

SERVICES AGREEMENT

STATE OF TEXAS
COUNTY OF BELL

This Services Agreement ("Agreement") is made on January 1, 2008, by and between 2 The Top Enterprises of Bell County, Texas, ("Contractor") and Temple College, of Bell County, Texas ("Client").

In consideration of the promises and of the mutual covenants and agreements contained in this Agreement, the parties hereby agree as follows:

I. PURPOSE AND SCOPE OF AGREEMENT

1.01 Client desires to use the services of Contractor for the purpose of providing Food & Vending Services at Temple College as provided for under the terms and conditions stated below.

II. OBLIGATIONS

2.01 Contractor shall provide qualified personnel to manage and operate the services. Contractor shall provide, train, manage, and direct all supervised employees in the performance of the services in accordance with Client's policies and procedures.

2.02 Any and all funds owed by Client to Contractor shall be promptly paid to Contractor, and vice versa.

2.03 Contractor shall maintain and provide evidence of, during the term of this Agreement, commercial general liability insurance of not less than one million dollars (\$1,000,000) for each occurrence. Contractor shall also maintain and provide evidence of workers' compensation insurance for all of Contractor's employees who provide services at Client's facilities.

2.04 Contractor shall be responsible for Contractor's own work and every part thereof.

2.05 Any and all licensing permits or other legally required documentation necessary for the completion of the work contemplated in this Agreement shall be secured and paid for by the Contractor unless otherwise specified in writing. Contractor shall give all notices and comply with all laws, ordinances, zoning rule regulations, etc. applicable to the work contemplated in this Agreement.

2.06 Client and/or its representative shall at all times have access to the work wherever it is performed and whatsoever stage of the work.

2.07 Each Party shall be solely responsible to defend against any action brought by that Party's respective employees or any other person whose claim arises out of an obligation or duty of that Party (the "Indemnifying Party"), and shall indemnify and hold the other Party (the "Indemnified Party") harmless from and against all such claims liability, loss and expenses, including reasonable expenses, attorney's fees and court costs, or damages awarded to any of the Indemnifying Party's employees or person whose claim arises out of the obligation or duty of the Indemnifying Party, which may arise in the discharge or performance of any obligation provided under this Agreement and the cost of the defense necessary to defend against such an employee's or other person's action, including attorney's fees and court costs associated with such defense. Each Party shall have the right to select and direct the attorneys for the purpose of defending that Indemnified Party against any such action brought against it based upon the duty or obligation of the Indemnifying Party. Each Party shall withhold all applicable federal, state, and local employment taxes and payroll insurance with respect to its employees, insurance premiums, contributions to benefit and deferred compensation plans, licensing fees and workers compensation costs and shall file all required documents and forms. The Parties agree that in the event any applicable law governing this agreement is modified or amended, this Agreement shall automatically be amended to provide that the indemnification provided hereunder shall extend only to the maximum extent permitted by the applicable law.

2.08 Except for disclosure to Contractor's or Client's legal counsel, accountant, or financial advisors, neither Contractor nor Client shall disclose the terms of this Agreement to any person who is not a part or signatory to this Agreement, unless disclosure there is required by law or otherwise authorized by this Agreement or consented to by the Parties. Neither Client nor Contractor shall disclose any of the other Party's trade secrets, directly or indirectly, during or after the term of the Agreement. All trade and other proprietary information shall remain the exclusive property of its originator. This obligation (Paragraph 2.08) shall survive the termination of this Agreement.

2.09 Client shall not directly or indirectly employ Contractor's managers for (1) a period of one year (2) in the same or similar position without Contractor's prior written approval.

2.10 Contractor and Client proprietary systems remain the property of the owner at the termination of the Agreement.

2.11 Contractor will employ a Manager of Food Services with responsibility for the management of the staff, as well as all food services, which include, but are not limited to, food services and vending. Contractor will endeavor to maintain an employment relationship with a qualified candidate for this position for a period of at least three (3) years, although any agreement with such candidate will be an at-will employment agreement. Of course, Contractor may terminate the Manager of Food Services for cause as well. Contractor will provide adequate staffing to carry out normal daily functions of the Food Services department.

2.12 As the need arises for catering services at Client's facilities, Client agrees to allow Contractor the right of first refusal and first option to match the pricing offered for such catering by another catering service. Client agrees that Contractor will provide all such catering needs so long as they meet or are lower than the lowest offered price and so long as Contractor offers the catering services which are required by the Client.

III. DURATION OF AGREEMENT Term, Renewal and Termination of Contract

3.01 The initial term of the contract shall be for the period of one (1) year beginning January 1, 2008. The Contract will be subject to extension by mutual consent annually thereafter.

3.02 The contract may be cancelled at any time at the option of the Client for non-performance or unsatisfactory performance by the Contractor. Such cancellation shall be accomplished by giving notice not less than forty-five (45) days prior to such cancellation and, if no objection is filed in writing by the Contractor with Client's Vice President for Administrative Services within period, then the contract shall be deemed fully cancelled as though a formal document of cancellation had been entered into between the parties.

3.03 The contract may be terminated by either the Client or the Contractor without penalty by giving ninety (90) days prior written notice to the other party.

3.04 The Contractor shall, for a period of ninety (90) days prior to the expiration date of the contract, allow access to the food service facilities at all reasonable times by persons proposing to bid on a successor food service agreement and during the final two (2) weeks prior to the expiration, the Contractor agrees to allow access to the food service facilities and areas by the successor contractor for the purpose of providing continuity of service. In such latter event, the Client shall insure that the successor contractor shall not interrupt or disturb the Contractor's performance of the agreement while exercising the privilege granted hereunder.

3.05 All personal property placed on the premises by the Contractor shall be removed on or before the expiration of the contract. In the event of termination, the Contractor shall have seven (7) days, exclusive of Saturdays, Sundays, and holidays, after Notice of Termination in which to remove its property. If the Contractor shall fail to remove its property upon the expiration or termination thereof, the Client may, at its option, as agent for the Contractor, and at the Contractor's risk and expense, remove such property to a public warehouse, retain the same in its own possession; and after the expiration of thirty (30) days, sell the same at public auction, the proceeds of which shall be applied first to the expense of the sale; secondly, to any sums owed by the Contractor to the Client, and the balance, if any, to Contractor. The Contractor shall pay any excess of the cost of removal after the proceeds of the sale.

IV. COMPENSATION

4.01 In consideration for the services furnished by Contractor to Client, Contractor agrees to pay directly to Client the fees and rates stated in Exhibit "A" hereto.

4.02 Increases in Federal or State minimum wage laws will result in an Agreement fees and rates increase equal to the financial impact incurred by Contractor.

4.03 Contractor shall provide all resources necessary to perform pre-employment physicals, drug & alcohol screening, tuberculosis (TB) testing, criminal background reviews (including all post-employment testing), inoculations, screenings, etc. for contractor employees when required by client, state, federal or regulatory entities, as well as policy and procedures that are enforced against the client's own staff. There will be no charge to the Client for these services and Contractor Agrees to abide by the Client's policy and procedure related to this subject.

4.04 Termination for convenience: Exercising the rights contained within this agreement related to contract termination will result in Client reimbursement of Contractor's expenses incurred or not fully depreciated at the termination date, including but not limited to: all remaining obligated sub-contractual costs, any prepaid service costs, expendable inventory supply expense, un-depreciated capital equipment, unemployment expenses and tools/instruments/software purchased by contractor to provide services.

V. GENERAL AND ADMINISTRATIVE PROVISIONS

5.01 Parties Bound. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executor, administrators, legal representatives, successors and assigns.

5.02 Corporate Authority. If any party is a legal entity (partnership, corporation, limited liability company, and/or trust), such party represents to the other that this Agreement, the transaction contemplated in this Agreement, and the execution and delivery hereof, have been duly authorized by all necessary partnerships, corporate, company, or trust proceedings and actions, including without limitation, action of the part of the directors, if the party is a corporation.

5.03 Time Limits. Time is of the essence of this Agreement, and all time limits shall be strictly construed and rigidly enforced.

5.04 Settlement of Claims. Any controversy rising out of or related to this Agreement, or relating to the breach thereof, shall be mediated, in Bell County, Texas, prior to the filing of any further action. The expenses of the mediation shall be split equally among the Parties. During the continuance of any mediation proceedings, the Parties shall continue to perform their respective obligations under this Agreement. The provisions of this Paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

5.05 No Waiver. Any failure or delay in the enforcement of the rights detailed in this Agreement by Contractor or Client shall not constitute a waiver of those rights or be deemed a basis for estoppel. Contractor and Client may exercise its rights under this Agreement despite the delay or failure to enforce the rights.

5.06 Paragraph Headings. The paragraph headings used in this Agreement are descriptive only and shall have no legal force or effect whatever.

5.07 Use of Pronouns. The use of the neuter, singular pronoun to refer to a Party described in this Agreement shall be deemed a proper reference whether the Party is an individual, a partnership, a corporation, or group of two or more individuals, partnerships or corporations. The grammatical changes required to make the provisions of this Agreement applicable to corporations, partnerships, limited liability companies, individuals, or groups of individuals, and to females as well as males shall in all instances be assumed as though in case fully expressed.

5.08 Notices. All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier, addressed as follows:

To Contractor: 2 The Top Enterprises
Greg Rhoads, President
2668 S 31st St
Temple, TX 76504
www.2thetopllc.com

To Client: Temple College
Attn: Wayne Criswell, Vice President for Administrative Services
2600 South First Street
Temple, TX 76504

or to such other persons or places as either party may from time to time designate by notice pursuant to this Paragraph.

5.09 Texas Law. This Agreement shall be subject to and governed by the laws of the State of Texas. Any and all obligations or payments are due and payable in Bell County, Texas.

5.10 Severability. If any provision of this Agreement shall, for any reason, be held violative of any applicable law, and so much of the Agreement is held to be unenforceable, then the invalidity of such a specific provision in this Agreement shall not be held to invalidate any other provisions in this Agreement, which other provisions shall remain in full force and effect unless removal of the invalid provisions destroys the legitimate purposes of this Agreement, in which event this Agreement shall be canceled.


5.11 Access to Books and Records. Both parties will provide access to any governmental entity to any of their records necessary to verify the nature and extent of the costs of services or for any other purposes as required by law.

5.12 Compliance with Laws and Standards. The parties agree to comply with all state and federal laws.

5.13 Entire Agreement. This Agreement represents the entire agreement by and between the Parties, except as otherwise provided in this Agreement, and it may not change except by written amendment duly executed by all parties.

SIGNED, ACCEPTED AND AGREED TO this 1 day of January, 2008, by the undersigned Parties who hereby acknowledge that they have read and understood this Agreement. The undersigned Parties hereby execute this legal document voluntarily and of their own free will.

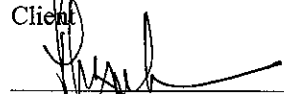
2 THE TOP ENTERPRISES
Contractor


by: Greg Rhoads

Name: GREG RHOADS
Title: PRESIDENT

Date: 10-23-2007

TEMPLE COLLEGE
Client


by: Wayne Criswell

Name: WAYNE CRISWELL
Title: VICE PRESIDENT FOR
ADMINSTRATIVE SERVICES

Date: 10/24/2007

EXHIBIT A

A. Contract Type:
 Profit & loss, risk based with shared savings reconciliation:
 Ninety (90) days after the contract anniversary date, 2 The Top, LLC., will provide the client a summarized annual Income & Expense Report with Contractor's applied 15% fee against the actual expenses incurred for the contract year. If savings were achieved, the remaining amount will be shared at a rate equal to: Client – 50% of savings amount and 2 The Top, LLC. will retain 50% of the savings amount. A distribution check will accompany the report if or when savings are achieved.

B. Non-Traditional Services:
 2 The Top, LLC. will submit separate invoices for additional requested services on a cost plus 10% basis, with a fourteen (14) day net payment expectation.

C. Miscellaneous Expenses:
 The parties shall be responsible for payment of the following items. The provider will utilize existing equipment, supplies, tools, etc. New minor equipment and supplies will be provided for per the guidelines below:

<u>Expenses</u>	<u>2 The Top, LLC</u>	<u>Temple College</u>
Office Furniture		x
Local Telephone, email, web link		x
Long Distance	x	
Utilities		x (year 1)
Postage	x	
Required Health Screening & Vaccinations	x	
Background Checks	x	
Computer/Fax/Printer	x	
Copier		x (chg for copies)
Office Supplies	x	
Normal Cleaning Supplies	x	
Regular Paper & Plastic Supplies	x	
Food Supplies	x	
Third Party Sub-Contracts	x	x
	(Grease Disposal Only)	(Pest Control, Waste Removal)
Minor Tools & Instruments	x	

D. Equipment Failure:
 Any major equipment failure, of equipment owned by the Client, which results in an increase operating costs, will be supplement invoiced at cost to the Client (or purchased direct by Client).

E. General Maintenance and Repairs:
 General maintenance and repairs of client equipment will be the responsibility of the Client.

F. Facility Damage:
 Facility damage repair caused as a result of Contractor negligence event will be the responsibility of the Contractor.

G. Exclusive Beverage Agreement:
 The contractor will adhere to the exclusive beverage contract which is in effect with Coca-Cola, Inc. and the Client (through 8/2008).

H. Scheduling of Facilities:

Contractor to obtain Client approval and scheduling of all organization/groups using College facilities. Groups must conform to College policies. Client will provide Contractor all dates that facilities are reserved for College functions.

I. Cleaning:

Client will provide ordinary/customary floor care to non-kitchen area; Contractor will provide floor and table cleaning to kitchen and dining areas during and after food service and catering service events.