

AMENDMENT NO. 3

FOOD AND BEVERAGE MANAGEMENT SERVICE CONCESSION AGREEMENT
AT
PEASE GOLF COURSE

Owner: Pease Development Authority ("PDA")
Concessionaire: Galley Hatch Restaurant, Inc. d/b/a Grill 28
Contract Date: April 1, 2009

WHEREAS Galley Hatch Restaurant, Inc. ("Grill 28") assumed the Food and Beverage Service Concession Agreement at Pease Golf Course (the "Agreement") by virtue of an assignment from Galley Hatch Catering Services, Inc. dated March 14, 2012.

WHEREAS Grill 28 has requested an extension and an amendment to the terms of its Agreement and PDA has agreed to the same.

NOW THEREFORE PDA and Grill 28 agree to enter into this Amendment No. 3 to the Agreement subject to the following terms and conditions.

1. Section 1, Paragraph one of Amendment 2 of Agreement is amended to extend the term of the Agreement through October 31, 2019. Grill 28 is also granted one (1) one (1) year option to extend the Agreement through October 31, 2020 which option may be exercised by providing PDA with a least six (6) months advance written notice and subject to Grill 28 not being in default under the terms of the Agreement.

Section 1, Paragraph two of Amendment 2 is deleted in its entirety and will read as follows:

"Notwithstanding the foregoing, Grill 28 may elect to terminate this Agreement after October 31, 2019 upon providing six (6) months advance written notice subject to the condition that the proposed termination date does not occur during Pease Golf Course's peak season defined as May 1 through September 30th of any given year thereafter."

2. Sections 2 and 3 of the Agreement are amended to authorize Grill 28 to adjust menu pricing at the Pease Golf Course Clubhouse periodically subject to PDA's review and approval which approval shall not be unreasonably withheld.

3. Section 5 of the Agreement is amended to set the percentage of Grill 28's gross revenues paid to PDA in accordance with the schedule set forth in Exhibit 1 of this Amendment 3 to the Agreement.

4. All other terms and conditions of the Agreement shall remain in full force and effect and continue to be binding upon the Parties.

In Witness Whereof, PDA and Grill 28 have agreed to the aforementioned amendments to the Agreement made effective November 1, 2015.

Witness: Mark H. Gardner

Date: 10/20/15

Pease Development Authority

David R. Mullen
David R. Mullen, Executive Director

Witness: Andy Pease

Date: 10/20/2015

Galley Hatch Restaurant, Inc.

John Tartios
John Tartios, President

EXHIBIT 1

FEE SCHEDULE

A rate of 16.5% will remain in effect through October 31, 2016. Thereafter the applicable percentage rate will be set at 17% for the remainder of the term of the Agreement, including the Option Year, if exercised.

AMENDMENT NO. 2

FOOD AND BEVERAGE MANAGEMENT SERVICE CONCESSION AGREEMENT
AT
PEASE GOLF COURSE

Owner: Pease Development Authority ("PDA")
Concessionaire: Galley Hatch Restaurant, Inc. d/b/a Grill 28
Contract Date: April 1, 2009

WHEREAS Galley Hatch Restaurant, Inc. ("Grill 28") assumed the Food and Beverage Service Concession Agreement at Pease Golf Course (the "Agreement") by virtue of an assignment from Galley Hatch Catering Services, Inc. dated March 14, 2012.

WHEREAS Grill 28 has requested an extension of its Agreement and PDA has agreed to the same.

NOW THEREFORE PDA and Grill 28 and agree to enter into this Amendment No. 2 to the Agreement subject to the following terms and conditions:

1. Section 1 of the Agreement is amended to extend the term of the Agreement by three (3) years from November 1, 2013 through October 31, 2016. Grill 28 is also granted two (2) one (1) year options to extend the Agreement which options may be exercised by providing PDA with a least six (6) months advance written notice. Paragraph two of Section 1 of the Agreement is deleted in its entirety.

Notwithstanding the foregoing, Grill 28 may elect to terminate this agreement after year two (2) upon providing six (6) months advance written notice subject to the condition that the proposed termination date does not occur during Pease Golf Course's peak season defined as May 1 through September 30th of any given year thereafter.

2. Sections 2 and 3 of the Agreement are amended to authorize Grill 28 to adjust menu pricing at the Pease Golf Course Clubhouse as of November 1, 2013 subject to PDA's review and approval which shall not be unreasonably withheld.

3. Section 5 of the Agreement is amended to incrementally increase the percentage of Grill 28's gross revenues paid to PDA in accordance with the schedule set forth in Exhibit 1 of this Agreement. Payments will continue as scheduled in the Agreement with incremental payment adjustments being applied when gross sales increase from one level to another in the twelve month reporting period ending October 31st. By way of example if gross sales in the year November 1, 2013 through October 31, 2014 equal \$1,650,000 the percentage of gross sales paid to PDA would be calculated as follows:

<u>Gross Sales</u>	<u>Fee%</u>	<u>Commission</u>
0 to \$1,250,000	16.25% (of 1,250,000)	203,125
1,250,001 to 1,500,000	16.50% (of 250,000)	41,250
1,500,001 to 1,650,000	16.75% (of 150,000)	25,125

Under this example in the 11/1/2014 through October 31, 2015 year, the 16.75 % rate would remain applicable from the first dollar earned upward with the result being that once a higher percentage is being applied the prevailing percentage rate will never be lowered but only increase as gross sales increase above the next threshold of \$1,751,000 and so forth seriatim.

4. All other terms and conditions of the Agreement shall remain in full force and effect and continue to be binding upon the Parties.

In Witness Whereof, PDA and Grill 28 have agreed to the aforementioned amendments to the Agreement made effective November 1, 2013.

Pease Development Authority

Witness: Marie S. Alley

David R. Mullen
David R. Mullen, Executive Director

Date: 11/14/13

Galley Hatch Restaurant, Inc.

Witness: [Signature]

John Jones
By: JOHN JONES

Its: PRESIDENT

Date: 11/14/2013

EXHIBIT 1

INCREMENTAL FEE SCHEDULE

A rate of 16.25 % will remain in effect through October 31, 2013. Thereafter the applicable percentage amounts shall be as follows.

<u>Gross Sales</u>	<u>Fee %</u>
0,000,000 to 1,250,000	16.25
1,250,001 to 1,500,000	16.50
1,500,001 to 1,750,000	16.75
1,750,001 to 2,000,000	17.00
2,000,001 to 2,250,000	17.25
2,250,001 to 2,500,000	17.50
2,500,001 to 2,750,000	17.75
2,750,001 to 3,000,000	18.00
3,000,001 to 3,250,000	18.25
3,250,001 to 3,500,000	18.50
3,500,001 to 3,750,000	18.75
3,750,001 and greater	19.00

ASSIGNMENT

The undersigned, Galley Hatch Catering Services, Inc., hereby assigns and transfers all of its right, title and interest in and to the Beverage Management Service Concession Agreement @ Pease Golf Course with the Pease Development Authority to Galley Hatch Restaurant Inc.

Galley Hatch Catering Services, Inc.

Dated: 3/14/12

By:

[Handwritten Signature]

duly authorized

ACCEPTANCE OF ASSIGNMENT

The undersigned, Galley Hatch Restaurant, Inc., hereby accepts this Assignment and agrees to abide by the terms of the Beverage Management Service Concession Agreement with the Pease Development Authority.

Galley Hatch Restaurant, Inc.

Dated: 3/14/12

By:

[Handwritten Signature]

duly authorized

On this day March 14, 2012, Kevin Sullivan and John Flavin, knows to me, or satisfactorily proven, to be the person(s) whose name(s) are subscribed to the foregoing and made oath that the statements made by them are true to the best of their knowledge and



By: *[Handwritten Signature]*

CELESTE J. BUCKMORE, Notary Public
My Commission Expires October 22, 2013

CELESTE J. BUCKMORE, Notary Public
My Commission Expires October 22, 2013

AMENDMENT NO. 1

FOOD AND BEVERAGE MANAGEMENT SERVICE CONCESSION AGREEMENT
AT
PEASE GOLF COURSE

Owner: Pease Development Authority ("PDA")
Concessionaire: Galley Hatch Catering Services, Inc. ("Galley Hatch")
Contract Date: April 1, 2009

NOW COME PDA and Galley Hatch and agree to enter into this Amendment No. 1 to the Food and Beverage Management Service Concession Agreement (the "Agreement") at Pease Golf Course subject to the following terms and conditions:

1. Section 1 of the Agreement is amended to include a third option of one year.
2. Sections 2 and 3 of the Agreement are amended to include Galley Hatch's proposal to enhance and restructure the menu and level of service available and to be provided at the Pease Golf Course Clubhouse, which said proposal is attached hereto as Exhibit 1 and incorporated into and made a part of the Agreement.
3. Section 5 of the Agreement is amended to adjust the percentage of Galley Hatch's gross revenues paid to PDA from 16.25% to 14.25% for a period of one year or from April 1, 2011 through March 31, 2012. Thereafter the percentage of gross revenues payable to PDA shall revert back to 16.25%.
4. A new Section 25 is added to the Agreement wherein PDA agrees to make a good faith effort to secure the rights to the trade name "Grill 28" through the New Hampshire Secretary of State's Office and to permit Galley Hatch to market its operations at the Pease Golf Course utilizing the "Grill 28" name.
5. PDA agrees to reimburse Galley Hatch up to an amount not to exceed Sixteen Thousand (\$16,000.00) Dollars for the purchase of additional kitchen equipment as more specifically described in Exhibit 1 of this Amendment No. 1.
6. All other terms and conditions of the Agreement shall remain in full force and effect and continue to be binding upon the Parties.

[Signature Page Follows]

In Witness Whereof, PDA and Galley Hatch have agreed to the aforementioned amendments to the Agreement made effective April 1, 2011.

Witness: Mark [Signature]

Date: 4/1/11

Pease Development Authority

[Signature]
David R. Mullen, Executive Director

Witness: [Signature]

Date: MARCH 31, 2011

Galley Hatch Catering Services, Inc.

[Signature]
By: [Signature]

Its: President

EXHIBIT 1

Galley Hatch's 2011 Proposal

**To enhance and restructure the menu and level of
service available and to be provided at the Pease Golf Course Clubhouse**

AMENDMENT NO. 1

FOOD AND BEVERAGE MANAGEMENT SERVICE CONCESSION AGREEMENT
AT PEASE GOLF COURSE

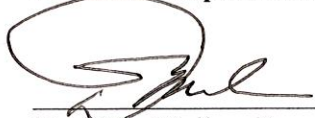
WHEREAS Pease Development Authority ("PDA") and Galley Hatch Catering Services, Inc. ("Galley Hatch") entered into a Food and Beverage Management Service Concession Agreement at Pease Golf Course (the "Agreement") made effective April 1, 2009; and

WHEREAS PDA and Galley Hatch wish to amend the Agreement to extend the time frame for the provision of services in view of the fact that the Pease Golf Course Clubhouse (the "Clubhouse") is now open year round;

NOW THEREFORE, PDA and Galley agree to amend the Agreement as follows:

1. Subject to PDA's options to extend the Agreement and the provisions of this Amendment No. 1, Galley Hatch agrees to continue to provide its services at the Clubhouse from the time the golf course proper closes for the 2010 season through March 31, 2011.
2. Galley Hatch and PDA agree that the level of service and scope of available food and beverage menu items will reflect and be contingent upon demand.
3. All other terms and condition of the Agreement shall remain in full force and effect and continue to be binding upon the Parties.

Pease Development Authority



David R. Mullen, Executive Director

Galley Hatch Catering Services, Inc.


Scott Myers, Director of Operations
KEVIN SULLIVAN

Date:

12/27/10

Date:

01 December 2010

FOOD AND BEVERAGE MANAGEMENT SERVICE CONCESSION AGREEMENT AT PEASE GOLF COURSE

THIS AGREEMENT is made effective this 1st day of April, 2009, by and between the PEASE DEVELOPMENT AUTHORITY ("PDA"), an agency of the State of New Hampshire having a principal office at 360 Corporate Drive, Portsmouth, New Hampshire, and Galley Hatch Catering Services, Inc. ("Galley Hatch") a New Hampshire corporation having a principal office at P.O. Box 1113, 8 Merrill Drive, Hampton, New Hampshire 03843-1113 for the operation of a Food and Beverage Management Service Concession at Pease Golf Course in accordance with the terms and conditions as provided herein.

The PDA hereby grants to Galley Hatch the right to operate a Food and Beverage Management Concession Service at Pease Golf Course, and Galley Hatch agrees to provide such, all upon and subject to the following express terms and conditions:

1. This Agreement shall be for a period of two years beginning on April 1, 2009 and expiring on March 31, 2011 unless otherwise extended or terminated earlier pursuant to the terms of this Agreement.

PDA shall have two (2) options of one (1) year each to extend this Agreement upon such terms and conditions as PDA shall determine. In no event shall this Agreement extend beyond four (4) years from the commencement date. The options granted in this Agreement may be exercised in the sole discretion of PDA and are subject to the approval of the Board of Directors of Pease Development Authority. Galley Hatch has the right, without penalty, to reject PDA's renewal terms and conditions and to discontinue providing services at the end of the initial two (2) year term of this Agreement or at the end of the first option period. PDA shall provide Galley Hatch with proposed renewal terms and conditions ninety (90) days prior to the end of the initial two (2) year term of this Agreement and, if applicable, ninety (90) days before the expiration of the first option period. In either event, Galley Hatch shall have thirty (30) days thereafter to accept or reject PDA's renewal proposals. If Galley Hatch rejects any renewal proposal of PDA, Galley Hatch will remove its equipment and vacate the Pease Golf Course Clubhouse at the end of two years or the end of the first option period, whichever is applicable. In the event Galley Hatch rejects any renewal proposal of PDA, PDA may take such steps to secure Food and Beverage Management Services from an alternate provider in such manner and pursuant to such terms and conditions as it deems appropriate.

Notwithstanding the foregoing, PDA reserves the right, in its sole discretion, to terminate this agreement with or without cause at the conclusion of any golf season.

2. Galley Hatch shall provide Food and Beverage Management Services in accordance with this Agreement and upon the terms and conditions of the Request for Bids and Galley Hatch's bid attached to this Agreement as Exhibits 1 and 2 respectively and incorporated herein by reference.

3. Food and Beverage Management Services to be provided by Galley Hatch shall consist of services meeting the specifications and requirements as provided in Exhibits 1 and 2 hereto. PDA

reserves the right to approve all equipment used by Galley Hatch at the Pease Golf Course and to make changes in the type of equipment provided at Pease Golf Course under this Agreement.

4. PDA shall permit Galley Hatch to utilize space on a non-exclusive basis in the Pease Golf Course Clubhouse, the adjoining outdoor deck, and tent (to be supplied by PDA). With the exception of the tent and any equipment which is currently present in the Clubhouse, Galley Hatch shall, at its own cost and expense, deliver, provide or install any equipment necessary to fulfill the terms of this Agreement.

5. As consideration for the privilege of operating the Food and Beverage Management Service Concession hereunder, Galley Hatch shall pay to PDA each month (during those times Pease Golf Course is open to the public) and for each of the first two years of this Agreement, a sum of money which represents a percentage fee ("Percentage Fee") of sixteen and one quarter percent (16.25%) of gross revenues (excluding any applicable sales tax) from all services provided by Galley Hatch in connection with the Food and Beverage Management Service Concession at Pease Golf Course. All payments of Percentage Fees shall be paid on a monthly basis in arrears by the fifteenth day of the month following the month of their accrual and shall be accompanied by documentation of daily gross revenues for each month in which Percentage Fees are due hereunder.

6. Galley Hatch's records shall contain sufficient documentation in the event that PDA chooses to audit the gross sales data submitted by Galley Hatch. PDA reserves the right to require receipt of audited statements from Galley Hatch at the end of each fiscal year.

7. PDA shall retain the right to review Galley Hatch's sales and business records in connection with its operations at Pease Golf Course at such times as PDA deems necessary. Galley Hatch shall make such records available for inspection, examination and audit by the PDA and its agents. Records shall be maintained by Galley Hatch for a period of three (3) years following the expiration or termination of this Agreement.

8. Galley Hatch shall at all times maintain its service areas in a neat, clean and working condition and shall make all necessary repairs to the equipment which is damaged but only in the event such damage is caused by the negligence of Galley Hatch, reasonable wear and tear excepted.

9. Galley Hatch shall comply with all rules and regulations of the PDA as may be established for the conduct and operation of Galley Hatch and others at Pease Golf Course and such future rules and regulations as may, from time to time, be established during the term of this Agreement, including such requirements as may be reasonably imposed for reasons of health, safety, sanitation, good order, security of Pease Golf Course and prevention of uncontrolled access to the premises.

10. Galley Hatch shall comply with all applicable license (including food service and liquor licenses), permit, and other regulatory requirements which may be necessary for the conduct of its operations and shall comply with all laws, rules and regulations which may from time to time be applicable to Galley Hatch's operations hereunder.

11. Galley Hatch covenants and agrees to indemnify and hold harmless PDA, its directors, officers, agents and employees, from and against any and all claims for damages or injuries, including death, to persons or property arising out of or claimed to arise out of or incident to Galley Hatch's use and occupancy of the facilities at Pease Golf Course or operation of equipment and services thereon in connection with the Food and Beverage Management Service Concession. This provision shall survive the termination or expiration of this Agreement.

12. Galley Hatch agrees to provide Commercial General Liability, Automobile and Worker's Compensation insurance coverages in such amounts as are more specifically set forth in Exhibit 1 of this Agreement. Each such policy or certificate therefor issued by the insurer shall contain (i) a provision that no act or omission of Galley Hatch, or any employee, officer or agent of Galley Hatch, which would otherwise result in forfeiture or reduction of the insurance therein provided shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained, (ii) an agreement by the insurer that such policy shall not be canceled without at least thirty (30) days prior written notice by registered mail to PDA, (iii) provide that the insurer shall have no right of subrogation against the PDA and, (iv) provide that Galley Hatch's liability insurance policies shall be primary and non-contributing with respect to any coverages maintained by PDA.

13. Galley Hatch shall offer to the public the highest quality products and services at a reasonable cost. Continuing failure by Galley Hatch to maintain the highest standards of service and quality of product to the satisfaction of PDA shall be a breach of covenant sufficient for termination of this Agreement by PDA at its sole discretion.

14. Galley Hatch shall have full responsibility for setting prices for the food and beverages it offers to the public. PDA requires that prices reflect prevailing market conditions in the greater Portsmouth area and a good price-value relationship for the products sold.

15. PDA may terminate this Agreement for cause upon providing Galley Hatch with ten (10) days advance written notice. Otherwise, PDA may terminate this Agreement without cause and for any reason upon providing Galley Hatch with ninety (90) days advance written notice.

16. This Agreement shall not be subcontracted, assigned or transferred by Galley Hatch without the prior written consent and approval by PDA. No subcontract or other transfer entered into by Galley Hatch shall relieve it of any of its liabilities and obligations hereunder.

17. PDA shall provide utility hookups without cost for Galley Hatch's use in the installation of equipment hereunder and shall be responsible for all costs of supplying utility service to said equipment. PDA shall not guarantee the uninterrupted provision of utilities to Galley Hatch's equipment but shall ensure that all reasonable and diligent efforts are undertaken in restoring interrupted service. No failure to furnish or no delay in or interruption of any utility service shall relieve Galley Hatch of any of its obligations hereunder, or shall constitute grounds for any diminution or abatement in the Percentage Fee payable under this Agreement, or grounds for any claim by Galley Hatch for damages, consequential or otherwise.

18. All notices provided for in this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, postage prepaid and addressed if to PDA:

Executive Director
Pease Development Authority
360 Corporate Drive
Portsmouth, NH 03801

and if to Galley Hatch:

Kevin Sullivan, Director of Catering
Galley Hatch Catering Services, Inc
P.O. Box 1113
8 Merrill Lane
Hampton, NH 03843-1113

or at such other address as may be hereafter provided.

19. NONDISCRIMINATION: Galley Hatch for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the Agreement that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the provision of food and beverage services; (2) that in the construction of any improvements on, over, or under such food and beverage concession service areas or the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that Galley Hatch shall use the food and beverage service areas in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended.

20. Galley Hatch assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Galley Hatch assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Galley Hatch assures that it will require that its covered suborganizations provide assurances to it that they similarity will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, subpart E, to the same effect.

That in the event of breach of any of the above nondiscrimination covenants, PDA shall have the right to terminate the Agreement and to reenter and repossess said food and beverage concession service areas and the facilities thereon, and hold the same as if said Agreement had never been made

or issued. This provision shall not be effective until the procedures of Title 49, Code of Federal Regulation, Part 21, are followed and completed including exercise or expiration of appeal rights.

21. Galley Hatch agrees to provide and operate a food and beverage cart service at Pease Golf Course. Galley Hatch shall be solely responsible for securing all required equipment to operate the food and beverage cart. Galley Hatch shall also be solely responsible for securing all required approvals, licenses and permits for the operation of the food and beverage cart service. The authorization to operate the food and beverage cart service is subject to revocation in the event PDA determines that such service is not being conducted in a responsible manner or if such service is deemed to be disruptive or unsafe in connection with the general operation of the Golf Course. Galley Hatch shall ensure that its certificate of insurance covers the full scope of its operations at Pease Golf Course, including, but not limited to, the food and beverage cart service

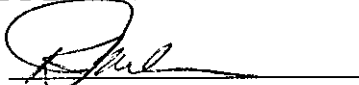
22. Galley Hatch is given full control and responsibility over the management of the vending machines at Pease Golf Course in connection with its Food and Beverage Management Service. Galley Hatch shall ensure that the vending machines are kept stocked and will include the gross sales derived from said vending machines in its monthly Percentage Fees.

23. Galley Hatch will be permitted to post a sign on the exterior of the Pease Golf Course Clubhouse for the purpose of identifying its presence and affiliation with PDA in connection with the operation of the Food and Beverage Management Service Concession at Pease Golf Course.

24. Galley Hatch may utilize the Pease International Tradeport and Pease Golf Course names in connection with its operations at Pease Golf Course for the duration of this Agreement.

IN WITNESS WHEREOF, I have hereunto set my hand this 31 day of MARCH, 2009 by authority of the Pease Development Authority.

PEASE DEVELOPMENT AUTHORITY

By: 
David R. Mullen
Title: Acting Executive Director

This Agreement, together with all terms and conditions thereof, is hereby accepted and executed this 31 day of MARCH, 2009

GALLEY HATCH CATERING SERVICES, INC.


By: 
Print name: Scott Myers
Title: Dir. of Operations

Exhibit 1

PDA's Requests for Bids for Food and Beverage Management Concession Services

REQUEST FOR BIDS FROM QUALIFIED RFQ CONCESSIONAIRES

Selected qualified concessionaires to the Pease Development Authority's Request for Qualifications are invited to submit sealed bids to provide Prepared Food and Beverage Service at the Pease Golf Course for a period of two years. Bids will be accepted at the offices of the Pease Development Authority, 360 Corporate Drive, Pease International Tradeport, Portsmouth, New Hampshire, until 10:00 a.m., Wednesday, March 11, 2009, at which time they will be publicly opened and read aloud. Bids received after 10:00 a.m. will be returned unopened. The mailing address is:

Pease Development Authority
Attn: Engineering Department
360 Corporate Drive
Portsmouth, New Hampshire 03801
Phone: (603) 766-9294

All Bids must be submitted on the attached Bid Form in two envelopes (inner and outer) to prevent premature opening, both of which shall be sealed and clearly labeled BID Documents Submitted by (Concessionaire's name) for Food and Beverage Service Attn: Engineering Department.

A mandatory pre-bid meeting will be held Monday, March 2, 2009 at 10:00 a.m. at the Pease Golf Course, 200 Grafton Drive, Portsmouth, New Hampshire for any newly selected concessionaires.

PDA reserves the right to reject any and all bids received and if all bids are rejected, to re-advertise under the same or new specifications, or to make such award as in the judgment of the PDA that best meets PDA's requirements. PDA reserves the right to waive any informalities, irregularities and/or technicalities, which are not of a substantial nature. PDA reserves the right to determine, in its sole discretion, what constitutes any and all informalities, irregularities or technicalities.

The PDA will provide the following to the concessionaire:

1. Kitchen and bar area with all existing equipment located in the designated area at the clubhouse of the Pease Golf Course.
2. Floor space in the clubhouse -- lounge area that contains tables and chairs, the outside deck with tables and chairs and the area just outside the

clubhouse for a tent with picnic tables. Concessionaire must provide their own beverage cart from which to sell beverages and snacks on the golf course grounds.

The Concessionaire must:

1. Provide foods prepared fresh daily (sandwiches, soups, pastries, etc.) and serve alcohol and beverages in the designated area of the clubhouse for the golf course public. Provide catering services for golf course functions and serve snacks and beverages from a beverage cart to golfer's playing on the course.
2. The service listed must start when the golf course/driving range opens for the season, approximately April 1st and ends when course closes, approximately November 30th. The PDA Executive Director must specifically approve any exceptions.
3. Provide attendants for the purpose of selling prepared foods and beverages for such periods during each day and on such days during each week as may be necessary to meet reasonable demands for services, or during such minimum hours as may be determined by the PDA.
4. Furnish good, prompt, efficient and courteous service.
5. Charge prices in accordance with its usual standards on a basis substantially similar to those charged for similar services at golf courses of similar size within the same general area. The PDA Executive Director shall have the right to approve all prices and adjustments thereto.
6. Install, service, and maintain the counter (s), carts, tables, chairs (and floor area under and around the tables and chairs), and other equipment necessary to provide prepared food service.
7. Require all employees working in the view of the public and about the golf course to wear clean and neat attire appropriate for their specific job assignments.
8. Secure all permits and licenses required (including, but not limited to, a liquor license) by any ordinance or statute or other government regulation on or before the commencement of the term of this Agreement.
9. Meet all expenses in connection with the use of the premises including, but not limited to, taxes, permit fees and license fees. The concessionaire will not be charged for utilities (heat, air conditioning, water and electricity).

10. Provide detailed plans for all signs, furnishings, and installations to the PDA Executive Director for approval. All signage will be provided and installed by the Vendor.
11. Comply with all Federal, State, and Local rules and regulations, safety requirements, and other applicable directives.
12. Indemnify, hold harmless and defend the PDA from and against all claims, and all expenses incidental to the defense thereof, based upon or arising out of damages or injuries to persons or property caused by the fault or negligence of Concessionaire, its employees, guest, patrons, agents, assigns, invitees, contractors, suppliers of materials, and furnishers of services in the performance of services by Concessionaire: provided, however, that Concessionaire shall not be liable for any injury, damage or loss caused by the fault or negligence of the PDA, its employees, guest, patrons, agents, assigns, tenants, invitees, contractors, suppliers of materials, and furnishers of services, and provided further that the PDA shall give Concessionaire prompt and reasonable notice of any such claims and actions and Concessionaire shall have the right to investigate, compromise , and defend the same.
13. Apply the requirements stated in item 12 above to any and all actions and or claims made by governmental agencies and departments against the PDA based upon or arising out of acts or omissions by Concessionaire, its employees, guests, patrons, agents, assigns, invitees, contractors, suppliers of materials, and furnishers of service.
14. Provide evidence of insurance in a form satisfactory to the PDA throughout the term of the concession agreement. Such insurance shall be from a responsible insurance company authorized to do business in the State of New Hampshire. It shall include Workers' Compensation and Employer's Liability Insurance in accordance with the statutory limits: Commercial General Liability Insurance (including products and completed operations coverage) in a minimum amount of Two Million Dollars (\$2,000,000) per occurrence. Concessionaire will also be required to carry Automobile Liability Insurance in the minimum amount of One Million Dollars (\$1,000,000). All liability policies shall name the PDA an additional insured.
15. Waiver of Subrogation. With the exception of workers compensation coverage, a statement waiver of subrogation is included with respect to applicable coverage.
16. Primary Insurance. A provision that any liability coverage required to be carried shall be primary and noncontributing with respect to any insurance carried by the PDA.

17. The term of the Agreement will be two (2) years. The PDA shall have two (2) options of one (1) year each to extend its Agreement with Concessionaire which options may be exercised in the sole discretion of PDA and upon such terms and conditions, as PDA shall determine. At the conclusion of the initial two-year term, Concessionaire will have the right, without penalty, to reject PDA's renewal terms and conditions and to discontinue providing services. Notwithstanding the foregoing, PDA reserves the right, in its sole discretion, to terminate the Agreement at the conclusion of any golf season, with or without cause.

18. The bid is to be a percentage of the gross revenues, excluding sales tax, of all sales and may not be split into multiple percentages based on a minimum or maximum projection of sales. The numbers below represent the annual gross sales, including sales tax, for the last four calendar years.
 - 2008 \$278,389.43
 - 2007 \$262,888.85
 - 2006 \$253,612.80
 - 2005 \$262,239.18

The PDA will award the contract for Prepared Food and Beverage Service at the Pease Golf Course to the highest responsible bidder based on the percentage of the gross revenues given to the PDA, excluding sales tax. In the event of a tie involving the bids of the two highest submissions by prospective concessionaires, those concessionaires will be required to resubmit a new sealed percentage of gross revenues bid by 1:00 p.m. on March 11, 2009.

No concessionaire may withdraw his/her bid within 60 days after the actual date of the opening thereof.

Please direct all questions in writing via FAX to the Executive Director, Dave Mullen, at (603) 427-0433. All questions must be received by 5:00 p.m. on Thursday, March 5, 2009. All responses will be faxed out to all concessionaires by 5:00 p.m. on Friday, March 6, 2009.

Disadvantaged Business Enterprises will be afforded full opportunity to submit Bids in response to this invitation. No concessionaire will be discriminated against on grounds of race, sex, religion, color or national origin.

**PEASE DEVELOPMENT AUTHORITY (PDA)
PREPARED FOOD AND BEVERAGE SERVICE**

BID FORM

The UNDERSIGNED certifies that the service to be furnished to the PDA meets all of the requirements in the Request for Bids.

The UNDERSIGNED certifies that no employee, officer, or agent of the PDA, nor any member of their immediate family has any interest in the award of a contract herein; nor is any person, firm, partnership, or corporation which may benefit from the award of the contract herein.

The PDA will award the contract for Prepared Food and Beverage Service at the Pease Golf Course to the highest responsible bidder based on the percentage of the gross revenues given to PDA, excluding sales tax.

PDA reserves the right to reject any and all bids received and if all bids are rejected, to re-advertise under the same or new specifications, or to make such award as in the judgement of the PDA best meets PDA's requirements. PDA reserves the right to waive any informalities, irregularities and/or technicalities, which are not of a substantial nature. PDA reserves the right to determine, in its sole discretion, what constitutes any and all informalities, irregularities or technicalities.

No bidder may withdraw his/her bid within 60 days after the actual date of the opening thereof.

BID: The percentage of gross revenues, excluding sales tax, from all Prepared Food and Beverage sales in the Pease Golf Course to be paid to the PDA on a monthly basis.

_____ %

(The percentage is to be shown in both words and figures. In case of discrepancy, the percentage shown in words will govern.)

Note: Bids must bear the handwritten signature of a duly authorized member or employee of the organization making the bid

BIDDER:

By:

(Its)

DATE: _____

Addresss

Exhibit 2

Galley Hatch's Bid Submission

**PEASE DEVELOPMENT AUTHORITY (PDA)
PREPARED FOOD AND BEVERAGE SERVICE**

BID FORM

The UNDERSIGNED certifies that the service to be furnished to the PDA meets all of the requirements in the Request for Bids.

The UNDERSIGNED certifies that no employee, officer, or agent of the PDA, nor any member of their immediate family has any interest in the award of a contract herein; nor is any person, firm, partnership, or corporation which may benefit from the award of the contract herein.

The PDA will award the contract for Prepared Food and Beverage Service at the Pease Golf Course to the highest responsible bidder based on the percentage of the gross revenues given to PDA, excluding sales tax.

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No bidder may withdraw his/her bid within 60 days after the actual date of the opening thereof.

BID: The percentage of the gross revenues, excluding sales tax, from all Prepared Food and Beverage sales in the Pease Golf Course to be paid to the PDA on a monthly basis. The bid must consist of one figure and be applicable to all gross revenues (i.e., bid submissions should not be split into multiple tiers or categories of gross revenues with corresponding percentages applicable to differing projected sales levels.

Written % Sixteen and one quarter percent
Numerical % 16.25%

(The percentage is to be shown in both words and figures. In case of discrepancy, the percentage shown in words will govern.)

Note: Bids must bear the handwritten signature of a duly authorized member or employee of the organization making the bid

DATE: March 9, 2009

BIDDER: Galley Hatch Catering
By: Scott Myers - Scott Myers
(Its) Dir. of Operations

Address: P.O. Box 1113
Hampton, NH 03843