

AMENDMENT

UNIVERSITY OF NORTH CAROLINA PEMBROKE

AND

SODEXO MANAGEMENT, INC.

THIS AMENDMENT, dated June 1, 2010, is between UNIVERSITY OF NORTH CAROLINA PEMBROKE ("Client") and SODEXO MANAGEMENT, INC. ("Sodexo").

WITNESSETH:

WHEREAS, Client and Sodexo entered into a certain Management Agreement dated January 15, 1999, as amended ("Agreement"), whereby Sodexo manages and operates University's Food Service operation at the James B. Chavis Center on the campus of Client of North Carolina Pembroke, Pembroke, North Carolina; and

WHEREAS, the parties now desire to further amend the aforesaid Agreement.

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. Section 8.2 is deleted in its entirety and the following substituted therefor:

"8.2 Retail Sales. Commencing July 1, 2010, Sodexo shall retain all cash receipts realized from the Retail Sales operations and pay Operating Expenses. Any Surplus or Deficit shall be for Sodexo's account."

2. This Amendment is effective July 1, 2010, and thereafter, unless amended. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect, except by necessary implication.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Amendment, as of the date indicated in the first paragraph of this Amendment.

UNIVERSITY OF NORTH CAROLINA PEMBROKE

By: R. Neil Hawk
Name: R. Neil Hawk
Title: V.C. BUSINESS and FINANCE

SODEXO MANAGEMENT, INC.

Fred Formichella
Fred Formichella
Senior Vice President

Customer IQ UNC Pembroke

- 57.34% of student population are in the lower 2/3 of the Claritas' PRIZM segments rankings (66), based on Household Income.
- 'Value' is inherently important to the vast majority of student population. While value doesn't always mean low price. They may be willing to pay if they feel they're 'getting their money's worth', at any price level.
- Brand consciousness and loyalty are low, while price sensitivity remains high; therefore, offering a variety (of brands, of menu items, of flavors, etc.) will be a strong driving factor to repeat and satisfied purchases.
- Students will respond best to genuine messaging, without the hype. They don't necessarily need to be 'entertained' while they dine.
- To maximize our operations, they need to be convenient - in terms of location, speed and offering (i.e., ready-made meals, Simply To Go, baked goods, etc.).

File

AMENDMENT

UNIVERSITY OF NORTH CAROLINA PEMBROKE

AND

SODEXO MANAGEMENT, INC.

THIS AMENDMENT, dated March 9, 2010, is between UNIVERSITY OF NORTH CAROLINA PEMBROKE ("Client") and SODEXO MANAGEMENT, INC. ("Sodexo").

WITNESSETH:

WHEREAS, Client and Sodexo entered into a certain Management Agreement dated January 15, 1999, as amended ("Agreement"), whereby Sodexo manages and operates University's Food Service operation at the James B. Chavis Center on the campus of Client of North Carolina Pembroke, Pembroke, North Carolina; and

WHEREAS, the parties now desire to further amend the aforesaid Agreement.

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

- 1. Section 6.15 is deleted in its entirety and the following substituted therefor:

"6.15 Summer Session Food Services.

- A. Effective May 4, 2010, Sodexo shall provide Food Service during the summer session at the rate of Twelve and 03/100 Dollars (\$12.03), plus applicable taxes, if any, per person per day. There shall be no Food Service during the period of MayMester.

- B. For the 2009 Summer Session, individual Meal Rates are as follows:

Breakfast:	\$4.00
Lunch:	\$6.00
Dinner:	\$6.50
	Plus all applicable taxes."

- 2. Section 7.2 is deleted in its entirety and the following substituted therefor:

"7.2 Branded Concepts. Sodexo shall operate the Branded Concepts at Client's Premises under the conditions set forth below. 'Branded Concepts' are defined as food and beverage systems operated by Sodexo through national and regional third party license agreements or franchise agreements or through Sodexo's own in-house trademarked brands.

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A. Sodexo shall control all aspects of the Branded Concepts operations, including menus, recipes, pricing, staffing and hours of operation.

B. Representatives of the licensor of the Branded Concepts shall be allowed access to the Premises during reasonable business hours for quality assurance inspections of the Branded Concepts.

C. Sodexo shall notify Client twenty (20) days in advance of any termination or expiration of a license or franchise agreement related to a Branded Concept. Sodexo and Client shall mutually determine what operation, if any, will replace such Branded Concept. In any event, the Branded Concepts operation shall terminate upon termination or expiration of the Agreement.

D. Upon termination or expiration of the Agreement, Sodexo shall remove related equipment in accordance with the terms of the applicable license agreements.

E. Sodexo is to operate or cause to be operated the following Branded Concepts:

1. Taco Bell
2. WOW Cafe"

2. Section 7.5 is deleted in its entirety and the following substituted therefor:

"7.5 Commissions. Sodexo shall pay Client a commission as follows:

Guest Meals	15% of Net Sales
Retail Cash/DCB Sales	15% of Net Sales
WOW Cash/DCB Sales	7% of Net Sales
Catering:	
\$250,001 and above:	15% of Net Sales
\$250,000 and below:	11% of Net Sales

Sodexo shall prepare a statement of sales and commissions for each Accounting Period and shall submit such statement with any payment due to Client for such Accounting Period."

3. Section 8.2 is deleted in its entirety and the following substituted therefor:

"8.2 Retail Sales. Sodexo shall retain all cash receipts realized from the Retail Sales operations and pay Operating Expenses. Any Surplus or Deficit shall be for Sodexo's account."

4. This Amendment is effective May 4, 2010, and thereafter, unless amended. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect, except by necessary implication.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Amendment, as of the date indicated in the first paragraph of this Amendment.

UNIVERSITY OF NORTH CAROLINA PEMBROKE

By: *R. Neil Hawk*
Name: *R. Neil Hawk*
Title: *Vice Chancellor Business Affairs*

SODEXO MANAGEMENT, INC.

Fred Formichella
Fred Formichella
Senior Vice President

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AMENDMENT

UNIVERSITY OF NORTH CAROLINA PEMBROKE

AND

SODEXO MANAGEMENT, INC.

THIS AMENDMENT, dated May 13, 2009, is between UNIVERSITY OF NORTH CAROLINA PEMBROKE ("Client") and SODEXO MANAGEMENT, INC. ("Sodexo").

WITNESSETH:

WHEREAS, Client and Sodexo entered into a certain Management Agreement dated January 15, 1999, as amended ("Agreement"), whereby Sodexo manages and operates University's Food Service operation at the James B. Chavis Center on the campus of Client of North Carolina Pembroke, Pembroke, North Carolina; and

WHEREAS, the parties now desire to further amend the aforesaid Agreement.

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. Section 6.3 is deleted in its entirety and the following substituted therefor:

"6.3 Resident Dining Rates. The following resident dining rates shall be in effect for the 2009-2010 academic year:

Meal Plan A:	\$9.84 per day, per boarding student
Meal Plan B:	\$9.84 per day, per boarding student
Meal Plan C:	\$9.74 per day, per boarding student

The above board rates shall be based upon a minimum of two hundred fourteen (214) billable board days per year."

2. Section 6.6 is deleted in its entirety and the following substituted therefor:

"6.6 Block Meals. Sodexo shall provide block meals (one card) at a rate of Five and 25/100 Dollars (\$5.25)."

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3. Section 6.15 is deleted in its entirety and the following substituted therefor:

"6.15 Summer Session Food Services.

A. Effective May 8, 2009, Sodexo shall provide Food Service during the summer session at the rate of Eleven and 46/100 Dollars (\$11.46), plus applicable taxes, if any, per person per day. There shall be no Food Service during the period of MayMester.

B. For the 2009 Summer Session, individual Meal Rates are as follows:

Breakfast:	\$4.00
Lunch:	\$6.00
Dinner:	\$6.50

Plus all applicable taxes."

4. Section 6.16 is deleted in its entirety and the following substituted therefor:

"6.16 Apartment Declining Balance Plan. Commencing in August 2009, Sodexo shall offer a declining balance plan to students who live off-campus in the apartments in the amount of Five Hundred Twenty Five Dollars (\$525.00). Unused declining balance dollars shall carry over from fall semester to the spring semester. At the end of each academic year, all unused dollar amounts shall be forfeited and shall be for Sodexo's account."

5. Section 6.17 is deleted in its entirety and the following substituted therefor:

"6.17 Apartment Meal Plan. Commencing in August 2009, Sodexo shall offer the following meal plan to students who live off-campus in the apartments:

7 days, any 6 meals per week at Five Hundred Twenty Five Dollars (\$525.00) per student, per semester."

6. Section 9.2 is deleted in its entirety and the following substituted therefor:

"9.2 Inflation Adjustments. There shall be an annual adjustment to resident dining rates to reflect any increase in the Consumer Price Index, All Urban Consumers, for Food Away From Home ("CPI"), averaged for the preceding twelve (12) month period."

7. Section 10.9 is amended to reflect that the first notification address under Sodexo shall read as follows:

"To Sodexo: Sodexo Management, Inc.
Attention: Fred Formichella
Senior Vice President
16415-B Northcross Drive
Huntersville, North Carolina 28078"

8. This Amendment is effective May 5, 2009, and thereafter, unless amended. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect, except by necessary implication.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Amendment, as of the date indicated in the first paragraph of this Amendment.

UNIVERSITY OF NORTH CAROLINA PEMBROKE

By: *R. Neil Hawk*
Name: *R. Neil Hawk*
Title: *V.C. Business Affairs*

SODEXO MANAGEMENT, INC.

By: *[Signature]*
Fred Formichella
Senior Vice President

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File

AMENDMENT

UNIVERSITY OF NORTH CAROLINA PEMBROKE

AND

SODEXHO MANAGEMENT, INC.

THIS AMENDMENT is between UNIVERSITY OF NORTH CAROLINA PEMBROKE ("the University") and SODEXHO MANAGEMENT, INC. ("Sodexo") and shall be effective as of June 29, 2007.

WITNESSETH:

WHEREAS, the University and Sodexo entered into a certain Management Agreement dated January 15, 1999, as amended ("Agreement"), whereby Sodexo manages and operates Client's Food Service operation at the James B. Chavis Center on the campus of the University of North Carolina Pembroke, Pembroke, NC; and

WHEREAS, the parties now desire to amend the aforesaid Agreement.

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. Section 6.3 is deleted in its entirety and the following substituted therefor:

"6.3 Resident Dining Rates. The following resident dining rates shall be in effect for the 2007-2008 academic year:

Meal Plan A:	\$9.07 per day, per boarding student
Meal Plan B:	\$9.07 per day, per boarding student
Meal Plan C:	\$8.97 per day, per boarding student

The above board rates shall be based upon a minimum of two hundred seventeen (217) billable board days per year."

2. Section 6.6 is hereby deleted in its entirety and the following substituted therefor:

"6.6 Block Meals. Sodexo shall provide block meals (one card) at a rate of Four and 75/100 Dollars (\$4.75)."

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3. Section 6.7 is hereby deleted in its entirety and the following substituted therefor:

"6.7 Intentionally Omitted"

4. Section 6.15 is hereby deleted in its entirety and the following substituted therefor:

" 6.15 Summer Session Food Services.

A. Effective May 7, 2007, Sodexo shall provide Food Services during the summer session at the rate of Ten and 35/100 Dollars (\$10.35), plus applicable taxes, if any, per person per day. There shall be no Food Service during the period of MayMester."

B. For the 2007 Summer Session, Individual Meal Rates are as follows:

Breakfast:	\$3.00
Lunch:	\$5.50
Dinner:	\$6.50
	Plus all applicable taxes"

5. Sections 6.16 and 6.17 are hereby deleted in their entirety and the following substituted therefor:

"6.16 Apartment Declining Balance Plan. Commencing in August 2007, Sodexo shall offer a declining balance plan to students who live off-campus, in the University Courtyard Apartments, in the amount of Five Hundred Dollars (\$500.00). Unused declining balance dollars shall carry over from fall semester to the spring semester. At the end of each academic year, all unused dollar Amounts shall be forfeited and shall be for Sodexo's account.

6.17 Apartment Meal Plan. Commencing in August 2007, Sodexo shall offer the following meal plan to students who live off-campus, in the University Courtyard Apartments:

7 days, any 6 meals per week at Five Hundred Dollars (\$500.00) per student, per semester."

6. The following shall be added to Section 7.2, Branded Concepts:

"3. Wow Café and Wingery"

7. Section 7.5 is hereby deleted in its entirety and the following substituted therefor:

"7.5 Commissions. Sodexo shall pay Client a commission as follows:

Guest Meals	15% of Net Sales
Catering	
\$250,001.00 and above	15% of Net Sales
\$250,000.00 and below	11% of Net Sales
Snack bar sales (except for Chick-Fil-A)	15% of Net Sales
Chick-Fil-A	12% of Net Sales
WOW!	7% of Net Sales

Sodexo shall prepare a statement of sales and commissions for each Accounting Period and shall submit such statement with any payment due to Client for such Accounting Period."

8. The following shall be added to the Agreement as Section 8.7:

"8.7 Investment. On or about September 1, 2007, Sodexo shall make available to Client an amount not to exceed Two Hundred Thousand Dollars (\$200,000) ("Investment"), for the renovation of the Retail Food Service operation. Sodexo shall amortize the Investment on a straight-line basis over ten (10) years, commencing September 1, 2007. Such amortization shall be charged as an Operating Expense of the Food Service operation. Client shall own the Investment, excluding proprietary equipment and signage utilized in the Branded Concepts operation.

If prior to the complete amortization of the Investment any of the following events occur:

- (i) the Agreement expires;
- (ii) the Agreement is terminated;
- (iii) the Agreement is amended and such modification has an adverse economic impact on Sodexo; or
- (iv) Sodexo's procurement programs are no longer utilized for the purchase of goods in connection with the Services provided under this Agreement;

then Client shall reimburse Sodexo, on the expiration date, or within five (5) days after receipt by either party of any notice of termination under this Agreement or within ten (10) days after the occurrence of (iii) or (iv) above, the unamortized portion."

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9. Section 9.2 is hereby deleted in its entirety and the following substituted therefor:

"9.2 Inflation Adjustments. There shall be an annual adjustment to resident dining rates, terms Future Resident Dining Rate increases will be adjusted to reflect the increase in the U. S. Department of Labor Consumer Price Index for Food Away From Home for the prior twelve (12) month period."

10. Section 10.9 is amended to reflect an address change for notices to Sodexho as follows:

"To Sodexho: Sodexho Management, Inc.
Attention: Fred Formichella
Senior Vice President
16415-B Northcross Drive
Huntersville, North Carolina 28078"

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Amendment, as of the date indicated in the first paragraph of this Amendment.

UNIVERSITY OF NORTH CAROLINA
PEMBROKE

By: R. Neil Hawk
Name: _____
Title: V.C. BUSINESS AFFAIRS

SODEXHO MANAGEMENT, INC.
By: Fred Formichella
Fred Formichella
Senior Vice President

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AMENDMENT

UNIVERSITY OF NORTH CAROLINA PEMBROKE

AND

SODEXHO MANAGEMENT, INC.

THIS AMENDMENT is between UNIVERSITY OF NORTH CAROLINA PEMBROKE ("the University") and SODEXHO MANAGEMENT, INC. ("Sodexo") and shall be effective as of November 1, 2006.

WITNESSETH:

WHEREAS, the University and Sodexo entered into a certain Management Agreement dated January 15, 1999 (amended on May 13, 1999, September 14, 2000, August 1, 2001, May 1, 2002, September 13, 2002, November 8, 2002, March 24, 2004, September 7, 2004, January 25, 2005, July 5, 2005, December 22, 2005, June 13, 2006, and August 1, 2006 (the Management Agreement and all amendments are collectively referred to as "the Agreement")) whereby Sodexo manages and operates University's Food Services operation at the James B. Chavis Center on the campus of the University of North Carolina Pembroke, Pembroke, NC; and

WHEREAS, the parties now desire to amend the aforesaid Agreement.

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. Section 3.1(A) of the Agreement is deleted in its entirety and replaced with the following:

"A. The initial term of the Agreement shall continue through July 30, 2008. After July 30, 2008, the term of the Agreement shall automatically renew for successive one-year periods through July 30, 2021, unless either party gives the other party at least 30 days written notice prior to the annual renewal date of July 30th of that party's intent to not renew the Agreement. In addition, either party hereto may terminate the Agreement, without cause and without penalty as further provided in Section 3.1(C) below."

2. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect, except by necessary implication.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Amendment, as of the date indicated in the first paragraph of this Amendment.

UNIVERSITY OF NORTH CAROLINA PEMBROKE

By: R. Neil Hawk

Name: R. Neil Hawk

Title: V.C. Business Affairs

SODEXHO MANAGEMENT, INC.

By: [Signature]

Name: Fred Formichella

Title: Senior Vice President

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AMENDMENT

UNIVERSITY OF NORTH CAROLINA PEMBROKE

AND

SODEXHO MANAGEMENT, INC.

THIS AMENDMENT, dated December 22, 2005, is between UNIVERSITY OF NORTH CAROLINA PEMBROKE ("Client") and SODEXHO MANAGEMENT, INC. ("Sodexo").

WITNESSETH:

WHEREAS, Client and Sodexo entered into a certain Management Agreement, dated January 15, 1999, as amended ("Agreement"), whereby Sodexo manages and operates Client's Food Service operation at the James B. Chavis Center on the campus of the University of North Carolina Pembroke, Pembroke, North Carolina;

WHEREAS, the parties now desire to further amend the aforesaid Agreement;

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. Any and all references to the "2005-2006" academic year shall be changed to "2006-2007."

2. Section 3.1 (A) is deleted in its entirety and the following substituted therefor:

"A. The term of this Agreement is fifteen (15) years, commencing on August 1, 2006 and continuing through July 30, 2021, and shall continue thereafter, until terminated by either party as hereinafter provided."

3. Section 6.3 is deleted in its entirety and the following substituted therefor:

6.3 Resident Dining Rates. The following resident dining rates shall be in effect for the 2006-2007 academic year:

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Meal Plan A	\$8.80 per day, per boarding student
Meal Plan B	\$8.80 per day, per boarding student
Meal Plan C	\$8.70 per day, per boarding student

Future Resident Dining Rate increases will be adjusted to reflect the increase in the U.S. Department of Labor Consumer Price Index for Food Away From Home for the prior twelve (12) month period. The above board rates shall be based upon a minimum of two hundred and fourteen (214) billable board days per year."

4. Section 6.6 is hereby deleted in its entirety and the following substituted therefor:

"6.6 Block Meals. Sodexho shall provide block meals (one card) for Four and 75/100 Dollars (\$4.75)."

5. Section 6.15 is hereby deleted in its entirety and the following substituted therefor:

"6.15 Summer Session Food Service.

A. Effective June 1, 2006, Sodexho shall provide Food Service during the summer session at the rate of Ten and 05/100 Dollars (\$10.05) (plus applicable taxes, if any) per person per day. There shall be no Food Service during the period of MayMester."

B. Summer Session Individual Meal Rates are as follows for the 2006 Summer:

Breakfast:	\$3.00
Lunch:	\$5.50
Dinner:	\$6.50
Breakfast & Lunch:	\$7.50

plus all applicable taxes

6. Sections 6.16 and 6.17 are hereby deleted in their entireties and the following substituted therefor:

"6.16 Apartment Declining Balance Plan. Commencing in August 2006, Sodexho shall offer a declining balance plan to students who live off-campus in the apartments in the amount of Four Hundred Seventy Five Dollars (\$475.00).

6.17 Apartment 6 Meal Plan. Commencing in August 2006, Sodexho shall offer the following meal plan to students who live off-campus in the apartments:

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7 days, any 6 meals per week plus Four Hundred Seventy Five Dollars (\$475.00) per student, per semester."

7. Section 8.2 is hereby deleted in its entirety and the following substituted therefor:

"8.2 Surplus and Deficit. Sodexo shall retain all cash receipts realized from Food Service operations and pay all Operating Expenses. Surplus/Deficit shall be shared as provided below.

Any Deficit shall be borne by Sodexo. Sodexo shall be entitled to retain ten percent (10%) of the Surplus ("Sodexo's share"). Surplus in excess of Sodexo's share shall be shared sixty percent (60%) to the Client and forty percent (40%) to Sodexo, with Client's share to be distributed within thirty (30) days after the end of each calendar year or within thirty (30) days after the date the Agreement is terminated, if terminated other than at the end of the calendar year."

8. Section 8.7 is hereby added to the Agreement and is as follows:

"8.7 University of North Carolina Foundation Fund. Sodexo agrees to pay the University of North Carolina Foundation fifteen (15) equal payments of Two Hundred Thousand Dollars (\$200,000.00). The first payment shall be made on September 1, 2006. Thereafter, future payments will be made on August 1st of each year during the Term of the Agreement. If the Agreement is terminated for any reason prior to August 1st of any year following September 1, 2006, Sodexo shall have no further obligation as it relates to this Section 8.7."

9. Section 10.9 is hereby amended to reflect an address change for notices to Sodexo as follows:

"To Sodexo: Sodexo Management, Inc.
Attention: Fred Formichella
Senior Vice President
16511-D Northcross Drive
Huntersville, North Carolina 28078"

10. Sodexo agrees to assist Client in funding the renovation costs of the new retail operation in the existing UNCP Bookstore if those costs exceed One Hundred Twenty Five Thousand Dollars (\$125,000.00). The terms and conditions of any such investment shall be set forth in an amendment to this Agreement prior to Sodexo making the investment. If the Agreement is terminated for any reason, Sodexo shall have no further obligation as it relates to this provision.

11. This Amendment is effective September 1, 2006 and thereafter, unless amended. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect, except by necessary implication.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Amendment, as of the date indicated in the first paragraph of this Amendment.

UNIVERSITY OF NORTH CAROLINA PEMBROKE

By: *R. Neil Hawk*
Name (printed): R. Neil Hawk
Title: Vice Chancellor Business Affairs

SODEXHO MANAGEMENT, INC.

By: *Fred Formichella*
Fred Formichella
Senior Vice President

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AMENDMENT

UNIVERSITY OF NORTH CAROLINA PEMBROKE

AND

SODEXHO MANAGEMENT, INC.

THIS AMENDMENT, dated December 22, 2005, is between UNIVERSITY OF NORTH CAROLINA PEMBROKE ("Client") and SODEXHO MANAGEMENT, INC. ("Sodexo").

WITNESSETH:

WHEREAS, Client and Sodexo entered into a certain Management Agreement, dated January 15, 1999, as amended ("Agreement"), whereby Sodexo manages and operates Client's Food Service operation at the James B. Chavis Center on the campus of the University of North Carolina Pembroke, Pembroke, North Carolina;

WHEREAS, the parties now desire to further amend the aforesaid Agreement;

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. Any and all references to the "2005-2006" academic year shall be changed to "2006-2007."

2. Section 3.1 (A) is deleted in its entirety and the following substituted therefor:

"A. The term of this Agreement is fifteen (15) years, commencing on August 1, 2006 and continuing through July 30, 2021, and shall continue thereafter, until terminated by either party as hereinafter provided."

3. Section 6.3 is deleted in its entirety and the following substituted therefor:

6.3 Resident Dining Rates. The following resident dining rates shall be in effect for the 2006-2007 academic year:

Meal Plan A	\$8.80 per day, per boarding student
Meal Plan B	\$8.80 per day, per boarding student
Meal Plan C	\$8.70 per day, per boarding student

Future Resident Dining Rate increases will be adjusted to reflect the increase in the U.S. Department of Labor Consumer Price Index for Food Away From Home for the prior twelve (12) month period. The above board rates shall be based upon a minimum of two hundred and fourteen (214) billable board days per year."

4. Section 6.6 is hereby deleted in its entirety and the following substituted therefor:

"6.6 Block Meals. Sodexho shall provide block meals (one card) for Four and 75/100 Dollars (\$4.75)."

5. Section 6.15 is hereby deleted in its entirety and the following substituted therefor:

"6.15 Summer Session Food Service.

A. Effective June 1, 2006, Sodexho shall provide Food Service during the summer session at the rate of Ten and 05/100 Dollars (\$10.05) (plus applicable taxes, if any) per person per day. There shall be no Food Service during the period of MayMester."

B. Summer Session Individual Meal Rates are as follows for the 2006 Summer:

Breakfast:	\$3.00
Lunch:	\$5.50
Dinner:	\$6.50
Breakfast & Lunch:	\$7.50
	plus all applicable taxes

6. Sections 6.16 and 6.17 are hereby deleted in their entireties and the following substituted therefor:

"6.16 Apartment Declining Balance Plan. Commencing in August 2006, Sodexho shall offer a declining balance plan to students who live off-campus in the apartments in the amount of Four Hundred Seventy Five Dollars (\$475.00).

6.17 Apartment 6 Meal Plan. Commencing in August 2006, Sodexho shall offer the following meal plan to students who live off-campus in the apartments:

7 days, any 6 meals per week plus Four Hundred Seventy Five Dollars (\$475.00) per student, per semester."

7. Section 8.2 is hereby deleted in its entirety and the following substituted therefor:

"8.2 Surplus and Deficit. Sodexho shall retain all cash receipts realized from Food Service operations and pay all Operating Expenses. Surplus/Deficit shall be shared as provided below.

Any Deficit shall be borne by Sodexho. Sodexho shall be entitled to retain ten percent (10%) of the Surplus ("Sodexho's share"). Surplus in excess of Sodexho's share shall be shared sixty percent (60%) to the Client and forty percent (40%) to Sodexho, with Client's share to be distributed within thirty (30) days after the end of each calendar year or within thirty (30) days after the date the Agreement is terminated, if terminated other than at the end of the calendar year."

8. Section 8.7 is hereby added to the Agreement and is as follows:

"8.7 University of North Carolina Foundation Fund. Sodexho agrees to pay the University of North Carolina Foundation fifteen (15) equal payments of Two Hundred Thousand Dollars (\$200,000.00). The first payment shall be made on September 1, 2006. Thereafter, future payments will be made on August 1st of each year during the Term of the Agreement. If the Agreement is terminated for any reason prior to August 1st of any year following September 1, 2006, Sodexho shall have no further obligation as it relates to this Section 8.7."

9. Section 10.9 is hereby amended to reflect an address change for notices to Sodexho as follows:

"To Sodexho: Sodexho Management, Inc.
Attention: Fred Formichella
Senior Vice President
16511-D Northcross Drive
Huntersville, North Carolina 28078"

10. Sodexho agrees to assist Client in funding the renovation costs of the new retail operation in the existing UNCP Bookstore if those costs exceed One Hundred Twenty Five Thousand Dollars (\$125,000.00). The terms and conditions of any such investment shall be set forth in an amendment to this Agreement prior to Sodexho making the investment. If the Agreement is terminated for any reason, Sodexho shall have no further obligation as it relates to this provision.

11. This Amendment is effective September 1, 2006 and thereafter, unless amended. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect, except by necessary implication.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Amendment, as of the date indicated in the first paragraph of this Amendment.

UNIVERSITY OF NORTH CAROLINA PEMBROKE

By: *R. Neil Hawk*
Name (printed): *R. Neil Hawk*
Title: *Vice Chancellor Business Affairs*

SODEXHO MANAGEMENT, INC

By: *Fred Formichella*
Fred Formichella
Senior Vice President

*File
Sodexo Contract.*

AMENDMENT

UNIVERSITY OF NORTH CAROLINA-PEMBROKE

AND

SODEXHO MANAGEMENT, INC.

THIS AMENDMENT, dated July 5, 2005, is between UNIVERSITY OF NORTH CAROLINA-PEMBROKE ("Client") and SODEXHO MANAGEMENT, INC. ("Sodexo").

WITNESSETH:

WHEREAS, Client and Sodexo entered into a certain Management Agreement dated January 15, 1999, as amended ("Agreement"), whereby Sodexo manages and operates Client's Food Service operation at the James B. Chavis Center on the campus of the University of North Carolina-Pembroke, Pembroke, North Carolina; and

WHEREAS, the parties now desire to further amend the aforesaid Agreement;

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. Client and Sodexo have agreed to implement Sodexo's Café à la cart™ kiosk system at Client's Premises on or about August 14, 2005. Sodexo will fund the installation of the kiosk's physical components in the amount of Twenty Five Thousand Dollars (\$25,000.00). Sodexo will depreciate the purchase of the kiosk physical components over five (5) years, commencing with the date the components are purchased, and will charge such depreciation as an operating expense of the Food Service.
2. Sodexo shall retain all cash receipts realized from the Café à la cart™ operation and pay all operating expenses. Any profit or loss shall be for Sodexo's account.
3. Client will have access to certain proprietary materials of Sodexo's Café à la cart™ brand, including recipes, signage, surveys and studies, operation guidelines and procedures, operating manuals, computerized data bases and similar compilations and documents used by Sodexo's business operations ("Trade Secrets"). Client shall not disclose any of Sodexo's Café à la cart™ brand's Trade Secrets or other confidential information, directly or indirectly, during or after the term of the agreed use, except as may be required for legal purposes. If required to do so, Client shall provide

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Sodexo ten (10) days' prior written notice of its intent to disclose any such information. Client shall not photocopy or otherwise duplicate any such information without the prior written consent of Sodexo.

4. All of the kiosk's physical components and Trade Secrets (including Café à la cart™ signage or any other signage proprietary to Sodexo) and all other confidential information shall remain the exclusive property of Sodexo and shall be returned to Sodexo immediately upon termination of the Agreement. Without limiting the foregoing, Client specifically agrees that all physical components and all software associated with the operation of the Café à la cart™ kiosk system, including without limitation, menu systems, food production systems, accounting systems and other software, are owned and licensed to Sodexo only. Furthermore, Client's access to or use of such components and software shall not create any right, title interest or copyright in such components and software, and Client shall not retain such beyond the termination of the Agreement.

5. Either party may terminate the Café à la cart™ operation at any time by providing the other party at least sixty (60) day's prior written notice. Upon termination of the Agreement, Sodexo shall remove the total Café à la cart™ operation from the Premises and attempt to sell the use of the physical components to another Sodexo Campus Services account.

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6. This Amendment is effective August 14, 2005, and thereafter, unless amended. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect, except by necessary implication.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Amendment, as of the date indicated in the first paragraph of this Amendment.

UNIVERSITY OF NORTH CAROLINA-PEMBROKE

By: *R. Neil Hawk*
Name (printed): _____
Title: *V.C. Business Affairs*

SODEXHO MANAGEMENT, INC.

By: *Fred Formichella*
Fred Formichella
Senior Vice President

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AMENDMENT

UNIVERSITY OF NORTH CAROLINA PEMBROKE

AND

SODEXHO MANAGEMENT, INC.

THIS AMENDMENT, dated January, 24, 2005, is between UNIVERSITY OF NORTH CAROLINA PEMBROKE ("Client") and SODEXHO MANAGEMENT, INC. ("Sodexho").

WITNESSETH:

WHEREAS, Client and Sodexho entered into a certain Management Agreement, dated January 15, 1999, as amended ("Agreement"), whereby Sodexho manages and operates Client's Food Service operation at the James B. Chavis Center on the campus of the University of North Carolina Pembroke, Pembroke, North Carolina;

WHEREAS, the parties now desire to further amend the aforesaid Agreement;

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. Any and all references to the "2004-2005" academic year shall be changed to "2005-2006".

2. Sections 6.2 and 6.3 are deleted in their entirety and the following substituted therefor:

"6.2 Meal Plans. The following meal plans selected by Client shall be available to resident dining patrons:

- Meal Plan A (7 days, any 19 meals per week)
- Meal Plan B (7 days, any 14 meals plus \$75.00 per semester)
- Meal Plan C (7 days, any 10 meals plus \$125.00 per semester)

Breakfast, lunch and dinner shall be offered Monday through Friday; brunch and dinner shall be offered on Saturday and Sunday.

6.3 Resident Dining Rates. The following resident dining rates shall be in effect for the 2005-2006 academic year:

Meal Plan A	\$8.50 per day, per boarding student
Meal Plan B	\$8.50 per day, per boarding student
Meal Plan C	\$8.60 per day, per boarding student

The above board rates shall be based upon a minimum of two hundred and nine (209) billable board days per year."

3. Sections 6.5, 6.6, 6.7, 6.8 and 6.15 are deleted in their entirety and the following substituted therefor:

"6.5 Guest Meals in Resident Dining Facilities. For guests, prices for meals served in resident dining facilities shall be as follows:

Breakfast	\$3.95
Lunch	\$6.25
Dinner	\$6.95
Sunday Brunch	\$6.95
Children under 3	\$3.00

Plus applicable taxes, if any.

6.6 Block Meals. Sodexho shall provide block meals (one card) for Four and 60/100 Dollars (\$4.60).

6.15 Summer Session Food Service.

A. Effective May 1, 2005, Sodexho shall provide Food Service during the summer session at the rate of Nine and 75/100 Dollars (\$9.75) (plus applicable taxes, if any) per person per day."

B. Summer Session Individual Meal Rates are as follows for the 2005 Summer:

Breakfast:	\$3.00
Lunch:	\$5.50
Dinner:	\$6.50
Breakfast & Lunch:	\$7.50

plus all applicable taxes"

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6.17: 4. The following language is added to the Agreement as Sections 6.16 and 6.17:

"6.16 Apartment Declining Balance Plan. Commencing in May 2005, Sodexo shall offer a declining balance plan to students who live off-campus in the apartments in the amount of Four Hundred Fifty Dollars (\$450.00).

6.17 Apartment 5 Meal Plan. Commencing in May 2005, Sodexo shall offer the following meal plan to students who live off-campus in the apartments at the rate of Four Hundred Fifty Dollars (\$450.00) per student, per semester: 7 days, any 5 meals per week."

5. This Amendment is effective May 15, 2005 and thereafter, unless amended. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect, except by necessary implication.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Amendment, as of the date indicated in the first paragraph of this Amendment.

UNIVERSITY OF NORTH CAROLINA PEMBROKE

By: *R. Neil Hawk*
Name (printed): _____
Title: *V.C. BUSINESS AFFAIRS*

SODEXHO MANAGEMENT, INC.

By: *[Signature]*
Fred. Formichella
Senior Vice President

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*File
Sodexo
contract*

AMENDMENT

UNIVERSITY OF NORTH CAROLINA PEMBROKE

AND

SODEXHO MANAGEMENT, INC.

THIS AMENDMENT, dated September 7, 2004, is between UNIVERSITY OF NORTH CAROLINA PEMBROKE ("Client") and SODEXHO MANAGEMENT, INC. ("Sodexo").

WITNESSETH:

WHEREAS, Client and Sodexo entered into a certain Management Agreement, dated January 15, 1999, as amended ("Agreement"), whereby Sodexo manages and operates Client's Food Service operation at the James B. Chavis Center on the campus of the University of North Carolina Pembroke, Pembroke, North Carolina;

WHEREAS, the parties now desire to further amend the aforesaid Agreement;

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. Section 7.5 is deleted in its entirety and the following substituted therefor:

"7.5 Commissions. Sodexo shall pay Client a commission as follows:

Guest Meals	15% of Net Sales
Catering	
\$250,001.00 and above	15% of Net Sales
\$250,000.00 and below	11% of Net Sales
Snack bar sales	15% of Net Sales
(except for Chick-Fil-A)	
Chick-Fil-A	12% of Net Sales

Sodexo shall prepare a statement of sales and commissions for each Accounting Period and shall submit such statement with any payment due to Client for such Accounting Period."

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2. Section 8.4 is deleted in its entirety and the following substituted therefor:

"8.4 Chancellor Catering Fund. Sodexo shall provide Client a credit for Food Service retail value in the amount of Ten Thousand Dollars (~~\$10,000.00~~) to be used during each academic year at the discretion of the Chancellor. Any unused funds remaining at the end of the academic year or upon termination of the Agreement shall be forfeited. If the Agreement is terminated for any reason prior to the end of the contract year, Sodexo shall have no further obligation as it relates to this Section 8.4." → \$15,000.
rh
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3. Commencing August 1, 2004, Sodexo will no longer be responsible to pay full-time employees' parking permits.

4. This Amendment is effective August 1, 2004, and thereafter, unless amended. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect, except by necessary implication.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Amendment, as of the date indicated in the first paragraph of this Amendment.

UNIVERSITY OF NORTH CAROLINA PEMBROKE

By: *R. Julie Hawk*
Name (printed): _____
Title: *U.C. Bus. Affairs*

SODEXHO MANAGEMENT, INC.

By: *[Signature]*
Fred Formichella
Senior Vice President

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AMENDMENT

UNIVERSITY OF NORTH CAROLINA PEMBROKE

AND

SODEXHO MANAGEMENT, INC.

THIS AMENDMENT, dated March 24, 2004, is between UNIVERSITY OF NORTH CAROLINA PEMBROKE ("Client") and SODEXHO MANAGEMENT, INC. ("Sodexho").

WITNESSETH:

WHEREAS, Client and Sodexho entered into a certain Management Agreement, dated January 15, 1999, as amended ("Agreement"), whereby Sodexho manages and operates Client's Food Service operation at the James B. Chavis Center on the campus of the University of North Carolina Pembroke, Pembroke, North Carolina;

WHEREAS, the parties now desire to further amend the aforesaid Agreement;

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. Any and all references to the "2003-2004" academic year shall be changed to "2004-2005".
2. Section 6.3 is deleted in its entirety and the following substituted therefor:

"6.3 Resident Dining Rates. The following resident dining rates shall be in effect for the 2004-2005 academic year:

Meal Plan A	\$8.10 per day, per boarding student
Meal Plan B	\$8.10 per day, per boarding student
Meal Plan C	\$8.10 per day, per boarding student
Meal Plan D	\$8.10 per day, per boarding student

The above board rates shall be based upon a minimum of two hundred and nine (209) billable board days per year."

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3. Sections 6.5 and 6.6 are deleted in their entirety and the following substituted therefor:

"6.5 Guest Meals in Resident Dining Facilities. For guests, prices for meals served in resident dining facilities shall be as follows:

Breakfast	\$3.55
Lunch	\$4.50
Dinner	\$4.75
Sunday Brunch	\$6.75

Plus applicable taxes, if any.

6.6 Block Meals. Sodexho shall provide block meals (one card) for Four and 10/100 Dollars (\$4.10)."

4. The following is added to the Agreement as Section 6.15:

"6.15 Summer Session Food Service. Sodexho shall provide Food Service during the summer session at the rate of Nine Dollars (\$9.00) (plus applicable taxes, if any) per person per day."

5. This Amendment is effective August 1, 2004, and thereafter, unless amended. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect, except by necessary implication.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Amendment, as of the date indicated in the first paragraph of this Amendment.

UNIVERSITY OF NORTH CAROLINA PEMBROKE

By: *R. Eric Hawk*
Name (printed): _____
Title: *V.C. Business Affairs*

SODEXHO MANAGEMENT, INC.

By: *Fred Formichella*
Fred Formichella
Senior Vice President

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AMENDMENT

UNIVERSITY OF NORTH CAROLINA PEMBROKE

AND

SODEXHO MANAGEMENT, INC.

THIS AMENDMENT, dated November 8, 2002, is between UNIVERSITY OF NORTH CAROLINA PEMBROKE ("Client") and SODEXHO MANAGEMENT, INC. ("Sodexho").

WITNESSETH:

WHEREAS, Client and Sodexho entered into a certain Management Agreement, dated January 15, 1999, as amended ("Agreement"), whereby Sodexho manages and operates Client's Food Services operation at the James B. Chavis Center on the campus of the University of North Carolina Pembroke, Pembroke, North Carolina;

WHEREAS, the parties now desire to further amend the aforesaid Agreement;

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. Any and all references to the "2002-2003" academic year shall be changed to "2003-2004".

2. Section 6.3 is deleted in its entirety and the following substituted therefor:

"6.3 Resident Dining Rates. The following resident dining rates shall be in effect for the 2003-2004 academic year:

Meal Plan A	\$7.35 per day, per boarding student
Meal Plan B	\$7.35 per day, per boarding student
Meal Plan C	\$7.35 per day, per boarding student
Meal Plan D	\$7.35 per day, per boarding student

The above board rates shall be based upon a minimum of two hundred twenty nine (229) billable board days per year."

3. This Amendment is effective August 1, 2003, and thereafter, unless amended. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect, except by necessary implication.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Amendment, as of the date indicated in the first paragraph of this Amendment.

UNIVERSITY OF NORTH CAROLINA PEMBROKE

By: *L. Eric Hawk*
Name (printed): _____
Title: *V.C. Business Affairs*

SODEXHO MANAGEMENT, INC.

By: *Fred Formichella*
Fred Formichella
Regional Vice President

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AMENDMENT

UNIVERSITY OF NORTH CAROLINA PEMBROKE

AND

SODEXHO MANAGEMENT, INC.

THIS AMENDMENT, dated September 13, 2002, is between UNIVERSITY OF NORTH CAROLINA PEMBROKE ("Client") and SODEXHO MANAGEMENT, INC. ("Sodexo").

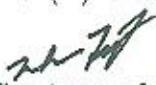
WITNESSETH:

WHEREAS, Client and Sodexo entered into a certain Management Agreement, dated January 15, 1999, as amended ("Agreement"), whereby Sodexo manages and operates Client's Food Services operation at the James B. Chavis Center on the campus of the University of North Carolina Pembroke, Pembroke, North Carolina;

WHEREAS, the parties now desire to further amend the aforesaid Agreement;

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. Section 3.1(A) is deleted in its entirety and the following substituted therefor:

"A.  The term of the Agreement is three (3) years, commencing on August 1, 200~~3~~² and continuing through July 31, 200~~5~~⁶ and is subject to renewal for one (1) additional two (2) year term, unless terminated by either party as hereinafter provided."

2. Sodexo shall purchase equipment for the Food Service operation in an amount not to exceed Fifty Nine Thousand Dollars (\$59,000.00) ("Investment 2"). Sodexo shall amortize the Investment 2 on a straight-line basis over six (6) years, commencing with the date the equipment is placed in service. Such amortization shall be charged as an Operating Expense of Food Service. Client shall own the Investment 2. If the Agreement expires or is terminated prior to the complete amortization of the Investment 2, Client shall reimburse Sodexo, on the expiration date, or within five (5) days after receipt by either party of any notice of termination under this Agreement, the unamortized portion. Client shall, within five (5) days after Sodexo's request, execute

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a U.C.C. financing statement and Sodexho may put the same of record to secure its lien on the unamortized portion of the Investment. Client hereby appoints Sodexho as "attorney-in-fact" to execute such statement in the event Client fails to execute same within such specified five (5) day period.

3. This Amendment is effective August 1, 2002, and thereafter, unless amended. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect, except by necessary implication.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Amendment, as of the date indicated in the first paragraph of this Amendment.

UNIVERSITY OF NORTH CAROLINA PEMBROKE

By: *R. Neil Hawk*
Name (printed): _____
Title: *V.C. Business Affairs*

SODEXHO MANAGEMENT, INC.

By: *Fred Fornichella*
Fred Fornichella
Regional Vice President

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Client Sodexo
Contract
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AMENDMENT
UNIVERSITY OF NORTH CAROLINA
AND
SODEXHO MANAGEMENT

THIS AMENDMENT, dated May 1, 2002, is between UNIVERSITY OF NORTH CAROLINA PEMBROKE ("Client") and SODEXHO MANAGEMENT, INC. ("Sodexo").

WITNESSETH:

WHEREAS, Client and Sodexo entered into a certain Management Agreement, dated January 15, 1999, as amended ("Agreement"), whereby Sodexo manages and operates Client's Food Services operation at the James B. Chavis Center on the campus of the University of North Carolina Pembroke, Pembroke, North Carolina;

WHEREAS, the parties now desire to further amend the aforesaid Agreement;

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. Any and all references to the "2001-2002" academic year shall be changed to "2002-2003".
2. Section 6.3 is deleted in its entirety and the following substituted therefor:

"6.3 Resident Dining Rates. The following resident dining rates shall be in effect for the 2002-2003 academic year:

Meal Plan A	\$7.15 per day, per boarding student
Meal Plan B	\$7.15 per day, per boarding student
Meal Plan C	\$7.15 per day, per boarding student
Meal Plan D	\$7.15 per day, per boarding student

The above board rates shall be based upon a minimum of two hundred twenty nine (229) billable board days per year."

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3. Sections 6.5, 6.6 and 6.7 are deleted in their entirety and the following substituted therefor:

"6.5 Guest Meals in Resident Dining Facilities. For guests, prices for meals served in resident dining facilities shall be as follows:

Breakfast	\$3.45
Lunch	\$4.35
Dinner	\$4.60
Specialty Night	\$5.75
Sunday Brunch	\$6.75

Plus applicable taxes, if any.

6.6 Block Meals. Sodexho shall provide block meals (one card) for Four Dollars (\$4.00).

6.7 Faculty/Staff Buffets. Sodexho shall provide Faculty/Staff Buffets for Four and 50/100 Dollars (\$4.50) per participant."

4. This Amendment is effective May 1, 2002, and thereafter, unless amended. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect, except by necessary implication.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Amendment, as of the date indicated in the first paragraph of this Amendment.

UNIVERSITY OF NORTH CAROLINA PEMBROKE

By: *R. Neil Hawk*
Name (printed): R. Neil Hawk
Title: Vice Chancellor for Business Affairs

SODEXHO MANAGEMENT, INC.

By: *Fred Formichella*
Fred Formichella
Regional Vice President

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AMENDMENT

UNIVERSITY OF NORTH CAROLINA PEMBROKE

AND

SODEXHO MANAGEMENT, INC.

THIS AMENDMENT, dated August 1, 2001, is between UNIVERSITY OF NORTH CAROLINA PEMBROKE ("Client") and SODEXHO MANAGEMENT, INC. ("Sodexho").

WITNESSETH:

WHEREAS, Client and Sodexho (successor by name change to Sodexho Marriott Management, Inc.) entered into a certain Management Agreement, dated January 15, 1999, as amended ("Agreement"), whereby Sodexho manages and operates Client's Food Services operation at the James B. Chavis Center on the campus of the University of North Carolina Pembroke, Pembroke, North Carolina;

WHEREAS, the parties now desire to further amend the aforesaid Agreement;

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. Any and all references to the "2000-2001" academic year shall be changed to "2001-2002".
2. Section 6.3 is deleted in its entirety and the following substituted therefor:

"6.3 Resident Dining Rates. The following resident dining rates shall be in effect for the 2001-2002 academic year:

BOARD.
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Meal Plan A	\$6.82 per day, per boarding student
Meal Plan B	\$6.82 per day, per boarding student
Meal Plan C	\$6.82 per day, per boarding student
Meal Plan D	\$6.82 per day, per boarding student

The above board rates shall be based upon a minimum of two hundred twenty nine (229) billable board days per year."

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3. Sections 6.5, 6.6 and 6.7 are deleted in their entirety and the following substituted therefor:

"6.5 Guest Meals in Resident Dining Facilities. For guests, prices for meals served in resident dining facilities shall be as follows:

Breakfast	\$3.30	<i>\$3.45</i>
Lunch	\$4.15	<i>4.35</i>
Dinner	\$4.35	<i>4.55</i>
Specialty Night	\$5.50	<i>5.75</i>
Sunday Brunch	\$6.40	<i>6.70</i>

Billing Rates

Plus applicable taxes, if any.

6.6 Block Meals. Sodexho shall provide block meals (one card) for Three and 75/100 Dollars (~~\$3.75~~)

2h. (\$3.45)

\$3.75

6.7 Faculty/Staff Buffets. Sodexho shall provide Faculty/Staff Buffets for Four and 25/100 Dollars (\$4.25) per participant."

N/A

4. This Amendment is effective August 1, 2001, and thereafter, unless amended. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect, except by necessary implication.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Amendment, as of the date indicated in the first paragraph of this Amendment.

UNIVERSITY OF NORTH CAROLINA PEMBROKE

By: *R. Neil Hawk*
Name (printed): _____
Title: *V.C. Bus. Affairs*

SODEXHO MANAGEMENT, INC.

By: *[Signature]*
I.V. Mashburn
Senior Vice President

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AMENDMENT

UNIVERSITY OF NORTH CAROLINA PEMBROKE

AND

SODEXHO MARRIOTT MANAGEMENT, INC.

THIS AMENDMENT, dated September 14, 2000, is between UNIVERSITY OF NORTH CAROLINA PEMBROKE ("Client") and SODEXHO MARRIOTT MANAGEMENT, INC. ("SMM").

WITNESSETH:

WHEREAS, Client and SMM entered into a certain Management Agreement, dated January 15, 1999, as amended ("Agreement"), whereby SMM manages and operates Client's Food Services operation at the James B. Chavis Center on the campus of the University of North Carolina Pembroke, Pembroke, North Carolina;

WHEREAS, the parties now desire to further amend the aforesaid Agreement;

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. The following are added as Sections 2.7, 2.8 and 2.9.

"2.7 Deficit. The excess of the total of Operating Expenses over Net Sales.

2.8 Operating Expenses. All costs, Charges and expenses incurred in connection with the Food Service operation including, but not limited to, the following:

A. The invoiced amounts to SMM of goods, including food, beverages, merchandise, and supplies plus a Charge for procurement services equal to six tenths percent (.6%) of such invoiced amounts. Operating Expenses shall be net of any rebates obtained from local vendors, suppliers, or distributors for goods procured specifically for Client's account. Prompt payment discounts and any other rebates or allowances obtained from vendors, suppliers, or distribution companies, including those obtained through SMM's national or regional purchasing arrangements based on SMM's total purchases, will be retained by SMM. In any event, however, the total of the invoiced amounts of such goods and the procurement Charge shall be competitive, on an aggregate basis, with

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prices at which such goods and services can be purchased in the geographic area of the Food Service operations;

B. Labor, including salaries (including bonuses, if any), wages, taxes, benefits, relocation expenses, payroll administration, retirement plans, and the cost of administering all such plans and services;

C. Other costs, Charges and expenses, including, but not limited to, amortization or depreciation of equipment, any Investments (as further defined) made pursuant to the terms of this Agreement, decor, signage, and other items purchased on behalf of the Food Service, commissions paid, Charges for workers' compensation, general liability insurance and other insurance maintained pursuant to this Agreement, based on average manual rates for such insurance in the geographic area of the Premises, out of pocket travel and related expenses for training of employees assigned to the Food Service operation, including the costs of an on-site trainer(s) temporarily assigned to the Premises, sales, use, and other taxes related to the Food Service (other than taxes collected and remitted by SMM to a taxing authority), and costs of licenses, permits, certifications, information systems, software and software maintenance, armored car services, fees charged to SMM for credit or debit card sales, bank service fees (net of any interest) for depositing receipts from the Food Service operations, electronic meal program identification system supplies, marketing and promotional or proprietary materials, including CrossRoads Cuisines® signage and related materials, uniforms and linen, flowers, decorations, Smallwares, minor equipment, repair and maintenance of SMM-supplied equipment and other services used in the Food Service operation.

2.9 Surplus. The excess of Net Sales over the total of Operating Expenses."

2. Any and all references to the "1998-1999" academic year shall be changed to read "2000-2001".

3. Section 6.3 is deleted in its entirety and the following substituted therefor:

"6.3 Resident Dining Rates. The following resident dining rates shall be in effect for the 2000-2001 academic year:

A.	Meal Plan A	\$6.54 per day, per boarding student
B.	Meal Plan B	\$6.54 per day, per boarding student
C.	Meal Plan C	\$6.54 per day, per boarding student
D.	Meal Plan D	\$6.54 per day, per boarding student"

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4. Section 6.5 is deleted in its entirety and the following substituted therefor:

"6.5 Guest Meals in Resident Dining Facilities. For guests, prices for meals served in resident dining facilities shall be as follows:

Breakfast	\$3.10
Lunch	\$3.90
Dinner	\$4.10
Premium Meals	\$5.15
Sunday Brunch	\$6.00

Plus applicable taxes, if any."

5. Section 6.6 is deleted in its entirety and the following substituted therefor:

"6.6 Block Meals. SMM shall provide block meals (one card) for Three and 35/100 Dollars (\$3.35)."

6. The following is added as Section 6.7 with the remaining sections renumbered accordingly:

"6.7 Faculty/Staff Buffets. SMM shall provide Faculty/Staff Buffets for Four Dollars (\$4.00) per participant."

7. Section 8.2 is deleted in its entirety and the following substituted therefor:

"8.2 Surplus and Deficit. SMM shall retain all cash receipts realized from the Food Service operations and pay all Operating Expenses. Surplus/Deficit shall be shared as provided below.

Any Deficit shall be borne by SMM. SMM shall be entitled to retain four percent (4%) ("SMM's share") of the Surplus. Surplus in excess of SMM's share shall be shared fifty percent (50%) to Client and fifty percent (50%) to SMM, with Client's share to be distributed within thirty (30) days after the end of each calendar year or within thirty (30) days after the date the Agreement is terminated if terminated other than at the end of a calendar year."

8. This Amendment is effective retroactive to August 1, 2000, and thereafter, unless amended. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect, except by necessary implication.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Amendment, as of the date indicated in the first paragraph of this Amendment.

UNIVERSITY OF NORTH CAROLINA PEMBROKE

By: *R. Neil Hawk*
Name (printed): R. Neil Hawk
Title: V.C. Bus. Affairs

SODEXHO MARRIOTT MANAGEMENT, INC.

By: *[Signature]*
I.V. Mashburn
Senior Vice President

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AMENDMENT

UNIVERSITY OF NORTH CAROLINA PEMBROKE

AND

SODEXHO MARRIOTT MANAGEMENT, INC.

THIS AMENDMENT, dated May 13, 1999, is between UNIVERSITY OF NORTH CAROLINA PEMBROKE ("Client") and SODEXHO MARRIOTT MANAGEMENT, INC. ("SMM").

WITNESSETH:

WHEREAS, Client and SMM entered into a certain Management Agreement, dated January 1, 1999 ("Agreement"), whereby SMM manages and operates Client's Food Services operation at the James B. Chavis Center on the campus of the University of North Carolina Pembroke, Pembroke, North Carolina;

WHEREAS, the parties now desire to amend the aforesaid Agreement;

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. Section 8.5 is deleted in its entirety and the following substituted therefor:

"8.5 Student Affairs. Annually, SMM shall provide Five Thousand Dollars (\$5,000.00) to be used as a catering allowance by the Vice Chancellor of Student Affairs for the benefit of University of North Carolina Pembroke students."

2. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect, except by necessary implication.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Amendment, as of the date indicated in the first paragraph of this Amendment.

UNIVERSITY OF NORTH CAROLINA PEMBROKE

By: R. Neil Hawk
Name (printed): R. Neil Hawk
Title: Vice Chancellor Business Affairs

SODEXHO MARRIOTT MANAGEMENT, INC.

By: I.V. Mashburn
I.V. Mashburn
Senior Vice President

MASTER AGREEMENT

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MANAGEMENT AGREEMENT

This Management Agreement ("Agreement") is made and entered into as of this 15th day of January, 1999, by and between UNIVERSITY OF NORTH CAROLINA PEMBROKE, an educational institution ("Client"), and SODEXHO MARRIOTT MANAGEMENT, INC., a New York corporation ("SMM"), who agree as follows:

ARTICLE I PURPOSE OF THIS AGREEMENT

1.1 Purpose of Agreement. This Agreement sets forth the terms and conditions upon which Client retains SMM to manage and operate Food Service for Client's students, faculty, staff, employees and invited guests.

1.2 Agency Relationship. SMM shall act as agent for Client in the management of the Food Service operation. SMM shall purchase food and supplies in SMM's name and SMM shall pay the invoices. As principal, Client may supervise SMM's daily operation of the Food Service operations, including working conditions for Food Service employees and safety, sanitation and maintenance of the Premises.

1.3 Previous Agreements. Client and SMM (Successor by name change to Marriott Management Services Corp.) previously entered into an Agreement dated May 24, 1990, and subsequent amendments, concerning the scope of services to be provided by SMM as set forth in Section 1.1 herein. This Agreement supersedes the agreements noted in the preceding sentence and any and all other previous agreements relating to the subject matter as specified in Section 1.1 herein.

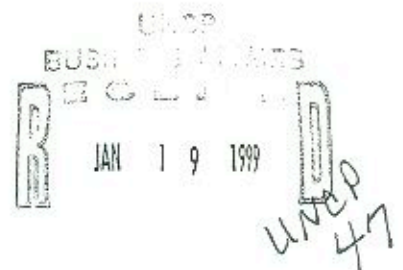
ARTICLE II DEFINITIONS

2.1 Accounting Period. SMM's accounting calendar ordinarily contains one five week and two four week Accounting Periods in each quarter of a year.

2.2 Food Service. The preparation, service and sale of food, beverages, goods, merchandise and other items at the Premises. Food Service shall include the following:

- Resident Dining Program
- Retail Sales (including Chick-Fil-A and Taco Bell)
- Catering

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2.3 General Support Services Allowance. Allowance for overhead services provided by SMM for the following:

A. Supervision of SMM employees by executives not assigned to the Food Service operation; and

B. General support provided by SMM's accounting, tax, law, and internal audit departments.

2.4 Net Sales. All sales of food, beverages, goods, merchandise and services in the Food Service operation, excluding sales taxes.

2.5 Premises. Client's Food Service facilities located at the James B. Chavis Center on the campus of the University of North Carolina Pembroke, Pembroke, NC 28372.

2.6 Smallwares. Dishware, glassware, flatware, utensils and similar items.

ARTICLE III TERM AND EXCLUSIVITY

3.1 Term and Termination.

A. The term of the Agreement is five (5) years, ("Initial Term") commencing on August 1, 1998, and is subject to one (1) three (3) year renewal followed by one (1) two (2) year renewal. Notwithstanding the foregoing, in the event that SMM and Client mutually consent to SMM's continued operation of the Food Service after the expiration of the above-stated term, then the terms and obligations of this Agreement shall remain in full force and effect until this Agreement is terminated by either party upon ninety (90) days prior written notice or until the parties agree otherwise.

B. If either party breaches a material provision hereof ("Cause"), the non-breaching party shall give the other party notice of such Cause. If the Cause is remedied within ten (10) days in the case of failure to make payment when due or sixty (60) days in the case of any other Cause, the notice shall be null and void. If such Cause is not remedied within the specific period, the party giving notice shall have the right to terminate this Agreement upon expiration of such remedy period. The rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.

C. Either party may terminate this Agreement at any time upon ninety (90) days' prior written notice to the other party.

3.2 Effect Of Termination. If the Agreement is terminated, Client shall reimburse SMM for the unamortized portion of SMM's Investment relating to the Services.

3.3 Exclusive. Client grants SMM the exclusive right to perform Food Service on or from the Premises. Client grants SMM and its affiliates the right to bid on the procurement of furnishings, fixtures and equipment and on the provision of design services related to the Premises on terms to be agreed upon.

ARTICLE IV EMPLOYEES

4.1 SMM Management Employees. SMM shall provide management employees to supervise all Food Service employees.

4.2 SMM Nonmanagement Employees. All nonmanagement Food Service employees shall be SMM Employees. SMM shall consider Client's employee policies and practices when establishing policies and practices for SMM employees. SMM shall not, without Client's prior approval, make any substantial change in wages, fringe benefits or working conditions of nonmanagement Food Service employees, unless required by applicable law, regulation, ordinance or court order.

4.3 Personnel Obligations. Each party hereto shall be solely responsible for all personnel actions and all claims arising out of injuries occurring on the job regarding employees on its respective payroll. 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. Each party shall indemnify, defend and hold the other harmless from and against any claims, liabilities and expenses related to or arising out of the indemnifying party's responsibilities set forth herein.

4.4 Agreement Not To Hire. Client shall not, without SMM's written consent, hire, make any agreement with, or permit the employment, in any operation providing food service, any person who has been a SMM management employee at the Food Service within the earlier of one (1) year after said employee terminates employment with SMM or within one (1) year after termination of this Agreement. Client agrees that SMM employees have acquired special knowledge, information, skills and contacts as a result of being employed with and trained by SMM. This provision shall survive termination of this Agreement.

4.5 Equal Opportunity and Affirmative Action Employer. Neither party shall 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

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recruitment, selection, training, utilization, promotion, termination, or other employment related activities concerning Food Service employees. In addition, each party affirms that it is an equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations including, but not limited to, Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; The Americans With Disabilities Act; and any additions or amendments thereto.

ARTICLE V INVENTORIES, PREMISES, EQUIPMENT AND MAINTENANCE

5.1 Premises and Equipment. Client shall furnish at its expense, Premises and equipment including but not limited to kitchen equipment, suitably furnished office space, including a safe for the temporary holding of funds and fire extinguishing equipment. SMM shall take reasonable and proper care of the facilities and return them to Client at termination of the Agreement.

5.2 Condition of Premises and Equipment. The Premises and equipment provided by Client for use in the Food Service operation shall be in good condition and maintained by Client to ensure compliance with applicable laws concerning building conditions, sanitation, safety and health (including, without limitation, OSHA regulations). Client agrees to indemnify SMM against any liability or assessment, including related interest and penalties, arising from Client's breach of the aforementioned obligations, and Client shall pay reasonable collection expenses, attorneys' fees and court costs incurred in connection with the enforcement of such indemnity. Client further agrees that any modifications or alterations to the workplace or the Premises (whether structural or non-structural) necessary to comply with any statute or governmental regulation shall be the responsibility of Client and shall be at the Client's expense. This provision shall survive the termination of this Agreement.

5.3 Sanitation and Janitorial Service. The responsibilities of the parties with respect to the usual and customary cleaning and sanitation of the Premises shall be as follows:

A. SMM's Responsibilities. SMM shall be responsible for housekeeping and sanitation in food preparation, storage, dining, and serving areas. SMM shall clean the inside of windows, shampoo carpets, and transport refuse to designated refuse collection areas. SMM at its expense shall engage the services of a reputable and licensed pest control operator to maintain the Food Service areas.

B. Client's Responsibilities. Client shall be responsible for periodic cleaning of walls, ceilings, ceiling fixtures, drapes, fixtures, outside of windows, air ducts and hood vent systems (per local ordinance). Client shall provide and maintain adequate fire extinguishing equipment for the Premises, and shall be responsible for removal of refuse from refuse collection areas. Client shall be responsible for any costs involved in setting up and cleaning the Premises for functions not managed by SMM.

5.4 Maintenance. Client shall, at Client's expense, provide maintenance personnel and outside maintenance services, parts and supplies required to properly maintain the Premises and Client-owned equipment.

5.5 Inventories of Food, Beverages and Supplies. SMM shall purchase and own inventories of food, beverages, goods, merchandise and supplies.

5.6 Inventory of China and Smallwares. Client and SMM jointly have inventoried all china, if any, and Smallwares owned by Client and have agreed as to required inventory levels. If at any time SMM is to provide additional Services not provided for herein, Client shall be responsible to increase, at its own expense, the inventories required for the additional service(s). Client, at its expense, shall maintain the required inventory levels, providing replacements when needed.

5.7 Telephone Expenses. SMM shall be responsible for telephone equipment, maintenance of equipment, and installation costs unless mutually agreed upon otherwise. SMM shall pay its local and long distance telephone billings.

5.8 Meal Program Identification System. SMM shall be responsible for all costs related to the electronic meal program identification system, including hardware, software, and on-going supplies.

5.9 Equipment Failure. If equipment failure causes loss of refrigerated or frozen products, or if Client's dishmachine equipment becomes inoperative for reason other than SMM's negligence, causing the use of disposable items, Client and SMM shall mutually agree on the additional cost to SMM. Client shall reimburse SMM for all such costs.

5.10 Utilities. Client shall be responsible for the cost of utilities consumed in the Food Service operation.

ARTICLE VI RESIDENT DINING PROGRAM

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6.1 Service and Locations. SMM shall provide Food Service for Client's resident dining patrons at the Premises and at such other locations as Client and SMM shall agree.

6.2 Meal Plans. The following meal plans selected by Client shall be available to resident dining patrons:

- Meal Plan A (7 days, any 5 meals plus \$125.00)
- Meal Plan B (7 days, any 9 meals plus \$100.00)
- Meal Plan C (7 days, any 14 meals plus \$50.00)
- Meal Plan D (7 days, 19 meals - three (3) meals per day Monday through Friday; two (2) meals on Saturday and Sunday)

Breakfast, lunch and dinner shall be offered Monday through Friday; brunch and dinner shall be offered on Saturday and Sunday.

6.3 Resident Dining Rates. The following resident dining rates shall be in effect for the 1998-1999 academic year:

- A) Meal Plan A: Six Dollars (\$6.00) per day, per boarding student.
- B) Meal Plan B: Six Dollars (\$6.00) per day, per boarding student.
- C) Meal Plan C: Six Dollars (\$6.00) per day, per boarding student.
- D) Meal Plan D: Six Dollars (\$6.00) per day, per boarding student.

6.4 Partial Service Days. Charges for partial service days at the beginning or end of an academic term or vacation period shall be based on a fraction of the daily resident dining rate as follows:

Breakfast:	1/6 of rate
Lunch:	2/6 of rate
Dinner:	3/6 of rate

6.5 Guest Meals In Resident Dining Facilities. For guests, prices for meals served in resident dining facilities shall be as follows:

Breakfast:	\$3.00
Lunch:	\$3.80
Dinner:	\$4.00
Premium Meals:	\$5.00

Plus applicable taxes, if any.

6.6 Block Meals. SMM shall provide block meals (one card) for Three and 25/100 Dollars (\$3.25).

6.7 Unscheduled Service Charges. For service not included in the resident dining rate such as service on Freshman Days, between semesters, commencement and the summer session, SMM shall provide Food Service at mutually agreed upon times and charges.

6.8 Preseason Meals. Preseason meals for athletic teams shall be charged to Client in amounts sufficient to recover operating expenses incurred in providing the meals.

6.9 Seconds Policy. Unlimited servings of all food and beverage items, with the exception of steak/gourmet night entrees and special event menus, shall be available to resident dining patrons. All food obtained by resident dining patrons from the serving line must be consumed within the dining area.

6.10 Serving Style. Except for variations agreed to by both parties hereto, all resident dining meals shall be served cafeteria-style. SMM encourages occasional variations from this style, provided that planning and implementation of variations are coordinated with SMM in advance.

6.11 Menus and Prices. SMM shall recommend prices to be charged for food and beverages, and shall prepare menus and establish quantities and portions to be served.

6.12 Special Diets. SMM shall supply any medically required special diets for resident dining patrons when prescribed and approved in writing by a medical doctor and Client. If the cost of a special diet exceeds normal meal cost, the patron shall pay the difference in cost.

6.13 Food Committee Meetings. SMM shall have Food Committee meetings at dates and times agreed upon by SMM and Food Committee member. Meetings may be canceled by mutual agreement between SMM and Food Committee members.

ARTICLE VII RETAIL SALES PROGRAM

7.1 Locations. SMM shall provide retail products at the Premises and at such other locations as Client and SMM shall agree.

7.2 Branded Concepts. SMM shall operate the following Branded Concepts at Client's food service facility:

Chick-Fil-A
Taco Bell

A. SMM shall control all aspects of the Branded Concepts operations, including menus, recipes, pricing, staffing and hours of operation.

B. Representatives of the licensor of the Branded Concepts shall be allowed access to Client's facilities during reasonable business hours for quality assurance inspections of the Branded Concepts.

C. SMM shall notify Client twenty (20) days in advance of any termination or expiration of a license or franchise agreement related to a Branded Concept. SMM and Client shall mutually determine what operation, if any, will replace such Branded Concept. In any event, the Branded Concepts operation shall terminate upon termination or expiration of the Agreement.

D. Upon termination or expiration of the Agreement, SMM shall remove related equipment in accordance with the terms of the applicable license agreements.

7.3 Retail and Concession Product Prices. Prices charged for retail and or concession products shall be reasonable as determined by mutual agreement of the parties.

7.4 Catered Functions. Prices for catered functions, including but not limited to Client or third party functions, shall be established by mutual agreement of the parties. Client shall be responsible for collection of amounts due for catered functions. SMM shall prepare and submit invoices to Client for individuals or groups served by SMM at catered functions, which invoices shall provide for payment to Client. SMM shall invoice Client weekly for such functions.

7.5 Commissions. SMM shall pay Client a commission as follows:

Guest Meals	15% of Net Sales
Catering	15% of Net Sales
Snack bar sales	15% of Net Sales
(Except for Chick Fil A)	
Chick Fil A	12% of Net Sales

SMM shall prepare a statement of sales and commissions for each Accounting Period and shall submit such statement with any payment due to Client for such Accounting Period.

7.6 Financial Offsets. SMM shall pay commissions due to Client at the appropriate settlement time; provided, however, that SMM shall first offset any past due amounts owed by Client to SMM including interest charges.

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ARTICLE VIII
FINANCIAL ARRANGEMENTS

8.1 Advance Resident Dining Billing Procedures. SMM shall invoice Client for estimated amounts to be paid for resident dining for the next period in advance on the first day of every Accounting Period. Commencing with the second advance billing, each invoice shall include an adjustment reconciling the estimated and actual charges for the previous period. Invoices shall be due within twenty one (21) days after the invoice date. Client shall pay interest on any amounts not paid when due at the lesser of one and one-half percent (1.5%) each month or the highest contractual interest rate allowed by applicable state law.

8.2 Surplus and Deficit. SMM shall retain all cash receipts realized from the Food Service operations and pay all operating expenses. Any surplus/deficit shall be for SMM's account. This provision of the agreement may be amended by mutual agreement of the parties.

8.3 SMM's Investment. SMM shall renovate the dining hall in an amount not to exceed Three Hundred Forty Five Thousand Dollars (\$345,000) ("Investment"). SMM shall amortize the Investment on a straight-line basis over ten (10) years, commencing with the date renovation is completed. Client shall own the Investment. If the Agreement expires or is terminated prior to the complete amortization of the Investment, Client shall reimburse SMM, on the expiration date, or within days after receipt by either party of any notice of termination under this Agreement, the unamortized portion, and shall thereafter own the renovation. Client shall, within thirty (30) days after SMM's request, execute a U.C.C. financing statement and SMM may put the same of record to secure its lien on the unamortized portion of the Investment.

8.4 Chancellor Allowance. Annually, SMM shall provide Five Thousand Dollars (\$5,000) to be used as a catering allowance for the Chancellor.

8.5 Student Affairs. Annually, SMM shall provide Five Thousand Dollars (\$5,000.00) to be used as a catering allowance for student affairs.

8.6 Statements and Records. SMM shall submit operating statements to Client for each Accounting Period and maintain books and records in accordance with generally accepted accounting principles. The operating statements submitted by SMM may reflect certain internal charges and allocations which are applied on a consistent

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basis to SMM Higher Education accounts including a General Support Services Allowance equal to seven and five tenths percent (7.5%) of Net Sales.

ARTICLE IX FINANCIAL ADJUSTMENTS

9.1 Changes in Policies and Practices. The financial terms set forth in this Agreement and other obligations assumed by SMM hereunder are based on conditions in existence on the date SMM 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 tax. In addition, SMM 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 representation by Client, the financial terms and other obligations assumed by SMM shall be renegotiated on a mutually agreeable basis to reflect such change, inaccuracy or breach.

9.2 Inflation Adjustments. There shall be an annual adjustment to resident dining rates to reflect, at a minimum, increases in the U.S. Department of Labor Consumer Price Index for Wholesale Price Index ("WPI").

ARTICLE X GENERAL TERMS AND CONDITIONS

10.1 Taxes. SMM and Client shall each bill and collect sales taxes, if applicable, on all meals and services for which each respectively collects revenue from customers. SMM shall bill and collect sales and use taxes if applicable on purchases billed to Client.

10.2 Compliance with Law. SMM shall comply with all applicable laws, ordinances, rules and regulations relating to Food Service sanitation, safety and health, and shall maintain all necessary licenses and permits. Client shall cooperate with SMM to accomplish the foregoing.

10.3 Year 2000. SMM warrants through January 1, 2001 that any computer software which is internally and exclusively developed and supported by SMM is designed to operate dates correctly, including dates occurring before, on, and after January 1, 2000. SMM shall have no liability for any other defect or problem arising out of date processing, including without limitation for any third party systems.

10.4 Insurance. The parties shall maintain insurance as follows:

A. Workers' Compensation Insurance. Each party shall maintain workers' compensation coverage as required by state law covering all of its employees employed in connection with the Food Service operations.

B. Comprehensive or Commercial Insurance. SMM shall maintain during the term of the Agreement, Comprehensive or Commercial General Bodily Injury and Property Damage Liability Insurance with a Combined Single Limit of not less than Five Million Dollars (\$5,000,000.00) for each occurrence, including, but not limited to, Personal Injury Liability, Broad Form Property Damage Liability on SMM's property, Blanket Contractual Liability and Products Liability, covering only the operations and activities of SMM under the Agreement and, upon request, shall provide Client with a certificate evidencing such policies. The insurance policies shall contain covenants by the issuing company that the policies shall not be canceled without thirty (30) days' prior written notice of cancellation. Client shall be named as an additional insured under SMM's policies of insurance to the extent Client is indemnified pursuant to Section 10.6.

C. Property Insurance. Client shall maintain a system of coverage (either through purchased insurance, self insurance, or a combination thereof) to keep Client's buildings, including the Premises, and all property contained therein insured against loss or damage by fire, explosion or other cause normally covered by standard broad form property insurance.

10.5 Liability for Non-SMM Approved Vendors. Client understands that SMM has entered into agreements with many vendors and suppliers of products which (i) give SMM the right to inspect such vendors' and suppliers' plants and/or storage facilities and (ii) require such vendors and suppliers to adhere to standards to ensure the quality of the products purchased by SMM for or on behalf of Client. Client may, however, direct SMM to purchase products from non-SMM approved vendors. In such instances, for the mutual protection of Client and SMM, Client will require each such vendor to obtain from a reputable insurance company acceptable to Client and SMM liability insurance (including products liability coverage) and contractual liability insurance in the amount of not less than Five Million Dollars (\$5,000,000.00) for each occurrence naming Client and SMM as additional insureds and which insurance shall not exclude the negligence of Client or SMM. A certificate evidencing such insurance shall be provided to Client and SMM upon the request of either party. Client shall also require each such vendor to sign an indemnity certificate (acceptable to Client and SMM) in which such vendor shall agree to defend, indemnify, and hold harmless Client and SMM from and against all claims, liabilities, losses and expenses, including reasonable costs, collection expenses, and attorneys' fees which may arise as a result of using such vendor's product, except when such liability arises as a result of the sole negligence of SMM and/or Client. Client shall not require SMM to use products from non-SMM approved vendors until such insurance certificates and indemnity certificate has been provided.

10.6 Indemnity. SMM shall defend, indemnify and hold Client harmless from and against all claims, liability, loss and expense, including reasonable collection expenses, attorneys' fees and court costs which may arise because of the sole negligence, misconduct, or other fault of SMM, its agents or employees in the performance of its obligations under this Agreement. In no event shall SMM be responsible for liabilities arising from the negligence of Client, its agents or employees. In addition, with respect to property damage, for which the parties maintain a system of coverage on their respective property, in no event shall either party be responsible for loss or damage to the other party's building, equipment, improvements and other property of every kind and description resulting from fire, explosion or other cause normally covered in standard broad form property insurance policies. This clause shall survive termination of the Agreement.

10.7 Trade Secrets and Proprietary Information. During the term of this Agreement, SMM may grant to Client a nonexclusive right to access certain proprietary materials of SMM, including recipes, signage, Food Service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed to SMM), computerized data bases and similar compilations and documents regularly used in SMM's business operations ("Trade Secrets"). Client shall not disclose any of SMM's Trade Secrets or other confidential information, directly or indirectly, during or after the term of this Agreement. Client shall not photocopy or otherwise duplicate any such material without the prior written consent of SMM. All Trade Secrets (including Crossroads signage or any other signage proprietary to SMM) and other confidential information shall remain the exclusive property of SMM and shall be returned to SMM immediately upon termination of this Agreement. Without limiting the foregoing, Client specifically agrees that all software associated with the operation of the Food Service, including without limitation, menu systems, food production systems, accounting systems, and other software, are owned by or licensed to SMM and not Client. Furthermore, Client's access or use of such software shall not create any right, title interest, or copyright in such software, and Client shall not retain such software beyond the termination of this Agreement.

10.8 Assignment. This Agreement may not be assigned by either party without the written consent of the other, except SMM may, without prior approval and without being released from any of its responsibilities hereunder, assign this Agreement to any affiliate or wholly-owned subsidiary of SMM.

10.9 Notice. Any notice or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:

To Client: University of North Carolina Pembroke
Attention: Neil Hawk
Vice Chancellor for Business Affairs
P.O. Box 1510
Pembroke, NC 28372

To SMM: Sodexo Marriott Management, Inc.
Attention: I.V. Mashburn
Senior Vice President, Education
Services
1210 Hillcrest Road
Mobile, Alabama 36695

and: Sodexo Marriott Management, Inc.
Attention: Law Department
9801 Washingtonian Blvd., Dept. 51/899.74
Gaithersburg, Maryland 20878

and/or to such other persons or places as either of the parties may hereafter designate in writing. All such notices shall be effective when received.

10.10 Catastrophe. Neither SMM nor Client shall be liable for the failure to perform its respective obligations hereunder when such failure is caused by fire, explosion, water, act of God, civil disorder or disturbances, strikes, vandalism, war, riot, sabotage, weather and energy-related closings, governmental rules or regulations, or like causes beyond the reasonable control of such party, or for real or personal property destroyed or damaged due to such causes.

10.11 Construction and Effect. A waiver of any failure to perform under this Agreement shall neither be construed as nor constitute a waiver of any subsequent failure. The article and section headings used herein are used solely for convenience and shall not be deemed to limit the subject of the articles and sections or be considered in their interpretation. Any exhibits referred to herein are made a part of this Agreement by reference, provided that in the event of a conflict between the terms of such exhibit or any other document incorporated herein, and the terms of this Agreement, the terms of the Agreement shall govern. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

10.12 Waiver of Jury Trial. SMM and Client hereby waive their rights to trial by jury with respect to any dispute or litigation between them arising under or related to this Agreement.

10.13 Amendments to Agreement. All provisions of this Agreement hereto shall remain in effect throughout the term thereof unless the parties agree, in a written document signed by both parties, to amend, add or delete any provision. The Request

for Proposal dated March 18, 1998 and SMM's proposal submitted in response thereto are hereby incorporated by reference. This Agreement, including the incorporated documents contains all agreements of the parties with respect to matters covered herein, superseding any prior agreements and may not be changed other than by an agreement in writing signed by the parties hereto. In the event of a conflict between the Agreement and the aforementioned documents they shall govern in the following order: (1) Agreement, (2) Proposal and (3) Request for Proposal.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first signed or the first day of the Term, whichever is sooner.

UNIVERSITY OF NORTH CAROLINA
PEMBROKE

By: *R. Neil Haak*
Name (printed): R. Neil Haak
Title: V.C. Business Affairs
Signature Date: 1-20-99

SODEXHO MARRIOTT MANAGEMENT, INC.

By: *[Signature]*
Name (printed): I.V. Mashburn
Title: Senior Vice President
Signature Date: January 18, 1999

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File copy

Management Agreement between The University of North Carolina at Pembroke and Sodexo Marriott Management, Inc., on 15th day of January, 1999.

8.5 of Article VIII FINANCIAL ARRANGEMENTS is amended as of May 1, 1999.

ARTICLE VIII
FINANCIAL ARRANGEMENTS

8.1 Advance Resident Dining Billing Procedures.

8.2 Surplus and Deficit.

8.3 SMM's Investment.

8.4 Chancellor Allowance.

8.5 Student Affairs. Annually, SMM shall provide Five Thousand Dollars (\$5,000.00) to be used as a catering allowance by the **Vice Chancellor of Student Affairs for the benefit of UNCP students.**

UNIVERSITY OF NORTH CAROLINA AT PEMBROKE

By: _____
Name (printed): _____
Title: _____
Signature Date: _____

SODEXHO MARRIOTT MANAGEMENT, INC.

By: _____
Name (printed): _____
Title: _____
Signature Date: _____

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