plans to have a beer sponsor pouring congratulatory samples of beer. Not to exceed 12oz. or amount allowed by TN state law and local regulation.
 - i. Saturday, 3pm - 7pm.
 - ii. Sunday, noon - 3pm.
 - iii. Limit one per rider.
 - iv. Included in event registration.

5. Ticketed VIP Experiences

- a. Event may offer separate ticketed "VIP Experiences."
 - i. These are in addition to registration.
- b. Limited number of tickets (25-50) available to registered riders.
- c. These are special, exclusive, intimate interactions with the whiskey brands.
- d. Example: Tastings of rare, vintage, or limited release products.
- e. Occurs between 5pm-9pm.
- f. One experience per night
- g. Sample size limited to state and local regulation.
 - i. Included in purchase of a separate VIP Experience ticket.

6. Bottle Sherpa Service

- a. Coordinated by the event staff at the various on-route distilleries, the event's staff will organize and transport to the event venue (Thompson's Station) all purchases made by participants.
- b. This is a complimentary service that is provided by the event staff after the point of sale at each participating distillery.

7. Complimentary Shuttle Service

- a. Event will offer a complimentary shuttle service to various local partner hotels and accommodations

8. Additional Transportation Option

- a. Event plans to partner with various ride-share companies to provide an alternative means for departing the event grounds.

Please submit any questions or concerns to austin@whiskeyodyssey.com.

A more complete synopsis of the event can be found attached to this letter below.

**TOWN OF THOMPSON'S STATION
BEER BOARD APPLICATION
AND
RULES AND REGULATIONS FOR PERMIT HOLDERS**

NOTICE: A non-refundable Two Hundred Fifty (\$250.00) Dollars fee must accompany this application. If the application is approved, you are required to provide documentation of sales tax registration to the Town within ten (10) days of approval. Any applicant making false statements in this application shall forfeit the permit and shall not be eligible to receive any permit for a period of ten (10) years.

An annual privilege tax of One Hundred (\$100.00) Dollars is imposed on the business of selling, distributing, storing or manufacturing beer in this state each January 1 annually. Any holder of a beer permit issued after January 1 shall pay a pro rata portion of this annual tax when the permit is issued. Failure to pay the annual privilege tax will result in a revocation proceeding. The annual privilege tax is payable to the Town of Thompson's Station and should be received not later than January 10 of each year and should be mailed to:

City Recorder
Town of Thompson's Station
P.O. Box 100
Thompson's Station, Tennessee 37179

RULES AND REGULATIONS:

1. An off-premises permit holder shall sell beer only in commercially sealed containers. The presence of a non-commercially sealed container within an area of the off-premises permittee's premises is prohibited. Presence of a non-commercially sealed or unsealed container within the off-sale premises used by the public creates a presumption the permittee is selling beer for on-premises consumption.
2. Beer shall not be sold through any drive thru or delivery window regardless of the type of permit held.
3. Home delivery of beer is prohibited.
4. In the event of disciplinary proceedings, it shall be no defense that an employee or agent of a permittee acted contrary to order, or that permittee did not personally participate in a violative act(s).
5. The permit holder is responsible to insure knowledge and compliance of all applicable law and rules and regulations.

6. Applicant shall show evidence of lease or ownership of the property where the business will be located. A copy of the lease or deed of ownership shall be attached to the application.
7. Retail permittees shall post conspicuously that sale to under-aged persons is prohibited. When ascertaining the age of a person purchasing or attempting to purchase beer, such shall be by viewing a valid form of identification, e.g. valid driver's license, U.S. Active Military Identification, passport or other photo identification.
8. Permittees shall surrender their permits in person to the Town during the Town's regular business hours immediately following a termination.
9. Each wholesaler, prior to any delivery, shall examine a retailer's permit and verify the retail permit holder is still employed. No delivery shall be made when a permit holder is not employed at the business location.
10. All permit holders must maintain a copy of these rules and regulations and the Town's beer ordinances, as amended, at the business location.

TOWN OF THOMPSON'S STATION

Beer Board Application for Beer Permit
Application Fee Non-Refundable

THIS SECTION FOR CITY USE ONLY:

Date Application File: ___ / ___ / ___ Receipt No. _____	<u>Beer Board Action:</u>	Zoning: _____
Application for: <input type="checkbox"/> On Sale Permit <input type="checkbox"/> Off Sale Permit <input type="checkbox"/> On and Off Sale Permit <input type="checkbox"/> Manufacturer's or Distributor's Permit <input type="checkbox"/> Other: _____	Granted: ___ / ___ / ___ Issued: ___ / ___ / ___ Denied: ___ / ___ / ___ Deferred: ___ / ___ / ___ Withdrawn: ___ / ___ / ___	Map No.: _____ Parcel No.: _____ Beer Board Meeting Date: _____

ANSWER ALL QUESTIONS:

APPLICANT IS SEEKING A PERMIT WHICH WOULD ALLOW THE SALE OF BEER FOR:

- ON-PREMISES CONSUMPTION ONLY (Special Event Permit)
 OFF-PREMISES CONSUMPTION ONLY
 ON AND OFF PREMISES CONSUMPTION

I hereby make application for a permit to sell, store, manufacture or distribute beer or other beverages authorized to be sold, stored, manufactured or distributed under the provisions of Tennessee Code Annotated 57-5-101, et seq., and the Town's Beer Ordinance and the amendments thereto and base my application upon the answers to the following questions:

- Name of Applicant: Austin Render
- Name of the business for which permit is sought: Whiskey Odyssey, LLC
- Address and phone number of the business for which a permit is sought: 502.386.6299
618 Roma Ave. Jeffersonville, IN 47130
- Describe the type of business you will operate: Bike Tour/ Festival
- Will you serve food: Yes No
- Does Applicant hold any other beer permits? Yes No If yes, where: _____
- Will beer be sold at 2 or more restaurants or other businesses within the same building under the same beer permit?
 Yes No If yes, identify each restaurant or business (attach separate sheet if necessary):

Business Name	Location	Seating Capacity	Designated Use

8. Do you have a current health permit issued by the local health department posted on the premises? Yes No

If yes, when does it expire: _____

9. Name(s) of owner of the property: Town of Thompson's Station

Property address: Sarah Benson Park, 1513 Thompson's Station Road W., Thompson's Station, TN

Deed Book and Page No. See attached. Lease Expiration Date: _____

(Attach a copy of the executed lease or recorded deed of ownership hereto)

10. List persons, firms corporations, joint-stock companies, syndicates, or associations having at least a five (5%) percent ownership interest in the applicant. Complete in detail. Attache a separate sheet if necessary. If corporation, give address of applicant's principal place of business.

Name of Individual Applicant Partners, or Officers and Directors	Title Percentage	Home Address and Telephone Number	Date and Place of Birth	Race and Sex	SSN:	U.S. Citizen Y or N
Austin Render	100%	[REDACTED]	[REDACTED]	[REDACTED]	See below	Y
Mollie Hanrahan	100%	[REDACTED]	[REDACTED]	[REDACTED]	See below	Y
We prefer to provide Personal Identifiable Information in a more secure manner.						

11. Previous Address of Applicant: [REDACTED]

12. If Applicant is an individual, give name and date and place of birth of spouse: _____

We prefer to provide Personal Identifiable Information in a more secure manner.

13. If Applicant is a corporation, give name and date and place of birth of any spouse of anyone having a 50% or greater interest in the business corporation or partnership:

Name: _____ Date/Place of Birth: _____

Name: _____ Date/Place of Birth: _____

Name: _____ Date/Place of Birth: _____

14. For corporations that are not publicly traded:

Registered Name of Corporation: Whiskey Odyssey, LLC

Date and Place of Incorporation: 12/19/2019 Tennessee

If foreign corporation, give date of certificate of authority: _____

15. List stockholders having five (5%) percent or more ownership interest in the business: (attach separate sheet if necessary)

Name of Stockholder First Middle Last	%	Home Address and Telephone Number	Date and Place of Birth	Race and Sex	SSN:	U.S. Citizen Y or N
None						

Applicant hereby solemnly swears that each and every statement in the foregoing application is true and correct; that the Beer Board will be notified promptly if there is a change in circumstances that affects the responses provided in this application; that (1) no beer will be sold except at places where such sale will not cause congestion of traffic or interference with schools, churches, or other places of public gathering, or otherwise interfere with public health, safety and morals; (2) no sale shall be made to anyone under twenty-one (21) years of age; (3) no person, firm, corporation, joint-stock company, syndicate or association having at least a five (5%) percent ownership interest in the Applicant has been convicted of any violation of the laws against possession, sale, manufacture, or transportation of beer or other alcoholic beverages or any crime involving moral turpitude within the past ten (10) years; (4) no person employed by the Applicant in such distribution or sale has been convicted of any violation of the laws against possession, sale, manufacture, or transportation of beer or other alcoholic beverages or any crime involving moral turpitude within the past ten (10) years; (5) no sale shall be made for on-premises consumption unless the application and the permit so state; and (6) the Applicant is not a specially designated national and has legal status to hold a permit as any other U.S. citizen might possess.

If any statement herein is false, the Applicant shall forfeit his permit and shall not be eligible to receive any permit for a period of ten (10) years, in accordance with T.C.A. 57-5-105(d).

Sworn to and subscribed before me this 12 day of July, 2021.

Signature of Applicant: 

NOTARY PUBLIC

My Commission Expires: _____

THE APPLICANT HEREBY DESIGNATES THE FOLLOWING PERSON OR PERSONS WHO ARE AUTHORIZED TO RECEIVE THE APPLICANT'S BEER PERMIT, IF GRANTED FROM THE BEER BOARD:

Name: Mollie Hanrahan Title: Co-Founder

Name: Austin Render Title: Co-Founder

Williamson County Property Assessment Database

Property Details for: 1513 THOMPSONS STA RD W

[Back to search results](#) [New Search](#)

County Number 94

Current Tax Year 2021

Property Owner and Address

Owner TOWN OF THOMPSONS STATION
Address PO BOX 100
THOMPSON STA, TN 37179

Property Location

Address 1513 THOMPSONS STA RD W
DI 04 Map 146 Group
Ctrl 146 Parcel 04400 PI SI 000

Value Information

Valuation Year 2011

Market Appraisal

Land Market Value	\$0
Improvement Value	\$0
Total Market Appraisal	\$0

Assessment % exempt
Assessment \$0

General Information

Lot Dimensions 0.0 x 0.0 Legal Acreage 16.8000
Property Class 102 City
City Thompson's Station (718)

Building Information

No buildings on record

Features

No features on record

Sales Information

Sales Date	Price	Deed Book	Deed Page
2008-12-31	\$0		
1993-06-21	\$85,900	1087	30
1984-11-02	\$0	507	80



Event Synopsis for Review by Thompson's Station

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May 20-22, 2022

Whiskey Odyssey is brought to life by the team who created the [Bourbon Burn](#) — a bike and bourbon adventure in Lexington, KY, with participants from across the nation.

Whiskey Odyssey is a three-day bicycle exploration of Middle Tennessee's distinctive distilleries and beautiful backroads, in which participants pedal down winding byways and pass through charming postcard towns. Each day is capped off with a top-shelf whiskey celebration in Williamson County, Tennessee.

This unparalleled event showcases the beauty of Middle Tennessee, its booming whiskey industry and its unbelievable road riding and gravel grinding opportunities. The heritage and hospitality of this region will be on full display, May 20-22, 2022.

Our team is ready. The stage is set. The confirmation of an event venue is all that remains to bring this Odyssey to life for Middle Tennessee. Your community partnership will be a catalyst in this success, while also serving as a significant factor in creating tourism-driven economic impact throughout the communities of Middle Tennessee. Your support extends far beyond this event.



Below you will find an overview of the event format, along with several hypothetical scenarios for the layout, flow, and impact of the event with regard to Thompson's Station. These scenarios are meant to serve as starting points in the discussion with the town and the event organizers, and we emphasize our desire to work with the town to find creative logistical solutions that work well for the town and the event alike.



Ride Bikes.

****We understand that this event impacts the flow of traffic through Thompson's Station, as well as presents parking concerns at the various properties utilized by the event. The Whiskey Odyssey team will work with the town and local law enforcement to identify and mitigate concerns, and we will contract necessary traffic control agencies, as needed, to facilitate the flow of traffic through the community during this event.*

*Based on the selection of the overall event layout, our team has various traffic and parking solutions available to discuss, and we are happy to do so upon request. ****

Whiskey Odyssey bicycle rides will take place on Friday evening and throughout the day on Saturday and Sunday. Each route is a loop that will begin and end in Thompson's Station, and the routes will visit the charming and beautiful countryside of Middle Tennessee.

- On Saturday and Sunday participants will have the choice of various route options: short (20-40 miles), medium (40-60 miles), and long (60-80 miles).
- On Saturday a 100+ mile option will be offered.
- Routes will visit various distilleries throughout the region, including: H. Clark Distillery, Leipers Fork Distillery, George Dickel, and Jack Daniels. Other distilleries might be added during the planning process.
- Support Stops are located every 15-20 miles along the route, which provide riders with hydration and nutrition. Typically located at scenic venues on route.
- Bottle Sherpa Service transports all purchases from distilleries for participants.



The Whiskey Festival & Odyssey Outpost

The Whiskey Festival will take place from 4:30pm - 10pm on Friday and Saturday evening. The whiskey festival encompasses all the happenings that take place each evening after our participants dismount their bikes:

1. Food (5pm - 9pm):

- a. Served via a locally catered meal
- b. Served via local food trucks
- c. Or a mixture of both!
- d. We will likely have a dining tent staged near the food options to allow easy accessibility.

2. Music (5pm - 10pm):

- a. We will hire two bands to play each evening to highlight regional music from Tennessee.
 - i. One early set, one later set each night.
- b. Music will start around 5pm and last through 9:30/10pm.
 - i. We will adhere to all quiet time hours.
- c. We will likely bring in a small stage or utilize infrastructure already available.
 - i. A large setup is not necessary.
 - ii. We envision an intimate, organic music experience.

3. Whiskey & Beer Tastings (5pm - 9pm) :

- a. We welcome Tennessee distillery representatives back to our event headquarters to facilitate tastings for our participants.
- b. Distilleries are allowed a 10x10 tent to facilitate tastings.
- c. We plan to also highlight local breweries in the tasting and have a cash bar on the premises serving beer and cocktails.

Odyssey Outpost serves as the event headquarters for Whiskey Odyssey and is where a majority of the Whiskey Festival will be taking place. Aside from the bike tour and the whiskey festival, there are other necessary components of facilitating the event. Here is a fairly inclusive list of other important event pieces:

1. Participant check-in

- a. A place to welcome our participants
- b. This is where they will pick up their swag bags/t-shirts, etc
- c. Purpose is to gather event information & maps for the weekend.

2. Start/Finish Line:

- a. Although not a race, we like to have a symbolic start/finish line.
- b. Will consist of an inflatable arch, likely with some whiskey barrel decor.
- c. Start/Finish Line proposed locations below.

3. Event Partner Areas:

- a. We have numerous partners for our events.
- b. Certain sections of the park(s) will be utilized for the setup of our partners.
 - i. Rental bike partners
 - ii. Massage Partners
 - iii. Additional vendor tents.

4. Restrooms and Showers:

- a. We will bring in additional restrooms (portable toilets) to help support the impact of our participants.
- b. We will *possibly* bring in a shower truck to allow riders to shower before the festival after a long day on the bike.

5. Event Parking:

- a. We will utilize either Sarah Benson Park and/or Preservation Park for parking.
 - i. We understand the parks cannot be closed down.
- b. We will be sure to account for "local parking" throughout the event weekend.

6. Work Zone:

- a. An area (approximately 1.5 to 2 acres) where our event staff prepares for each day's riding and event logistics. Preferably with access to potable water.

- i. Box truck parking and loading;
- ii. Onsite storage container Wednesday through Monday;
- iii. Peak hours of operation:
 - 1. Friday 2pm-9pm;
 - 2. Saturday 5am-7am, 2pm-9pm;
 - 3. Sunday 5am - 9pm, 2pm-7pm.
- b. Space is off limits to participants and is located out of sight.
- c. Possible Work Zone areas:
 - i. Heritage Park
 - ii. Heritage Elem. and Middle Schools
 - iii. Equine Center
 - iv. Thompson's Station Church parking lot

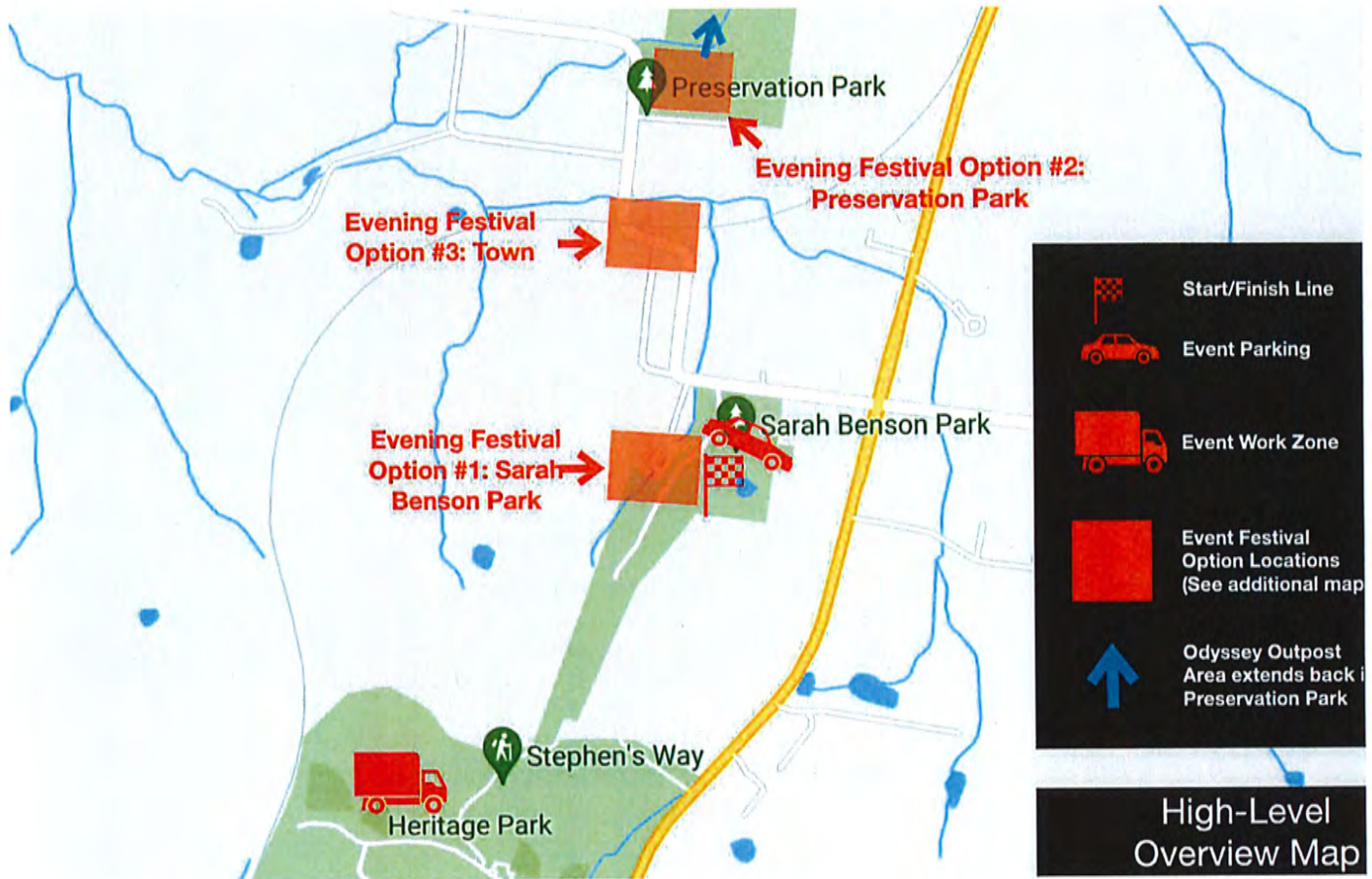
Areas we envision utilizing, assuming we are approved to host Whiskey Odyssey in Thompson Station:

A combination of:

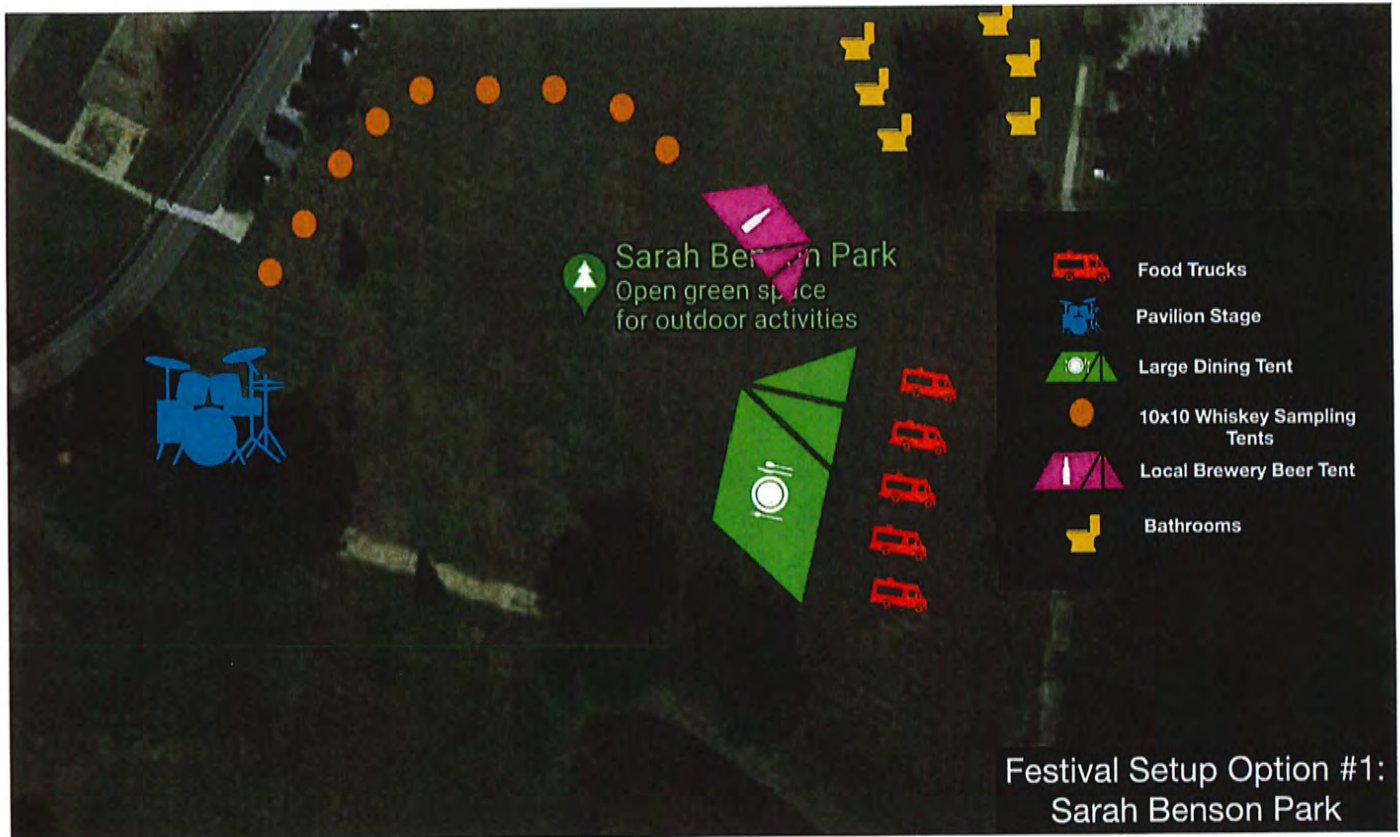
- 1. Preservation Park;
- 2. Sarah Benson Park;
- 3. Heritage Park or Heritage Middle or Elementary Schools for Work Zone;
- 4. And the town of Thompson Station itself including:
 - a. The open area near the caboose, Circa Grill, H. Clark Distillery & Town Hall.

Please note that the plans included in this document indicate parking at Sarah Benson Park and festivities at Preservation Park as one option, but other potential scenarios could lead to swapping the locations of these event pieces. E.g., parking at Preservation Park, and festivities at Sarah Benson Park, etc. In other words, we are flexible and able to craft the event to fit the scenario that works best for the town of Thompson's Station.

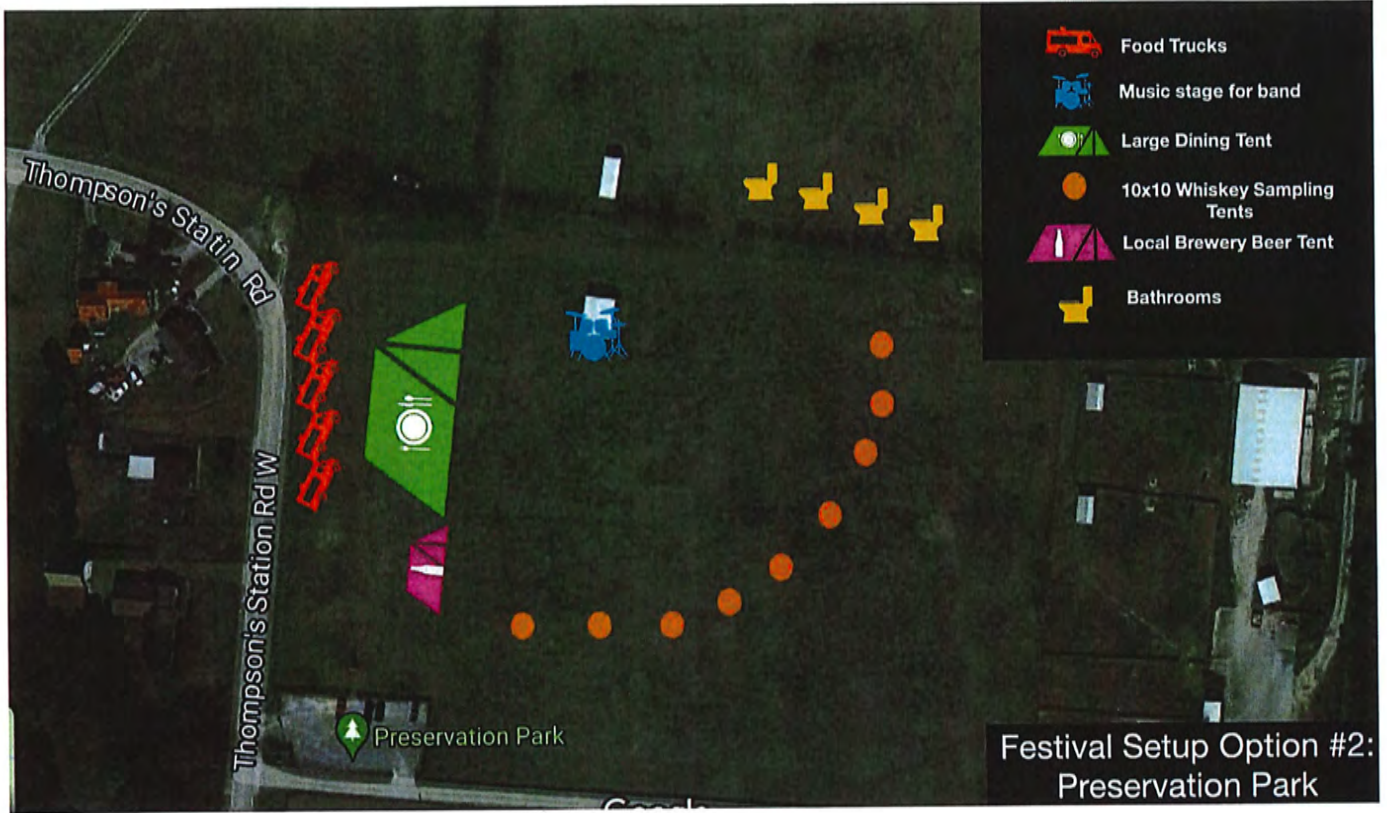
Event Overview Map



Festival Setup Option #1



Festival Setup Option #2



Festival Setup Option #3



Thompson's Station Traffic and Parking Overview

Submitted: May 25, 2021

Draft version 1

Prepared for: Thompson's Station Parks Board

Prepared by: Austin Render & Mollie Hanrahan

Below please find the first draft proposal traffic and parking plan for Whiskey Odyssey 2022. Details of this plan are subject to change pending recommendations from local law enforcement, the Thomson's Station Board of Mayor and Alderman, Thompson's Station Parks Board, Williamson County officials, or other interested parties.

Sarah Benson Park ("SBP"):

1. Organizers would like to utilize SBP as the core of the event. Park would remain open to the public throughout the event. (see accompanying maps below)
 - a. **Parking**
 - i. North end of SBP, near Thompsons Station Road frontage
 1. Within this area will be a designated "front row" parking area for local residents.
 2. Event participants will utilize remaining parking spaces.
 - b. **Start/finish line**
 - i. A portion of the road/driveway in Sarah Benson Park to serve as the official route start/finish line.
 - c. **Evening whiskey festival location**
 1. South end of grassy field
2. South end of SBP access road leading to upper pavilion closed to cars, but remains open to public (pedestrians and bikes only).
3. Possible traffic flow and parking solutions:
 - a. The two-lane SBP driveway to be divided into a one-lane bike/pedestrian lane, and a separate one-lane vehicular traffic lane.
 - b. Vehicular traffic funneled into designated parking areas for general public and event participants at north end of SBP.
 - i. Event participant parking in grassy field at north end of Sarah Benson Park
 - ii. Local parking at existing spots and/or in designated parking area in grassy field at north end of Sarah Benson Park
 - c. WO staff will hire traffic control agency or work with local law enforcement to control traffic.

Town of Thompson's Station and Thompson's Station Road

1. No proposed road closure
2. Whiskey Odyssey will...
 - a. Confer with local law enforcement to determine best practice for controlling flow of traffic through town.
 - b. Hire traffic control personnel to conduct point traffic control at each end of town, along Thompson's Station Road.
 - c. Place "Bikes on road" yard signs along roadside throughout TS.
 - d. Place variable message board signage on each end of town on Thompson's Station Road West, alerting drivers of cycling event.
3. **Proposed scenario 1:**
 - a. Thompson's Station Road West closed to through traffic on Saturday 5/21/22 through Sunday 5/22/22. Local/residential access only.
 - i. Local law enforcement or other hired traffic control in place on each end of town to facilitate flow of traffic and bikes.
4. **Proposed scenario 2:**
 - a. Traffic point control on east and west end of TS helping to facilitate flow of traffic and bikes through town. (See map)
 - i. As bikes exit west from SBP through TS, traffic stopped by law enforcement to allow bikes to exit safely.
 - ii. As bikes return to SBP, traffic stopped by law enforcement to allow bikes to enter park safely.

Event Parking Overview

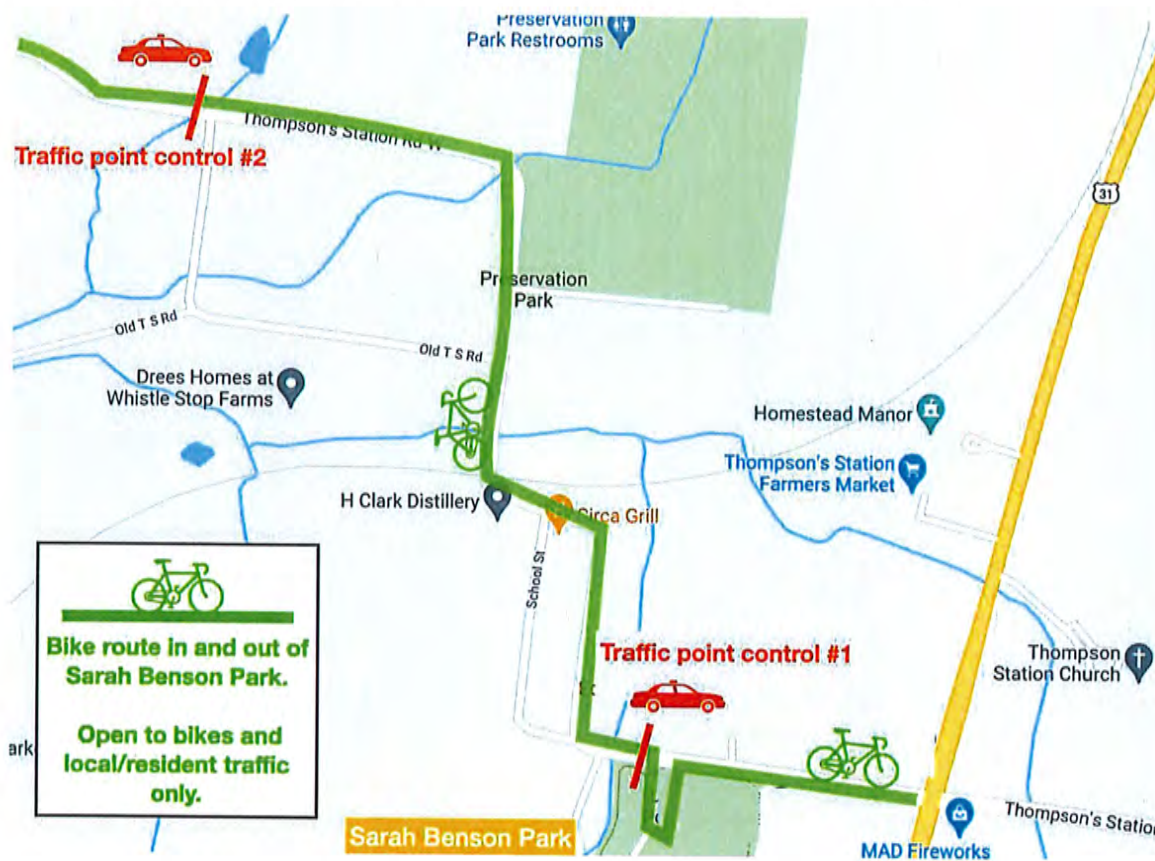


Event Parking and Traffic Control at SBP



- 1. Police performing traffic control. Enter and exit SBP.**
- 2. Lane divided in half. Only bikes on west side of lane. Only vehicles on east side.**
- 3. Parking area entrance. All vehicles enter parking area here.**
- 4. No vehicular traffic beyond this point.**
- 5. Roped off. All vehicles park on east side of line. No parking access via park lane, must enter through #3.**

Bike Route through Thompson's Station



The Whiskey Odyssey Team looks forward to working with the fine folks of Thompson's Station to bring this event to life. We welcome your feedback and input on these initial plans, and we are committed to working with you to determine the best fit for the layout of this event, so as to minimize any impact on the community during this weekend.

Please review and discuss these proposed plans, and feel free to follow up with any questions or concerns that you may have.

Best,

Mollie Hanrahan and Austin Render
Co-founders, Whiskey Odyssey