

FOOD SERVICES MANAGEMENT AGREEMENT

THIS AGREEMENT, made this ____ day of August, 2005, by and between **UNIVERSITY OF CENTRAL ARKANSAS** ("Client") and **ARAMARK EDUCATIONAL SERVICES, INC.**, a Delaware corporation, having its principal place of business at ARAMARK Tower, 1101 Market Street, Philadelphia, Pennsylvania ("ARAMARK").

WITNESSETH THAT:

1. ENGAGEMENT OF ARAMARK; EFFECTIVE DATE: Client hereby engages ARAMARK, on an exclusive basis, to provide Client with meals, including a la carte items and non-alcoholic beverages, for Client to resell to its students, faculty, staff and guests on its campus in Conway, Arkansas; provided, however, that with respect to catering services, such exclusivity shall not apply to Client's College Square or Buffalo Alumni Hall locations or to food products acquired for research purposes. The effective date of this Agreement is June 1, 2005.

2. DEFINITIONS: The following words and phrases when used in this Agreement, or any amendment hereto, shall have the meanings given to them in this Paragraph:

A. "Accounting Periods": The two (2) Accounting Periods of four (4) weeks each and one (1) Accounting Period of five (5) weeks which occur in each quarter. The September Accounting Period in 2009 shall consist of six (6) weeks.

B. "Agreement": This Food Services Management Agreement.

C. "Campus Food Service Program": Those board, cash, catering, camp, concessions and other related food service operations to be provided by ARAMARK under this Agreement.

D. "Food Service Facilities": The areas, improvements, personal property and facilities made available by Client to ARAMARK for the provision of the food services as more fully described in Paragraph 3.A. below.

E. "Net Receipts": Receipts, with respect to any category of operations, received by ARAMARK from such category of operations less applicable state and local sales taxes.

F. "Operating Year": The twelve (12) consecutive month period commencing June 1 and ending May 31.

G. "Prime Interest Rate": The interest rate published in The Wall Street Journal as the base rate on corporate loans posted by at least Seventy-Five Percent (75%) of the thirty (30) largest U.S. banks, such rate to be adjusted on the last day of each Accounting Period.

H. **"Servicewares":** Items used in the serving of food and beverages such as chinaware, glassware and silverware.

I. **"Small Expendable Equipment":** Items used in the preparation of food such as pots, pans and kitchen utensils.

3. **FACILITIES AND EQUIPMENT:**

A. **Food Service Facilities:** Client shall make available to ARAMARK suitable Food Service Facilities, completely equipped and ready to operate, together with such heat, refrigeration, and utilities service as may be reasonably required for the efficient performance of this Agreement. The Food Service Facilities shall include adequate dressing rooms and rest rooms for ARAMARK's employees and appropriate office space and office equipment including, but not limited to, desks, chairs, tables, filing cabinets and safe, for the exclusive use of ARAMARK in the performance of this Agreement. Client shall have full access to the Food Service Facilities at all times.

B. **Repair, Replacement and Maintenance:** Client shall furnish and perform building maintenance services for the building infrastructure and utilities contained within the Food Service Facilities and shall be responsible for compliance with all federal, state and local safety and health laws and regulations with respect to the Food Service Facilities.

ARAMARK shall furnish and perform all maintenance and repairs on equipment utilized in the Campus Food Service Program. ARAMARK shall ensure continuing compliance with all federal, state and local health and safety laws with respect to the Campus Food Service Program. ARAMARK shall immediately notify Client of any pending or threatened violation of any of the foregoing health or safety laws or regulations with respect to the Campus Food Service Program of which it becomes aware in the ordinary course of its day-to-day business. In such event, the parties shall work together in good faith to ensure timely compliance, with the responsible party paying the costs of any necessary remedy.

~~C. **Servicewares and Small Expendable Equipment:**~~ Client shall furnish an adequate initial inventory of Servicewares and Small Expendable Equipment. At the commencement of operations hereunder, ARAMARK and Client shall jointly take an opening inventory of such Servicewares and Small Expendable Equipment, a copy of which shall become part of this Agreement. ARAMARK shall maintain such inventory at its expense. Such inventory shall become the property of the Client.

D. **IT System:** ARAMARK shall develop, implement, operate and maintain an information technology system (which may include, but not be limited to, hardware, owned and licensed software and systems support) necessary to support the services provided by

ARAMARK (the "IT System"). Client shall provide, at its expense, a suitable environment, including such heat, air conditioning, phone and utility service as may be reasonably required for the operation of the IT System.

4. CLEANING RESPONSIBILITIES:

A. ARAMARK's Responsibilities: ARAMARK shall maintain high standards of sanitation and shall be responsible for routine cleaning and housekeeping in the food preparation and service areas (including food service equipment, kitchen floors, hoods and grease filters), for regular cleaning service for cafeteria walls, windows, floors, light fixtures, draperies and blinds, for the periodic waxing and buffing of floors and for the routine cleaning of cafeteria tables and chairs. ARAMARK shall also be responsible for trash and garbage removal and extermination service.

B. Client's Responsibilities: Client, at its expense, shall be responsible for routine cleaning of all grease traps, duct work, plenum chambers and roof fans. Such cleaning shall be performed a minimum of two (2) times per year, with such cleanings occurring in December and June.

5. FOOD SERVICE AND MENUS: ARAMARK shall manage the Campus Food Service Program for Client and Client's students, faculty, staff and guests at such hours and locations as Client and ARAMARK mutually determine. ARAMARK shall submit menus to such person as Client shall designate at least one (1) week in advance of implementation.

6. PRICES: Client and ARAMARK shall mutually determine the prices at which items shall be sold in retail outlets; provided, however, that such mutual determination shall not apply with respect to board plan pricing in Christian Cafeteria. If ARAMARK sustains increases in its costs, including but not limited to increases in its product or labor costs, ARAMARK, with written notification to Client, may increase its prices to recover such increased costs. ARAMARK shall have the right to implement such price increases upon approval by Client, but in no event later than 30 days following ARAMARK's notification to Client.

7. PERSONNEL:

A. ARAMARK shall provide and pay a staff of its employees on duty on Client's premises for the efficient management of the Campus Food Service Program. Employees of ARAMARK will be subject to the rules and regulations of Client while on Client's premises.

B. ARAMARK shall assign to duty on Client's premises only employees acceptable to Client.

C. Client shall furnish ARAMARK with student labor to an extent mutually agreed upon.

D. ARAMARK agrees that no supervisory (which shall mean management or

salaried) employees of Client shall be hired by ARAMARK for the term of this Agreement and six (6) months thereafter.

Client acknowledges that ARAMARK has invested considerable amounts of time and money in training its supervisory employees in the systems, procedures, methods, forms, reports, formulas, computer programs, recipes, menus, plans, techniques and other valuable information which is proprietary and unique to ARAMARK's manner of conducting its business and that such information is available, on a confidential basis, to ARAMARK's supervisory employees. Therefore, Client agrees that supervisory employees of ARAMARK will neither be hired by Client for the term of this Agreement and six (6) months thereafter, nor will Client permit supervisory employees of ARAMARK to be employed on Client's premises for a period of six (6) months subsequent to the termination of this Agreement (unless such employees were formerly employees of Client). For the purpose of this prohibition, "supervisory employees" shall be defined as those persons who have directly or indirectly performed management or professional services on Client's premises at any time during the twelve (12) month period immediately preceding termination of this Agreement.

In addition, Client agrees that if it violates the conditions set forth in the immediately preceding paragraph, then Client shall pay to ARAMARK and ARAMARK shall accept as liquidated damages and not as a penalty for such breach, an amount equal to two times the annual salary of the ARAMARK supervisory employee hired by Client or allowed to work on Client's premises in violation of the terms of this Agreement.

E. ARAMARK shall not discriminate because of race, color, religion, sex, age, national origin, disability, or status as a Vietnam Veteran, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment-related activities concerning employees of the Campus Food Service Program. ARAMARK affirms that it is an equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations.

8. HEALTH EXAMINATIONS: ARAMARK shall cause all of its employees assigned to duty on Client's premises to submit to periodic health examinations as required by law, and shall submit satisfactory evidence of compliance with all health regulations to Client upon request.

9. PURCHASING: ARAMARK shall purchase and pay for all food, supplies and services utilized in the Campus Food Service Program.

10. INVENTORY OF FOOD AND SUPPLIES: At the termination of this Agreement, Client agrees, if requested by ARAMARK, to either purchase directly or to cause ARAMARK's successor to purchase ARAMARK's non-perishable inventory of food and supplies. The purchase

price for such inventory shall be ARAMARK's invoice cost.

11. LICENSES, PERMITS AND TAXES: ARAMARK shall obtain all federal, state and local licenses and permits required for the Campus Food Service Program, and shall be responsible for all sales, use, excise, state and local business and income taxes attributable to the Campus Food Service Program.

12. INSURANCE: ARAMARK shall provide workers' compensation insurance as required by law. In addition, ARAMARK shall carry comprehensive general liability insurance, including products, contractual, and broad form vendors' coverage, with minimum limits of at least One Million Dollars (\$1,000,000). ARAMARK shall furnish to Client, upon request, a certificate of Insurance indicating that such coverage is in effect.

Client and ARAMARK waive any and all right of recovery from each other for property damage or loss of use thereof, howsoever occurring, which loss is insured under a valid and collectible insurance policy to the extent of any recovery collectible under such insurance, subject to a limitation that this waiver shall only apply when permitted by the applicable policies of insurance. This waiver shall include, but not be limited to, losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage. This waiver shall not apply to claims for personal injury or death.

13. FINANCIAL TERMS:

A. Client Responsibilities: All facilities, equipment and services to be provided by Client under this Agreement shall be at Client's expense.

B. Board Plan Rates:

1) Summer Period 2005: During the period commencing June 1, 2005 and continuing through August 31, 2005, ARAMARK agrees to prepare and serve meals to Client for Client to resell to its students participating in the Board Plan at the following rates:

<u>Plan Description</u>	<u>Rate per Day*</u>	<u>DCB on Plan*</u>	<u>Meal Equivalency Offered</u>
90 Block Plan	\$8.26	\$0.00	Yes
50 Block Plan	\$7.18	\$0.00	Yes

*Rate does not include Declining Balance Dollars, which will be invoiced to Client as described in Paragraph 13.B(3) of this Agreement.

2) 2005-2006 Academic Year: During the period commencing August 15, 2005 and continuing through May 30, 2006, ARAMARK agrees to prepare and serve meals to Client for Client to resell to its students participating in the Board Plan at the following rates:

<u>Plan Description</u>	<u>Rate per Day*</u>	<u>DCB on Plan*</u>	<u>Meal Equivalency Offered**</u>
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<u>Plan Description</u>	<u>Rate per Day*</u>	<u>DCB on Plan*</u>	<u>Meal Equivalency Offered**</u>
220 Block Plan	\$6.59	\$0.00	Yes
210 Block Plan	\$6.15	\$40.00	Yes
180 Block Plan	\$5.74	\$60.00	Yes
140 Block Plan	\$5.35	\$80.00	Yes
100 Block Plan	\$4.35	\$200.00	Yes
Unlimited	\$6.29	\$25.00	No
19 Meal Plan	\$5.92	\$0.00	No
15 Meal Plan	\$5.54	\$30.00	No
10 Meal Plan	\$5.32	\$50.00	No
\$800 DCB Apt Plan	n/a	\$800.00	n/a
\$500 DCB Apt Plan	n/a	\$500.00	n/a

*Rate does not include Declining Balance Dollars, which will be invoiced to Client as described in Paragraph 13.B(3) of this Agreement.

**Meal equivalency will be offered only in the Student Center Food Court and BBA Bear Express.

3) Procedures With Respect to Declining Balance Plans: Not later than the end of the second week in each semester of operations, ARAMARK shall invoice Client for the full balance of any Declining Balance Dollars available with each plan. On August 31 in each Operating Year, any remaining or unspent Declining Balance Dollars remaining from such Operating Year (e.g., the operating period commencing September 1, 2005 and ending August 31, 2006 will be reconciled, with respect to Declining Balance Dollars as described in this Paragraph 13.B(3), as of August 31, 2006) will be returned to Client. The value of any such Declining Balance Dollars returned to Client will be credited against the commission guarantee for such year payable to Client, as more particularly described in Paragraph 13.G(2) of this Agreement.

4) Billings for Board Plan Meals: At the beginning of each semester, Client shall furnish ARAMARK with a list of all persons entitled to meals at Board Plan rates and shall advise ARAMARK weekly in advance of any changes in the list. Billings to Client will be based on the number of persons listed each Monday morning before breakfast. No allowance will be made for meals or days which contract patrons miss, and partial days will be considered full days for billing purposes.

The Board Plan rates set forth in this Agreement are based on a minimum of 220 billing days per Operating Year (the "Billing Days Threshold") and an average participation rate of 3,000 meal plan participants per Operating Year (the "Participant Threshold"). In the event that either the Billing Days Threshold or the Participant Threshold is not reached during any Operating Year, then ARAMARK and Client shall mutually agree upon an adjustment to the Board Plan rates set forth in this Agreement in order to equitably compensate ARAMARK for such shortfall. All such pricing adjustments will be approved by Client's board and will be implemented in

the following Operating Year.

C. Casual Meals: ARAMARK shall provide casual meals to Client's students, faculty, staff and guests at the following rates per meal:

<u>Meal</u>	<u>Rate</u>
Breakfast	\$5.35
Brunch	\$6.60
Lunch	\$7.15
Dinner	\$7.65

Client's faculty and staff will receive a discount of Forty Percent (40%) of the retail prices of meals purchased in Client's Christian Cafeteria upon presentation of Client-approved identification.

D. Summer Camp Casual Meal Rates: ARAMARK shall provide casual meals to participants and staff at Client's summer camps during the period commencing May 15, 2005 and ending August 31, 2005 at the following rates per meal:

<u>Meal</u>	<u>Rate</u>
Breakfast	\$3.70
Brunch	\$4.51
Lunch	\$4.51
Dinner	\$4.51

E. Cash Operations: ARAMARK shall retain all cash receipts from cash operations.

F. Catering: ARAMARK shall provide catering services for special groups and Presidential functions authorized by Client at prices to be mutually agreed upon.

G. Commissions:

(1) ARAMARK shall pay to Client commissions in the following percentages of Net Receipts from the categories of sales set forth below:

<u>Type of Sales</u>	<u>Commission Percentage</u>
Off-Campus Special Groups -- Camps	15%
Cafeteria -- Non-Cash	12%
Cafeteria -- Cash	18%
Chick-fil-A	10%
Pizza Hut	10%
C-Store	10%
Commuter Meal Plans	12%
Java City	12%
Inclining Balance	12%
Declining Balance	12%

Athletic Concession -- Football	15%
Athletic Concession -- Non-Football	12%
Catering	12%

(2) ARAMARK has guaranteed that Client shall receive a minimum commission (the "Guaranteed Minimum Annual Commission") of ~~Four Hundred Twenty Five Thousand Dollars (\$425,000)~~ during each Client Operating Year. In the event that aggregate commissions paid to Client pursuant to the terms of Paragraph 13.G(1), above, do not, with respect to any particular Client Operating Year, exceed the Guaranteed Minimum Annual Commission, then ARAMARK shall, within 30 days following the end of such Client Operating Year, pay to Client an amount equivalent to the difference of (i) the Guaranteed Minimum Annual Commission for such Client Operating Year minus (ii) the amount of actual aggregate commissions paid to Client for such Operating Year pursuant to Section 13.G(1) of this Agreement (the "ARAMARK Commission Guarantee Payment"). In the event that (i) ARAMARK makes an ARAMARK Commission Guarantee Payment to Client with respect to a particular Client Operating Year and (ii) ARAMARK would be required to return any amounts representing the value of any unused Declining Balance Dollars to Client pursuant to Paragraph 13.B(3) of this Agreement ("Unused DCB Balance"), then (notwithstanding the requirement that ARAMARK return the Unused DCB Balance to Client) ARAMARK shall retain an amount equivalent to the value of any such Unused DCB Balance up to an amount equivalent to the amount of the ARAMARK Commission Guarantee Payment. In the event that the value of any such Unused DCB Balance exceeds the amount of the ARAMARK Commission Guarantee Payment, ARAMARK shall remit such excess to Client.

3) **Reporting Requirements:** Not later than October 31 in each Operating Year, ARAMARK will provide Client with an annual report setting forth all commissions paid to Client during the preceding Operating Year and the source of all such payments, including the amount of any Declining Balance Dollars utilized pursuant to Paragraph 13.B(3) of this Agreement.

ARAMARK will also provide Client, within fifteen (15) days after the end of the August Accounting Period in each Operating Year, with a list of all individuals who did not utilize their full allotment of Declining Balance Dollars during such Operating Year, including the unused balance thereof.

H. Financial Commitments:

1) Existing Investments:

a) **2002 Equipment Investment:** Under the terms of that certain letter of amendment, dated as of February 15, 2002, to the Agreement, made as of June 1, 1988, as amended, by and between the parties (the "Prior Agreement"), ARAMARK provided an equipment investment of One Hundred Twenty-Three Thousand Four Hundred Seventy-Nine Dollars and Thirty Cents (\$123,479.30) (the "2002 Equipment Expenditure") for kitchen equipment to be used on Client's premises. ARAMARK agreed to amortize the 2002 Equipment Expenditure on a straight-line basis over a period of seven (7) years, commencing upon the complete expenditure of the 2002 Equipment Expenditure. As of June 1, 2005, the outstanding unamortized balance of the 2002 Equipment Expenditure is Sixty-Nine Thousand Two Hundred Forty Dollars and Sixty-One Cents (\$69,240.61) (the "2002 Remaining Unamortized Balance").

Commencing June 1, 2005, ARAMARK will continue to amortize the Remaining Unamortized Balance on a straight-line basis over a period of forty-seven (47) months ending April 30, 2009. Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of the 2002 Equipment Expenditure, University shall reimburse ARAMARK for the unamortized balance of the 2002 Equipment Expenditure as of the date of expiration or termination plus all accrued but unbilled interest as of the date of expiration or termination. Such interest shall accrue from the date the 2002 Equipment Expenditure was finalized at the rate of ten percent (10%) per annum, computed each Accounting Period on the declining balance. In the event such amounts owing to ARAMARK are not paid to ARAMARK within 30 days of expiration or termination, University agrees to pay interest on such amounts at the Prime Rate plus two percentage points per annum, compounded monthly from the date of expiration or termination, until the date paid. Title to the equipment shall pass to University upon completion of amortization or earlier payment to ARAMARK of the unamortized balance. At that time, ARAMARK will, upon request, convey the equipment to University by a bill of sale.

b) **2004 Financial Commitment:** Under the terms of that certain letter of amendment, dated as of February 23, 2004, to the Prior Agreement, ARAMARK made a financial commitment to Client in an amount of approximately Three Million Six Hundred Thousand Dollars (\$3,600,000) (the "2004 Financial Commitment") (which amount shall be finalized upon completion of those projects for which the 2004 Financial Commitment was utilized). Client agreed to invest the Financial Commitment in food service facility renovations and in the purchase and installation of food service equipment, area treatment, signage and marketing materials and other costs associated with the Campus Food Service Program on Client's premises. Any equipment purchased by ARAMARK on Client's behalf was (and, to the

extent not yet purchased, shall be) purchased as a "sale-for resale " to the Client. Client hold (and shall hold) title to all such equipment (with the exception of those items which bear the name of ARAMARK, its logo, or any of its logo, service marks or trademarks or any logo, service marks or trademarks of a third party) upon such resale.

The 2004 Financial Commitment shall be amortized on a straight-line basis over a period of twenty (20) years, commencing upon the complete expenditure of the 2004 Financial Commitment.

Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of the 2004 Financial Commitment, Client shall reimburse ARAMARK for the unamortized balance of the 2004 Financial Commitment as of the date of expiration or termination plus all accrued but unbilled interest as of the date of expiration or termination. Such interest shall accrue from the date the 2004 Financial Commitment was finalized at the Prime Rate plus two percentage points per annum, computed each Accounting Period on the declining balance. In the event such amounts owing to ARAMARK are not paid to ARAMARK within 30 days of expiration or termination, Client agrees to pay interest on such amounts at the Prime Rate plus two percentage points per annum, compounded monthly from the date of expiration or termination, until the date paid. The right of ARAMARK to charge interest for late payment shall not be construed as a waiver of ARAMARK's right to receive payment of invoices within 30 days of the invoice date.

2) New Financial Commitment: In consideration of Client's agreement to enter into a new agreement with ARAMARK for the term set forth in Paragraph 22.A of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ARAMARK shall make a financial commitment to Client in an amount up to Two Million One Hundred Thirty-Five Thousand Dollars (\$2,135,000) (the "Financial Commitment"). Client agrees to invest the Financial Commitment in food service facility renovations and in the purchase and installation of food service equipment, area treatment, signage and marketing materials and other costs associated with the Campus Food Service Program on Client's premises. ~~Any equipment purchased by ARAMARK on Client's behalf shall be purchased as a "sale-for resale" to the Client.~~ Client shall hold title to all such equipment (with the exception of those items which bear the name of ARAMARK, its logo, or any of its logo, service marks or trademarks or any logo, service marks or trademarks of a third party) upon such resale.

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The Financial Commitment shall be made in various segments (each, a "Financial Commitment Segment") as set forth below. Each Financial Commitment

shall be made by ARAMARK at such time as mutually determined by ARAMARK and Client during the applicable operating period. ARAMARK shall be obligated to commit any Financial Commitment Segment only if this Agreement is in full force and effect as of the date upon which ARAMARK is to commit such Financial Commitment Segment.

<u>Period of Operation</u>	<u>Amount of Financial Commitment Segment</u>	<u>Amortization Period</u>
June 1, 2005 - May 31, 2006	\$210,000	15 years
June 1, 2006 - May 31, 2007	\$800,000	20 years
October 15, 2006 - May 31, 2008	\$800,000	20 years
June 1, 2008 - May 31, 2009	\$250,000	15 years
June 1, 2009 - May 31, 2010	\$75,000	10 years

Each Financial Commitment Segment shall be amortized on a straight-line basis over the period set forth opposite the respective Financial Commitment Segment in the preceding table, commencing, with respect to any Financial Commitment Segment, upon the complete expenditure of the respective Financial Commitment Segment. Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of the Financial Commitment, Client shall reimburse ARAMARK for the unamortized balance of the Financial Commitment as of the date of expiration or termination plus all accrued but unbilled interest as of the date of expiration or termination. Such interest shall accrue from the date the Financial Commitment was finalized at the Prime Rate plus two percentage points (2%) per annum, computed each Accounting Period on the declining balance. In the event such amounts owing to ARAMARK are not paid to ARAMARK within 30 days of expiration or termination, Client agrees to pay interest on such amounts at the Prime Rate plus two percentage points (2%) per annum, compounded monthly from the date of expiration or termination, until the date paid. The right of ARAMARK to charge interest for late payment shall not be construed as a waiver of ARAMARK's right to receive payment of Invoices within 30 days of the Invoice date.

3) Reporting Requirements: Not later than July 31 in each Operating Year, ARAMARK will provide Client with an annual report setting forth an amortization schedule relating to each financial commitment made by ARAMARK hereunder.

I. ARAMARK-Provided Funds and Programs:

1) Equipment Replacement and Repair Fund: ARAMARK shall provide a maintenance and repair fund for Client equipment up to the amounts set forth in the following table during the Operating Years set forth opposite such amounts in the table.

These funds will be held by ARAMARK and distributed on an on-going basis as needed. ARAMARK shall retain any unused balance in such fund at the end of any applicable Operating Year.

<u>Amount of Fund</u>	<u>Expenditure Start Date</u>	<u>Period of Operation</u>
\$75,000	June 1, 2005	June 1, 2005 - May 31, 2006
\$100,000	June 1, 2006	June 1, 2006 - May 31, 2007
\$100,000	June 1, 2007	June 1, 2007 - May 31, 2008
\$100,000	June 1, 2008	June 1, 2008 - May 31, 2009
\$100,000	June 1, 2009	June 1, 2009 - May 31, 2010
\$100,000	June 1, 2010	June 1, 2010 - May 31, 2011
\$100,000	June 1, 2011	June 1, 2011 - May 31, 2012

2) Presidential Catering Fund: ARAMARK shall provide a presidential catering fund for use by Client's President in the amount of \$20,000 on an annual basis during each Operating Year. These funds will be held by ARAMARK and distributed on an on-going basis as needed. All pricing for catering events for which such fund is utilized shall be based on ARAMARK's standard retail catering price guide. ARAMARK shall retain any unused balance in such fund at the end of any applicable Operating Year. ARAMARK shall provide Client with a quarterly report setting forth each event for which such funds for used, the amount of such funds used at each such event and the remaining balance available.

3) University Catering Fund: ARAMARK shall provide a University catering fund for use at Client's discretion in the amount of (i) \$45,000 during the first Operating Year of this Agreement and (ii) \$30,000 on an annual basis during each Operating Year thereafter. These funds will be held by ARAMARK and distributed on an on-going basis as needed. All pricing for catering events for which such fund is utilized shall be based on ARAMARK's standard retail catering price guide. ARAMARK shall retain any unused balance in such fund at the end of any applicable Operating Year. ARAMARK shall provide Client with a quarterly report setting forth each event for which such funds for used, the amount of such funds used at each such event and the remaining balance available.

4) Recruitment Meal Passes/Tickets: ARAMARK shall provide Client with up to one thousand (1,000) passes per Operating Year exchangeable for a single meal in any Client dining facility for use at Client's discretion in connection with student recruitment activities. Any unused passes shall be canceled at the end of any applicable Operating Year.

5) Athletics Meals: ARAMARK shall provide Client with an a fund in the amount of \$10,000 per Operating Year for use at Client's discretion for meals for

students participating in Client's athletic programs. ARAMARK shall retain any unused balance in such fund at the end of any applicable Operating Year. ARAMARK shall provide Client with a quarterly report setting forth each event for which such funds for used, the amount of such funds used at each such event and the remaining balance available.

6) Campus/Community Events Fund: ARAMARK shall provide a campus/community events fund in the amount of \$20,000 on an annual basis during each Operating Year for use at Client's discretion in providing campus or community activities. These funds will be held by ARAMARK and distributed on an on-going basis as needed. All pricing for the events for which such fund is utilized shall be based on ARAMARK's standard retail catering price guide. ARAMARK shall retain any unused balance in such fund at the end of any applicable Operating Year. ARAMARK shall provide Client with a quarterly report setting forth each event for which such funds for used, the amount of such funds used at each such event and the remaining balance available.

14. ACCOUNTING:

A. Initial Four-Week Payment: Not later than August 31 in each Operating Year, ARAMARK shall submit to Client an invoice for an amount equal to the estimate of ARAMARK's charges for serving Board Plan patrons for one (1) Four-Week Accounting Period ("Initial Payment").

The foregoing Initial Payment shall be retained by ARAMARK and shall be used from time to time by ARAMARK in part to make purchases. Such Initial Payment shall be credited to Client at the time of the last billing made by ARAMARK to Client in May of each Operating Year of this Agreement.

B. Accounting Period Billing: Within twenty (20) days after the end of each Accounting Period, ARAMARK will submit to Client an invoice for the amounts due ARAMARK pursuant to Paragraph 13 for such period.

C. Commission Payment: Within thirty (30) days after the end of each Accounting Period, ARAMARK will pay to Client the commissions due Client pursuant to Paragraph 13.G(1) of this Agreement.

D. Payment Terms: All invoices submitted by ARAMARK to Client shall be paid within thirty (30) days of the invoice date. In the event that ARAMARK incurs legal expense in enforcing its right to receive timely payment of invoices, Client agrees to pay reasonable attorney's fees and other costs.

15. RENEGOTIATION: The financial terms set forth in this Agreement and other obligations assumed by ARAMARK hereunder are based on conditions in existence on the date

ARAMARK commences operations, including by way of example, Client's student population; labor, food and supply costs; and federal, state and local sales, use and excise taxes. In addition, ARAMARK has relied on representations regarding existing and future conditions made by Client in connection with the negotiation and execution of this Agreement. In the event of a change in the conditions or the inaccuracy or breach of, or the failure to fulfill, any representations by Client, the financial terms and other obligations assumed by ARAMARK shall be renegotiated on a mutually agreeable basis to reflect such change, inaccuracy or breach.

Notwithstanding anything herein to the contrary, the Board Plan rates set forth in Paragraph 13.B, are based on the federal and state minimum wage laws in effect as of the date ARAMARK commences operations hereunder. Should the minimum wage be increased at any time after such date pursuant to any federal, state or local law or regulation, ARAMARK shall be entitled to negotiate a pro rata increase in its Board Plan rates to cover increased labor costs resulting directly or indirectly from such increase.

16. FORCE MAJEURE: Neither party shall be responsible to the other for any losses resulting from the failure to perform any terms or provisions of this Agreement, except for payments of monies owed, if the party's failure to perform is attributable to war, riot, or other disorder; strike or other work stoppage; fire; flood; or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent. Any such occurrence shall be referred to as a "Force Majeure". In the event of a Force Majeure which interferes with the Campus Food Service Program, upon request, ARAMARK shall take all reasonable steps to continue to provide service upon terms and conditions satisfactory to ARAMARK and Client.

17. ACCURATE BOOKS AND RECORDS: ARAMARK shall maintain accurate books and records in connection with the Campus Food Service Program and shall retain such records for a period of two (2) years.

18. CONFIDENTIAL INFORMATION AND PROPRIETARY MATERIALS:

A. Confidential Information: All financial, statistical, operating and personnel materials and information, including, but not limited to, technical manuals, recipes, menus and meal plans, policy and procedure manuals and computer software programs, including those software programs created by Client based on ARAMARK supplied information, relative to or utilized in ARAMARK's business or the business of any subsidiary or affiliate of ARAMARK, shall be the property of ARAMARK and shall be confidential. Client shall keep such information confidential and shall so instruct its agents, employees, and independent contractors, and the use of such information by Client in any manner shall not affect ARAMARK's ownership or the confidential

nature of such information. Client shall not photocopy or otherwise duplicate any such materials without the prior written consent of ARAMARK.

B. Proprietary Materials: Client agrees that all computer software programs, signage and marketing and promotional literature and material (collectively referred to as "Proprietary Materials"), used by ARAMARK on Client's campus in connection with the food services provided by ARAMARK under this Agreement, shall remain the property of ARAMARK. Upon termination of this Agreement, all use of trademarks, service marks, and logos owned by ARAMARK or licensed to ARAMARK by third parties shall be discontinued by Client, and Client shall immediately return to ARAMARK all Proprietary Materials.

19. NOTICE: Notices required to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class as follows:

To ARAMARK:

ARAMARK Educational Services, Inc.
ARAMARK Tower
1101 Market Street
Philadelphia, PA 19107
Attn: President

To Client:

University of Central Arkansas
201 Donaghey Avenue
Conway, AR 72032
Attn: Paul McLendon - Vice President for Financial Services

20. ENTIRE AGREEMENT AND AMENDMENTS: This Agreement represents the entire agreement between the parties and supersedes any and all prior agreements. All prior negotiations have been merged into this Agreement, and there are no understandings, representations, or agreements, oral or written, express or implied other than those set forth herein. Obligations of the parties set forth in this Agreement arising out of events occurring during the life of this Agreement shall survive the termination of this Agreement.

The terms of this Agreement may not be changed, modified or amended except by a writing signed by both parties.

21. WAIVER: The failure of ARAMARK or Client to exercise any right or remedy available under this Agreement upon the other party's breach of the terms, representations, covenants or conditions of this Agreement or the failure to demand the prompt performance of any

obligation under this Agreement shall not be deemed a waiver of (i) such right or remedy; (ii) the requirement of punctual performance; or (iii) any right or remedy in connection with subsequent breach or default on the part of the other party.

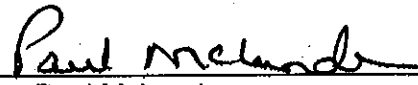
22. TERM AND TERMINATION:

A. Term: The term of this Agreement shall commence on the Effective Date and shall continue for a period of one (1) year thereafter, unless otherwise terminated as provided for elsewhere herein. Thereafter, this Agreement may be renewed, upon the mutual written agreement of the parties, for up to six (6) additional terms of one (1) year each, unless otherwise terminated as provided for elsewhere herein.


B. Termination: Notwithstanding the provisions of Paragraph 22.A of this Agreement, if at any time during the term of this Agreement, either party considers terminating the Agreement, such party shall give the other party written notice that it is considering such action, which notice shall set forth with sufficient specificity such party's reasons for contemplating termination. During the following thirty (30) day period the parties shall discuss, in good faith, the party's reasons for considering termination in an effort to avoid the need for such action. Following the thirty (30) day discussion period, the party considering termination, if not fully satisfied, may elect to terminate the Agreement by giving the other party sixty (60) days' written notice of its intention to terminate.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives the day and year first above written.

UNIVERSITY OF CENTRAL ARKANSAS
("Client")

By: 
Paul McLendon
Vice President for Financial Services

**ARAMARK EDUCATIONAL SERVICES,
INC. ("ARAMARK")**

By: 
Angel Herrera
Vice President

May 26, 2011

Ms. Diane Newton,
Vice President for Finance and Administration
University of Central Arkansas
201 Donaghey Avenue
Wingo Hall
Conway, AR 72035

Dear Ms. Newton:

This Letter Amendment will confirm the understanding between you and our representatives that effective as of June 1, 2011, the Food Services Management Agreement between **UNIVERSITY OF CENTRAL ARKANSAS** ("Client") and **ARAMARK EDUCATIONAL SERVICES, LLC** ("ARAMARK") effective as of June 1, 2005, as amended ("Agreement"), shall be further amended as follows:

1. Paragraph 13, **FINANCIAL TERMS**, Subparagraphs B(1), B(2), C, and D shall be deleted in their entirety, and in their places shall be inserted the following:

"13. FINANCIAL TERMS:

B. Board Plan Rates:

1) **Summer Period 2011:** During the period commencing June 1, 2011 and continuing through August 31, 2011, ARAMARK agrees to prepare and serve meals to Client. ARAMARK will develop, market and sell meal plans directly to the Client's students on a voluntary basis. These revenues will be commissioned as stated in Paragraph 13, Subparagraph G(1), under the Commuter Meal Plan Rate of 12%.

2) **2011-2012 Academic Year:** During the period commencing August 8, 2011 and continuing through May 31, 2012, ARAMARK agrees to prepare and serve meals to Client for Client to resell to its students participating in the Board Plan at the following rates:

<u>Plan Description</u>	<u>Rate per Day*</u>	<u>DCB on Plan*</u>	<u>Meal Equivalency Offered**</u>
Total Access	\$7.34	--	No
Total Access	\$7.34	\$50.00	No
15 Meals per Week	\$6.87	\$80.00	No
10 Meals per Week	\$6.61	\$100.00	No
220 Meal Block	\$8.14	--	Yes
220 Meal Block	\$8.14	\$50.00	Yes
140 Meal Block	\$6.30	\$160.00	Yes
Senior Plan 75 Meal Block***	\$4.24	\$500.00	Yes
\$900.00 DCB Apt Plan	N/A	\$900.00	N/A + 50% Bonus
\$750.00 DCB Apt Plan	N/A	\$750.00	N/A

<u>Plan Description</u>	<u>Rate per Day*</u>	<u>DCB on Plan*</u>	<u>Meal Equivalency Offered**</u>
\$600 DCB Apt Plan	N/A	\$600.00	N/A

* Rates do not include Declining Balance Dollars, which will be invoiced to Client as described in Paragraph 13.B(3) of this Agreement.

** Meal Equivalency will be offered in the Student Center Food Court and BBA Bear Express.

*** For Seniors only.

C. Casual Meals: ARAMARK shall provide casual meals to Client's students, faculty, staff and guests at the following rates per meal:

<u>Meal</u>	<u>Rate</u>
Breakfast	\$6.73
Brunch	\$8.33
Lunch	\$9.05
Dinner	\$9.65

Client's faculty and staff will receive a discount of Forty Percent (40%) of the retail prices of meals purchased in Client's Christian Cafeteria upon presentation of Client-approved identification.

D. Summer Camp Casual Meal Rates: ARAMARK shall provide casual meals to participants and staff at Client's summer camps during the period commencing May 15, 2011 and ending August 31, 2011 at the following rates per meal:

<u>Meal</u>	<u>Rate</u>
Breakfast	\$4.66
Brunch	\$5.67
Lunch	\$5.67
Dinner	\$5.67

2. Paragraph 13, FINANCIAL TERMS, Subparagraph H(5) shall be added to the Agreement and shall read in its entirety as follows:

"13. FINANCIAL TERMS:

H. Financial Commitments:

5) 2011 Branded Concepts Financial Commitment: In consideration of Client's agreement to continue this Agreement with ARAMARK under the new financial terms set forth in Paragraph 13 of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ARAMARK shall make a financial commitment to Client in an amount up to Six Hundred Fifty Thousand Dollars (\$650,000) (the "2011 Branded Concepts Financial Commitment"). Client agrees to invest the 2011 Branded Concepts Financial Commitment in the installation of an Einstein Brothers Bagels location, the installation of a second mutually-agreed upon

national/regional brand location, and other costs associated with the Campus Food Service Program on Client's premises. Any equipment purchased by ARAMARK on Client's behalf shall be purchased as a "sale-for resale" to the Client. Client shall hold title to all such equipment (with the exception of those items which bear the name of ARAMARK, its logo, or any of its logo, service marks or trademarks or any logo, service marks or trademarks of a third party) upon such resale.

The 2011 Branded Concepts Financial Commitment shall be amortized on a straight-line basis over a period of one hundred twenty (120) months, commencing upon the complete expenditure of the 2011 Branded Concepts Financial Commitment. Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of the 2011 Branded Concepts Financial Commitment, Client shall reimburse ARAMARK for the unamortized balance of the 2011 Branded Concepts Financial Commitment as of the date of expiration or termination plus all accrued but unbilled interest as of the date of expiration or termination. Such interest shall accrue from the date the 2011 Branded Concepts Financial Commitment was finalized at the Prime Rate plus two percentage points (2%) per annum, computed each Accounting Period on the declining balance. In the event such amounts owing to ARAMARK are not paid to ARAMARK within 30 days of expiration or termination, Client agrees to pay interest on such amounts at the Prime Rate plus two percentage points (2%) per annum, compounded monthly from the date of expiration or termination, until the date paid. The right of ARAMARK to charge interest for late payment shall not be construed as a waiver of ARAMARK's right to receive payment of invoices within 30 days of the invoice date."

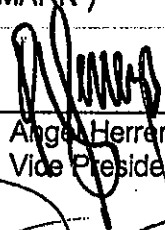
In all other respects, the Agreement shall remain in full force and effect. This letter shall be attached to, and become part of, the Agreement.

If the foregoing is in accordance with your understanding, please sign and date three (3) copies of this Letter Amendment. Please retain one copy and return the remaining two (2) copies of this Letter Amendment at your convenience.

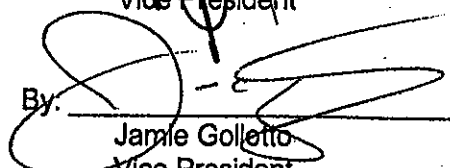
Very truly yours,

ARAMARK EDUCATIONAL SERVICES, LLC
("ARAMARK")

By: _____


Angel Herrera
Vice President

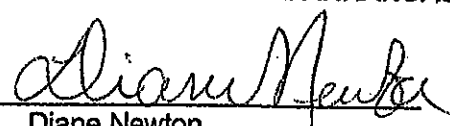
By: _____


Jamie Golletto
Vice President

The foregoing is accepted and agreed to this ____ day of May, 2011.

UNIVERSITY OF CENTRAL ARKANSAS ("Client")

By: _____


Diane Newton,
Vice President for Finance
and Administration



May 26, 2011

Ms. Diane Newton,
Vice President for Finance and Administration
University of Central Arkansas
201 Donaghey Avenue
Wingo Hall
Conway, AR 72035

Dear Ms. Newton:

This Letter Amendment will confirm the understanding between you and our representatives that effective as of June 1, 2011, the Food Services Management Agreement between **UNIVERSITY OF CENTRAL ARKANSAS** ("Client") and **ARAMARK EDUCATIONAL SERVICES, LLC** ("ARAMARK") effective as of June 1, 2005, as amended ("Agreement"), shall be further amended as follows:

1. Paragraph 13, **FINANCIAL TERMS**, Subparagraph H(4) shall be added to the Agreement and shall read in its entirety as follows:

"13. FINANCIAL TERMS:

H. Financial Commitments:

4) 2011 POS Financial Commitment: In consideration of Client's agreement to continue this Agreement with ARAMARK under the new financial terms set forth in Paragraph 13 of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ARAMARK shall make a financial commitment to Client in an amount up to Eighty-Five Thousand Dollars (\$85,000) (the "2011 POS Financial Commitment"). Client agrees to invest the 2011 POS Financial Commitment in a new point-of-sale system and other costs associated with the Campus Food Service Program on Client's premises. Any equipment purchased by ARAMARK on Client's behalf shall be purchased as a "sale-for resale" to the Client. Client shall hold title to all such equipment (with the exception of those items which bear the name of ARAMARK, its logo, or any of its logo, service marks or trademarks or any logo, service marks or trademarks of a third party) upon such resale.

The 2011 POS Financial Commitment shall be amortized on a straight-line basis over a period of sixty (60) months, commencing upon the complete expenditure of the 2011 POS Financial Commitment. Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of the 2011 POS Financial Commitment, Client shall reimburse ARAMARK for the unamortized balance of the 2011 POS Financial Commitment as of the date of expiration or termination

plus all accrued but unbilled interest as of the date of expiration or termination. Such interest shall accrue from the date the 2011 POS Financial Commitment was finalized at the Prime Rate plus two percentage points (2%) per annum, computed each Accounting Period on the declining balance. In the event such amounts owing to ARAMARK are not paid to ARAMARK within 30 days of expiration or termination, Client agrees to pay interest on such amounts at the Prime Rate plus two percentage points (2%) per annum, compounded monthly from the date of expiration or termination, until the date paid. The right of ARAMARK to charge interest for late payment shall not be construed as a waiver of ARAMARK's right to receive payment of invoices within 30 days of the invoice date."

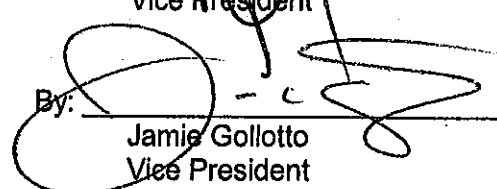
In all other respects, the Agreement shall remain in full force and effect. This letter shall be attached to, and become part of, the Agreement.

If the foregoing is in accordance with your understanding, please sign and date three (3) copies of this Letter Amendment. Please retain one copy and return the remaining two (2) copies of this Letter Amendment at your convenience.

Very truly yours,

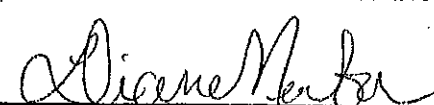
ARAMARK EDUCATIONAL SERVICES, LLC
("ARAMARK")

By: 
Angel Herrera
Vice President

By: 
Jamie Gollotto
Vice President

The foregoing is accepted and agreed to this ____ day of May, 2011.

UNIVERSITY OF CENTRAL ARKANSAS ("Client")

By: 
Diane Newton,
Vice President for Finance
and Administration