

## **FOOD SERVICES MANAGEMENT AGREEMENT**

**THIS AGREEMENT**, made this 1<sup>st</sup> day of August, 2001, by and between **THE UNIVERSITY OF CENTRAL FLORIDA** ("Client") and **ARAMARK EDUCATIONAL SERVICES, INC.**, a Delaware corporation, having its principal place of business at ARAMARK Tower, 1101 Market Street, Philadelphia, Pennsylvania ("ARAMARK").

**WITNESSETH THAT:**

**1. ENGAGEMENT OF ARAMARK; EFFECTIVE DATE:** Client hereby engages ARAMARK, on an exclusive basis, to provide Client with meals, including a la carte items and non-alcoholic beverages, for Client to resell to its students, faculty, staff and guests on its campus in Orlando, Florida. During the Term of this Agreement ARAMARK will honor all exclusive contracts of the Client. The effective date of this Agreement is August 1, 2001.

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

**A. "Accounting Periods":** The two (2) Accounting Periods of four (4) weeks each and one (1) Accounting Period of five (5) weeks which occur in each quarter. The September Accounting Period in 2003 shall consist of six (6) weeks.

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

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

**D. "Cash Net Receipts":** Gross receipts received by ARAMARK from ARAMARK's cash operations less applicable state and local sales taxes.

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

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

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

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

I. **"Main Campus"**: Facilities located at 4000 Central Park Blvd., Orlando, FL, 32816, Research Park, Knights Court and Knights Crossing.

### 3. **FACILITIES AND EQUIPMENT:**

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

B. **Repair, Replacement and Maintenance**: Client shall furnish building maintenance services for the Food Service Facilities, shall promptly make all equipment repairs and replacements when repair or replacement expenditures are in excess of \$500.00. ARAMARK will be responsible for equipment repairs and replacements of \$500.00 or less up to an amount equal to \$15,000 per year. ARAMARK shall be responsible for the daily care and cleaning of the equipment and facilities. If any repair is due to negligence of use while under ARAMARK's care, ARAMARK shall be responsible for all costs and/or replacement.

C. **Servicewares and Small Expendable Equipment**: Client shall furnish an inventory of Servicewares and Small Expendable Equipment owned by Client. At

the commencement of operations hereunder, ARAMARK and Client shall jointly take an opening inventory of such Servicewares and Small Expendable Equipment, a copy of which shall become part of this Agreement. ARAMARK shall maintain such inventory at its expense.

**D. IT System:** ARAMARK shall operate and maintain a computer technology system owned by UCF (which may include, but not be limited to, hardware, owned and licensed software and systems support) necessary to support the services provided by ARAMARK (the "IT System"). Client shall provide, at its expense, a suitable environment, including such heat, air conditioning, phone and utility service as may be reasonably required for the operation of the IT System.

**E. Facility Rent / Lease Expenses:** The University shall be responsible for all rent/lease expenses for all facilities managed by ARAMARK on the main campus.

**4. CLEANING RESPONSIBILITIES:**

**A. ARAMARK's Responsibilities:** ARAMARK shall maintain high standards of sanitation and shall be responsible for routine cleaning and housekeeping in the food preparation and service areas (including food service equipment, kitchen floors, hoods, grease filters and restrooms associated with food service facilities) and for the routine cleaning of cafeteria tables and chairs.

**B. Client's Responsibilities:** Client, at its expense, shall provide for routine cleaning of all grease traps, duct work, plenum chambers and roof fans. Client shall be responsible to dispose of all trash and garbage in accordance with applicable regulations and laws.

**5. FOOD SERVICE AND MENUS:** ARAMARK shall manage the Campus Food Service Program for Client and Client's students, faculty, staff and guests at such hours and locations as Client and ARAMARK mutually determine.

**5A. Student Union:** If food facilities in the Student Union Building become available during the term of this Agreement, then ARAMARK is granted the right to bid on any food service locations opening up at the Student Union and other locations on the main

campus. Client agrees to provide timely notice to ARAMARK of the availability of this location.

6. **PRICES:** Client and ARAMARK shall mutually determine the prices at which items shall be sold. (Inclusive of board plan pricing and casual meal pricing). If ARAMARK sustains increases in its costs, including but not limited to increases in its product or labor costs, ARAMARK and Client shall mutually agree whether to increase prices to recover such increased costs. Notwithstanding anything herein to the contrary, the Board Plan rates set forth in Paragraph 13.B, are based on the federal and state minimum wage laws in effect as of the date ARAMARK commences operations hereunder. Should the minimum wage be increased at any time after such date pursuant to any federal, state or local law or regulation, ARAMARK shall automatically be entitled to a pro rata increase in its Board Plan rates to cover increased labor costs resulting directly or indirectly from such increase. ARAMARK shall have the right to implement such price increases upon approval by Client, beginning the following semester.

6A. **Hours:** Client and ARAMARK shall mutually agree upon the hours of operation for all food service venues.

7. **PERSONNEL:**

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

B. ARAMARK shall assign to duty on Client's premises only employees who comply with the policies that govern the Client. In the case of the general manager's position, Client shall have the opportunity to interview the candidates for positive feedback purposes only but Client has no discretion over ARAMARK's selection of any final candidate for employment by ARAMARK.

C. ARAMARK will offer employment on a fair trial basis to those of the present food service employees Client recommends, but will not be required to retain those

who do not meet ARAMARK's standards, nor those in excess of the number required for efficient operation.

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

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

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

10. **INVENTORY OF FOOD AND SUPPLIES:** At the termination of this Agreement, Client agrees, if requested by ARAMARK, to either purchase directly or to cause ARAMARK's successor to purchase ARAMARK's mutually agreeable usable inventory of food and supplies at a mutually agreeable price.

11. **LICENSES, PERMITS AND TAXES:** ARAMARK shall obtain all federal, state and local licenses and permits, including a permit to sell and serve liquor, required for the Campus Food Service Program, and shall be responsible for all sales, use, excise, state and local business and income taxes attributable to the Campus Food Service Program. ARAMARK shall be responsible for compliance with all federal, state and local safety and health laws and regulations with respect to the Food Service Facilities.

12. **INSURANCE:** ARAMARK shall meet or exceed the minimum limits set forth in the insurance schedule below. All such insurance policies will be with insurance insurers qualified to do business in Florida. The insurance shall cover all of ARAMARK's operations under this Agreement and shall be effective throughout the term of this Agreement. The Client, its Board of Trustees, and the State of Florida, shall be included as the additional

named insureds on each of ARAMARK's policies. ARAMARK shall furnish Client proof of ARAMARK's insurance coverage by original ACORD certificates of insurance no later than five (5) days after the Agreement is executed. ARAMARK shall submit evidence that it and all of the subcontractor's if any have obtained full insurance coverage set forth in the following schedule. The Client shall always be exempt from, and in no way be liable for, any sums of money which may represent a deductible in any ARAMARK's or ARAMARK's subcontractor's insurance policies. The payment of such deductible shall be the sole responsibility of ARAMARK and/or ARAMARK's subcontractor's that obtained the insurance ARAMARK shall always promptly notify Client of any change in insurance coverage or carrier by it or any of its subcontractors.

**Policy**

(a) Worker's Compensation	Statutory
(b) *Comprehensive General Liability Insurance:	
(1) Bodily Injury Liability	\$ 500,000 each person \$ 500,000 each occurrence \$ 1,000,000 Aggregate
(2) Property Damage Liability	\$ 500,000 each occurrence \$ 1,000,000 Aggregate

**13. PARKING:** ARAMARK shall ensure that all vehicles parked on campus for purposes relating to work resulting from this Agreement shall have proper parking permits. This applies to all personal vehicles and all marked and unmarked company vehicles that will be on any Client campus for one (1) day or more on a recurring basis. All such vehicles must be registered with Client's parking services department, and parking permits must be purchased by ARAMARK. ARAMARK's vehicle(s) shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all Client's parking rules and regulations could result in the issuance of a parking ticket and/or towing at the expense of Client or Client's employee.

**14. FINANCIAL TERMS:**

**A. Client Responsibilities:** All facilities, equipment and services to be

provided by Client under this Agreement shall be at Client's expense.

**B. Commission Rates:** ARAMARK shall remit to the Client the following staged commissions on Board Plan revenue:

- \$0 - \$2,500,000 = 8%
- \$2,500,001 - \$3,000,000 = 10%
- \$3,000,001 - \$3,500,000 = 12%
- \$3,500,001 - \$4,000,000 = 15%
- \$4,000,001 - \$4,500,000 = 18%
- \$4,500,001 - \$5,000,000 = 21%

ARAMARK shall remit to the Client the following commission on all retail revenue, (Excluding Concessions and all C-Store related products on the main campus, Board Plans and Student Union Catering)

- \$0 - \$4,000,000 = 4.0%
- \$4,000,001 - \$5,000,000 = 4.5%
- \$5,000,001 - \$6,000,000 = 5.0%
- \$6,000,001 - \$7,000,000 = 5.5%
- \$7,000,001 - \$8,000,000 = 6.0%
- Commission on Concessions = 20% \*
- \* (ARAMARK is allowed flexibility with pricing)
- Commission on all C-Store related products (excluding prepared foods) = 10%.

(In addition to the commission payment, the Contractor must, by state statute, remit ~~6%~~ the tax on the payment due the University as the department of Revenue has determined these payments to be a rental payment upon which State Sales Tax must be collected. The University is responsible for remitting this payment to the Department of Revenue.)

**C. Proposed Casual Meal Rates:** ARAMARK shall provide casual meals to Client's students, faculty, staff and guests at the following rates: (These rates are for year one only)

Breakfast: \$4.77

Lunch	\$5.83
Dinner	\$6.89

\*\*\* These rates include sales tax

**D. Board Plan Rates:** ARAMARK agrees to prepare and to serve meals to students participating in the board plan at the following rates for Year One:

- Knight and Day Plan – 23 meals per week \$1,185.08
- Knight and Day Black Plan – 23 meals per week plus \$100 retail dollars \$1,273.42
- Knight and Day Gold Plan – 23 meals per week plus \$300 retail dollars \$1,452.22
- Pegasus Plan – 15 meals per week \$1,152.22
- Knight's Feast – 12 meals per week \$1,047.28
- Commuter Convenience Plan - 175 meals per semester \$ 899.94
- Commuter Plus Plan – 75 meals per semester, plus \$100 retail dollars \$ 512.34

**\*\*These rates include sales tax**

**E. Student Catering Fund:** ARAMARK shall provide Client's Student Government Association with \$5,000 annually for student catering functions performed by ARAMARK. The Director of Student Government will have the authorization to utilize these funds.

**F. Presidential Catering Fund:** ARAMARK shall provide Client with \$5,000 annually for presidential catering functions performed by ARAMARK.

**G. Meal Plan Scholarships:** ARAMARK shall provide the Client with two (2) Knight and Day meal plan scholarships to two students designated by Business Services for Client.

**H. Equipment Expenditure:** ARAMARK agrees to expend up to \$2,162,000 (the "Expenditure") for mutually agreed upon equipment and improvements to be used on Client's premises. An itemized list of such equipment, including the total cost



thereof, shall be attached to this Agreement as Exhibit "A" and incorporated herein by reference. The first \$1,662,000 of the Expenditure will be amortized over a period of ten (10) years on a straight-line basis commencing August 1, 2002. The amortization will be billed as a direct cost of operation. The remaining \$500,000 will be expended in increments of \$100,000 per year in the sixth through the tenth years of this Agreement. The amortization for the \$100,000 increments expended in the sixth through the tenth years of this Agreement will not be billed to the Client as a direct cost of operation.

Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of the Expenditure, Client shall reimburse ARAMARK for the unamortized balance of the Expenditure as of the date of expiration or termination plus all accruing interest as of the date of expiration or termination. In the event such amounts owing to ARAMARK are not paid to ARAMARK within 30 days of expiration or termination, Client agrees to pay interest on such amounts at the Prime Rate plus two percentage points per annum, compounded monthly from the date of expiration or termination, until the date paid.

Title to the equipment shall pass to Client upon completion of amortization or earlier payment to ARAMARK of the unamortized balance. At that time, ARAMARK will, upon request, convey the equipment to Client by a bill of sale.

**I. Utility Payment:** ARAMARK will pay the Client for the expense of metered utilities for the Food Service Facilities up to \$15,000 per month or up to \$180,000 annually beginning September 1, 2001.

**J. Physical Plant Lunch Wagon:** ARAMARK will operate a lunch wagon on Physical Plant property of UCF in consideration for the Client paying for ARAMARK's reasonable local phone charges by the Telecommunications department of the University. ARAMARK will become responsible for the local phone charges at such time the operation of the lunch wagon ends or by mutual agreement.

**15. ACCOUNTING:**

**A. Accounting Period Billing:** Within twenty (20) days after the end of each Accounting Period, ARAMARK will submit to Client an invoice for the amounts due ARAMARK for catered events pursuant to Paragraph 13 for such period. ARAMARK understands that the Client shall only pay invoices, not statements. All invoices must be written and specifically describe the services/goods provided, the dates and hours that the services were rendered/goods were delivered and the fee therefore.

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

**C. Payment Terms:** All invoices submitted by ARAMARK to Client shall be paid within forty (40) days of the invoice date. In the event invoices are not paid within Forty-five (45) days of the invoice date, interest shall be charged on each invoice at One Percent (1%) per Accounting Period, on the unpaid balance (or in the event local law prohibits the charging of such rate, interest shall be charged at the maximum legal rate permitted), computed from the invoice date until the date paid.

The right of ARAMARK to charge interest for late payment shall not be construed as a waiver of ARAMARK's right to receive payment of invoices within forty-five (45) days of the invoice date. In the event that ARAMARK incurs legal expense in enforcing its right to receive timely payment of invoices, Client agrees to pay reasonable attorney's fees and other costs. In its status as an agency of the state of Florida, the Client's performance and obligations under this Agreement are subject to and contingent upon the annual appropriations by the Florida legislature.

**D. Assignments:** Under no circumstances shall either party assign to a third-party any right or obligation of such party pursuant to this agreement without prior written consent of the other party.

**16. RENEGOTIATION:** The financial terms set forth in this Agreement and other obligations assumed by ARAMARK hereunder are based on conditions in existence on the date ARAMARK commences operations, including by way of example, Client's student

population; labor, food and supply costs; and federal, state and local sales, use and excise taxes. In addition, ARAMARK has relied on representations regarding existing and future conditions made by Client in connection with the negotiation and execution of this Agreement. In the event of a change in the conditions or the inaccuracy or breach of, or the failure to fulfill, any representations by Client, the financial terms and other obligations assumed by ARAMARK shall be renegotiated on a mutually agreeable basis to reflect such change, inaccuracy or breach. In the event of a material adverse change in a condition, the parties agree to negotiate in good faith any reasonable changes in the Agreement the party adversely affected by such change proposes. Notwithstanding the foregoing, neither party is obligated to accept such proposal or to amend the Agreement.

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

**17A. Disaster Preparedness:** ARAMARK shall comply with the University's disaster relief plan. (See the attached Exhibit)

**18. ACCURATE BOOKS AND RECORDS:** ARAMARK shall maintain accurate books and records in connection with the Campus Food Service Program and shall retain such as required by federal and state law. Client may upon reasonable notice to ARAMARK inspect the books and records related to Client's Campus Food Services Program during the term of this Agreement and as required by federal and state law. ARAMARK shall provide to Client a monthly operations statement within fifteen (15) days after the end of each month.

**19. CONFIDENTIAL INFORMATION AND PROPRIETARY MATERIALS:**

**A. Confidential Information:** Operating, personnel materials and information, including, but not limited to, technical manuals, recipes, menus and meal plans, policy and procedure manuals and computer software programs, including those software programs created by Client based on ARAMARK supplied information, relative to or utilized in ARAMARK's business or the business of any subsidiary or affiliate of ARAMARK, shall be the property of ARAMARK and shall be confidential. ARAMARK understands that as an agent of the state of Florida, any information submitted to Client is subject to the public inspection laws of the State of Florida.

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

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

To ARAMARK:

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

To Client:

The University of Central Florida  
Director, Business Services  
4000 Central Florida Blvd.  
Orlando, FL 32816-0055  
ATTN: Mr. Richard Stallworth

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

The terms of this Agreement may not be changed, modified or amended except by a writing signed by both parties. No changes or amendments to this Agreement are binding on Client unless made in legible writing that are signed by Client's General Counsel and the Client's Purchasing Director or Designee. Unless otherwise modified by the language of this contract, all conditions, responsibilities and obligations listed in the RFP (1041RSA) will be in effect.

**A. Governing Law:** This Agreement and any attachments and addenda hereto are subject to and governed by Florida laws including, without limitation, Florida Statutes, SS768.28 and 946.15, both of which are incorporated by reference into this Agreement and its terms. The Client, as an agency of the State of Florida, is entitled to the benefits of sovereign immunity coextensive therewith, including immunities from taxation.

**B. Indemnification:** ARAMARK shall hold Client, its officers, employees, and agents harmless and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings, and judgments from claims arising or resulting from the acts or omissions of ARAMARK, its employees, or others under ARAMARK's control and supervision. If any part of a delivery to Client pursuant to this agreement is protected by any patent or copyright, ARAMARK also shall indemnify and hold harmless the Client from and against any and all liabilities, actions, damages, suits, proceedings, and judgments from claims instituted or recovered against Client by any person or persons whomsoever on the account of Client's use or sale of such article in violation of right's under such patent or copyright.

**C. Public Records:** This agreement may be cancelled unilaterally by the Client for refusal by ARAMARK to allow public access to all papers, documents, letters

or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by ARAMARK in conjunction with the Agreement.

**D. Attachments and Entire Agreement:** This Agreement and the following attachments constitute the entire and exclusive agreement between the parties. In the event of any conflict or inconsistency between this Agreement and the provisions of the attached documents, the order of priority is:

1. This Agreement; and
2. Client's RFP and RFP specifications, if any, except to the extent that ARAMARK's proposal takes exception to the RFP and RFP specifications or as otherwise set forth in this Agreement; and
3. ARAMARK's RFP proposal response.

**22. WAIVER:** The failure of ARAMARK or Client to exercise any right or remedy available under this Agreement upon the other party's breach of the terms, representations, covenants or conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement shall not be deemed a waiver of (i) such right or remedy; (ii) the requirement of punctual performance; or (iii) any right or remedy in connection with subsequent breach or default on the part of the other party. As an agency of the State of Florida, the Client's liability and its ability to indemnify any person, firm, or corporation is regulated by Florida Law. Except of its employees acting within the course and scope of their employment, Client shall not indemnify any entity or person and, then, such indemnification is limited to the express terms of SS768.28 Florida Statutes. The State of Florida is self-insured to the extent of its liability under law and any liability in excess of that specified in statute may be awarded only through special legislative action. Accordingly, Client's liability and indemnification obligations in this contract shall be effective only to the extent expressly required by S768.28, Florida Statutes.

**23. TERM/TERMINATION:**

**A. Term:** This Agreement shall commence on August 1, 2001 and shall continue for a period of ten (10) years thereafter, unless otherwise terminated as provided for herein.

**B. Termination:** If at any time during the term of this Agreement, either party considers terminating the Agreement, such party shall give the other party written notice that it is considering such action, which notice shall set forth with sufficient specificity such party's reasons for contemplating termination. During the following thirty (30) day period the parties shall discuss, in good faith, the party's reasons for considering termination in an effort to avoid the need for such action. Following the thirty (30) day discussion period, the party considering termination, if not fully satisfied, may elect to terminate the Agreement by giving the other party sixty (60) days' written notice of its intention to terminate; provided, however, neither party may give notice of its intention to terminate during the first ninety (90) days of operation under this Agreement.

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

**THE UNIVERSITY OF CENTRAL  
FLORIDA ("Client")**

By: William F. Merck

Title: William F. Merck  
Vice President, Administration  
And Finance

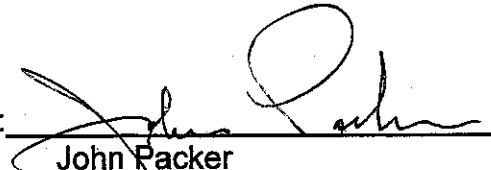
By: Ray Puskas 10/29/01  
Ray Puskas  
Director of Purchasing

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

Legal Content Approved

OMB 10/29/01



By:   
John Packer  
Regional Vice President



## **AMENDED AND RESTATED FOOD SERVICES MANAGEMENT AGREEMENT**

**THIS AMENDED AND RESTATED FOOD SERVICES MANAGEMENT AGREEMENT**, made this 3<sup>rd</sup> day of October, 2006, by and between **THE UNIVERSITY OF CENTRAL FLORIDA** ("UCF") and **ARAMARK EDUCATIONAL SERVICES, INC.**, a Delaware corporation, having its principal place of business at ARAMARK Tower, 1101 Market Street, Philadelphia, Pennsylvania ("ARAMARK").

**WHEREAS**, UCF and ARAMARK entered into a Food Services Management Agreement, dated as of August 1, 2001 (the "Original Agreement"), pursuant to which ARAMARK was engaged to provide meals to UCF's students, faculty, staff and guests for certain locations identified in the Original Agreement;

**WHEREAS**, the Original Agreement was amended by that certain letter of amendment dated as of August 2, 2002 (the "First Amendment") and by that certain letter of amendment dated as of June 19, 2006 (the "Second Amendment");

**WHEREAS**, the Original Agreement, the First Amendment, and the Second Amendment are referred to herein as the "Amended Agreement"; and

**WHEREAS**, UCF and ARAMARK desire to further amend and restate the Amended Agreement upon those terms and conditions hereinafter set forth which remain in effect as of the date of this Agreement.

**NOW, THEREFORE**, the Amended Agreement is hereby amended and restated in its entirety, so that on and after the date hereof the Amended and Restated Agreement (the "Agreement") shall read as follows:

### **WITNESSETH THAT:**

**1. ENGAGEMENT OF ARAMARK; EFFECTIVE DATE:** UCF hereby engages ARAMARK, on an exclusive basis (other than UCF's Student Union, Convocation Center, Recreation and Wellness Center, Pharmacy at the Health Center, and The Backstage Diner, at which ARAMARK shall be engaged on a non-exclusive basis), to meals, including a la carte items and non-alcoholic beverages, to UCF's students, faculty, staff and guests on its campus in Orlando, Florida. During the term of this Agreement, ARAMARK will honor all exclusive contracts of UCF. The effective date of this Agreement is September 1, 2006.

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

- A. **"Accounting Periods"**: The two (2) Accounting Periods of four (4) weeks each and one (1) Accounting Period of five (5) weeks which occur in each quarter. The September Accounting Period in 2009 shall consist of six (6) weeks.
- B. **"Agreement"**: This Food Services Management Agreement.
- C. **"Campus Food Service Program"**: Those board, cash, catering and other related food service operations to be provided by ARAMARK under this Agreement.
- D. **"Cash Net Receipts"**: Gross receipts received by ARAMARK from ARAMARK's cash operations less applicable state and local sales taxes.
- E. **"Contract Administrator"**: UCF's Director of Business Services.
- F. **"Food Service Facilities"**: The areas, improvements, personal property and facilities made available by UCF to ARAMARK for the provision of the food services as more fully described in Paragraph 3.A. below.
- G. **"Main Campus"**: Facilities located at 4000 Central Florida Blvd., Orlando, FL, 32816, and Research Park.
- H. **"Prime Interest Rate"**: The interest rate published in The Wall Street Journal as the base rate on corporate loans posted by at least Seventy-Five Percent (75%) of the thirty (30) largest U.S. banks, such rate to be adjusted on the last day of each Accounting Period.
- I. **"Servicewares"**: Items used in the serving of food and beverages such as chinaware, glassware and silverware.
- J. **"Small Expendable Equipment"**: Items used in the preparation of food such as pots, pans and kitchen utensils.

**3. FACILITIES AND EQUIPMENT:**

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

B. **Repair, Replacement and Maintenance:**

**1) UCF Responsibilities:** UCF shall furnish building maintenance services for the Food Service Facilities, shall promptly make all food service equipment repairs, shall make all equipment replacements (as determined by the mutual agreement of ARAMARK's on-site General Manager and UCF's Contract Administrator), and shall be responsible for compliance with all federal, state and local safety and health laws and regulations with respect to the Food Service Facilities.

Equipment repairs and replacements made by UCF pursuant to the terms of this Paragraph 3.B(1) shall be paid for out of the Equipment Repair/Replacement Fund set forth in Paragraph 14.M of this Agreement.

**2) ARAMARK Responsibilities:** ARAMARK shall be responsible for the cost of repairs to UCF equipment when such repairs are necessary due to damage arising directly from the negligent actions or willful misconduct of ARAMARK, its employees, contractors or others working on ARAMARK's behalf. Any such repairs shall be paid for by ARAMARK and shall not be paid out of the repair and replacement funding described in Paragraph 14.M of this Agreement.

ARAMARK shall be responsible for the daily care and cleaning of the food service equipment and Food Service Facilities.

**C. Servicewares and Small Expendable Equipment:** UCF has furnished ARAMARK with an adequate initial inventory of Servicewares and Small Expendable Equipment owned by UCF. ARAMARK shall maintain such inventory at its expense. For purposes of this Subparagraph 3.C, Servicewares and Small Expendable Equipment shall be considered equipment with a cost of less than One Thousand Dollars (\$1,000).

**D. IT System:** ARAMARK shall develop, implement, operate and maintain an information technology system owned by UCF (which may include, but not be limited to, hardware, owned and licensed software and systems support) necessary to support the services provided by ARAMARK (the "IT System"). UCF shall provide, at its expense, a suitable environment, including such heat, air conditioning, phone and utility service as may be reasonably required for the operation of the IT System.

**E.** Commencing September 1, 2006, UCF shall be responsible, at its expense, for subsequent purchases of software, hardware, upgrades and initial maintenance (other than the cost of certain licensing agreements and system support charges) of the IT System. ARAMARK shall be responsible for the cost of licensing agreements and annual

maintenance plans for installed hardware relating to the C-Bord system utilized in the Campus Food Service Program and for training and travel expenses for trainers relating to the IT System. ARAMARK shall retain title to any components of the IT System purchased or licensed by ARAMARK. UCF shall retain title to any components of the IT System purchased or licensed by UCF.

**F. Facility Rent/Lease Expenses:** UCF shall be responsible for rent expenses for facilities managed by ARAMARK on the Main Campus. ARAMARK agrees to pay (or to reimburse UCF for) all reasonable costs for the repair of damages to the Food Service Facilities resulting directly from the negligent acts or omissions of ARAMARK, its employees, or its contractors.

**4. CLEANING RESPONSIBILITIES:**

**A. ARAMARK's Responsibilities:** ARAMARK shall maintain high standards of sanitation and shall be responsible for routine cleaning and housekeeping in the food preparation and service areas (including food service equipment, kitchen floors, hoods, grease filters and restrooms associated with food service facilities) and for the routine cleaning of cafeteria tables and chairs and outside tables and chairs in food service locations.

**B. UCF's Responsibilities:** UCF, at its expense, shall provide for routine cleaning of all grease traps, duct work, plenum chambers and roof fans. UCF shall be responsible to dispose of all trash and garbage from centrally designated locations in accordance with applicable regulations and laws.

**5. FOOD SERVICE AND MENUS:**

**A. Generally:** ARAMARK shall manage the Campus Food Service Program for UCF and UCF's students, faculty, staff and guests at such hours and locations as UCF and ARAMARK mutually agree. Such hours and locations will be determined by UCF's Contract Administrator and ARAMARK's on-site General Manager.

**B. Student Union:** If food facilities in UCF's Student Union Building or any other UCF food facility which is not, as of September 1, 2006, operated by ARAMARK (each, a "Non-ARAMARK Managed Location") becomes available during the term of this Agreement, then ARAMARK shall be granted the right to bid on (or negotiate for) the operation of any such Non-ARAMARK Managed Location. UCF agrees to provide timely notice to ARAMARK of the availability of any such Non-ARAMARK Managed Location.

**C. Operating Manual:** UCF's Contract Administrator and ARAMARK's on-

site General Manager shall draft an operations manual which includes, but is not limited to, sanitation procedures, preventative maintenance, a glossary of terms and certain performance measurements.

**D. Marketing Plan:** In August of each year of operations, ARAMARK will present UCF's Contract Administrator with a marketing plan for each food service unit under ARAMARK's control.

**6. PRICES:** UCF and ARAMARK shall mutually determine the prices at which items shall be sold (inclusive of board plan pricing and casual meal pricing). If ARAMARK sustains increases in its costs, including but not limited to increases in its product or labor costs, ARAMARK and UCF shall mutually agree whether to increase prices to recover such increased costs. Notwithstanding anything herein to the contrary, the Board Plan rates set forth in Paragraph 14 are based on the federal and state minimum wage laws in effect as of the date ARAMARK commences operations hereunder. Should the minimum wage be increased at any time after such date pursuant to any federal, state or local law or regulation, ARAMARK shall automatically be entitled to a pro rata increase in its Board Plan rates to cover increased labor costs resulting directly or indirectly from such increase. ARAMARK shall have the right to implement such price increases upon approval by UCF, beginning the following semester.

**7. PERSONNEL:**

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

**B.** ARAMARK shall assign to duty on UCF's premises only employees who comply with the policies that govern UCF. In the case of the general manager's position, UCF shall have the opportunity to interview the candidates for positive feedback purposes only but UCF has no discretion over ARAMARK's selection of any final candidate for employment by ARAMARK.

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

**D. Uniforms:** All ARAMARK employees (other than management employees) shall be dressed for work in uniforms at all times. Such uniforms shall be designated by ARAMARK's on-site General Manager and approved by UCF's Contract Administrator. Management employees shall be dressed in an appropriate manner at all times.

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

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

**10. INVENTORY OF FOOD AND SUPPLIES:** At the termination of this Agreement, UCF agrees, if requested by ARAMARK, to either purchase directly or to cause ARAMARK's successor to purchase ARAMARK's mutually agreeable usable inventory of food and supplies at a mutually agreeable price.

**11. LICENSES, PERMITS AND TAXES:** ARAMARK shall obtain all federal, state and local licenses and permits, including a permit to sell and serve liquor, required for the Campus Food Service Program, and shall be responsible for all sales, use, excise, state and local business and income taxes attributable to the Campus Food Service Program. ARAMARK shall be responsible for compliance with all federal, state and local safety and health laws and regulations with respect to the Food Service Facilities.

**12. INSURANCE:** ARAMARK shall meet or exceed the minimum limits set forth in the insurance schedule below. All such insurance policies will be with insurance insurers qualified to do business in Florida. The insurance shall cover all of ARAMARK's operations under this Agreement and shall be effective throughout the term of this Agreement. UCF, its Board of Trustees, and the State of Florida shall be included as the additional insureds on each of ARAMARK's policies. ARAMARK shall furnish UCF proof of ARAMARK's insurance coverage by original ACORD certificates of insurance no later than five (5) days after the Agreement is executed. ARAMARK shall submit evidence that it and all of the subcontractor's if any have obtained full insurance coverage set forth in the following schedule. UCF shall always be exempt from, and in no way be liable for, any sums of money which may represent a deductible in any ARAMARK's or ARAMARK's subcontractor's insurance policies. The payment of such deductible shall be the sole responsibility of ARAMARK and/or ARAMARK's subcontractors that obtained the insurance. ARAMARK shall always promptly notify UCF of any cancellation in insurance

coverage by it or any of its subcontractors.

Policy

(a) Worker's Compensation Statutory

(b) \*Comprehensive General Liability Insurance:

(1) Bodily Injury Liability \$ 500,000 each person

\$500,000 each occurrence

(2) Property Damage Liability \$ 500,000 each occurrence

**13. PARKING:** ARAMARK shall ensure that all vehicles parked on campus for purposes relating to work resulting from this Agreement shall have proper parking permits. This applies to all personal vehicles and all marked and unmarked company vehicles that will be on any UCF campus. All such vehicles must be registered with UCF's parking services department, and parking permits must be purchased by ARAMARK. ARAMARK's vehicle(s) shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all UCF's parking rules and regulations could result in the issuance of a parking ticket and/or towing at the expense of ARAMARK or ARAMARK's employees.

**14. FINANCIAL TERMS:**

**A. UCF Responsibilities:** All facilities, equipment and services to be provided by UCF under this Agreement shall be at UCF's expense, unless otherwise specifically set forth in this Agreement.

**B. Commission Rates:** ARAMARK shall pay to UCF commissions in the following percentages of receipts set forth in the following chart:

<u>Type of Receipts</u>	<u>Commission Percentage</u>
Burger King (retail)	10% of net receipts
Pita Paradise (retail)	10% of net receipts
Board Plan Sales (exclusive of flex dollars)	10% of net receipts
Casual Meals at Board Plan Facilities	4% of net receipts
Catering - Student Union/Convocation Center	20% of net receipts
Catering - Main Campus	4% of net receipts
Subcontracted Services (AFC Sushi/Dominos)	4% of commission received from subcontractor
Other retail <sup>1</sup>	4% of net receipts
Concessions <sup>2</sup>	20% of net receipts

<sup>1</sup> "Other retail" includes all retail concepts operated by ARAMARK other than Burger King, Pita Paradise, AFC Sushi and Dominos.

<sup>2</sup> ARAMARK shall only operate concession services until a new concessions contractor is awarded a contract by UCF.

As used in the foregoing chart with respect to the calculation of applicable commissions, the term "net receipts" shall mean gross receipts from the applicable operation under the Campus Food Service Program less all applicable taxes.

With respect to each line item set forth in the foregoing chart, in addition to the applicable commission payment, ARAMARK must, by state statute, remit the tax on such payments due to UCF, as the Florida Department of Revenue has determined that such commission payments are a rental payment upon which State of Florida sales tax must be collected. UCF is responsible for remitting such tax payments to the Department of Revenue.

**C. Casual Meal Rates:** ARAMARK shall provide casual meals to UCF's students, faculty, staff and guests at the rates per meal set forth below. All such rates include applicable Florida sales tax. Price changes with respect to casual meal rates will only be effective at the start of a semester. No price changes with respect to casual meal rates will be allowed during any semester. Casual meal rates for Fall 2006 are as follows:

<u>Meal</u>	<u>Rate per Meal</u>
Breakfast	\$5.50
Lunch	\$6.75
Dinner	\$7.75

**D. Meal Plan Rates:** ARAMARK agrees to prepare and to serve meals to UCF's students participating in UCF's meal plans at the rates per person (which rates are inclusive of applicable sales tax) per semester set forth below. Meal plan rates for Fall 2006 are as follows::

<u>Plan</u>	<u>Price to Student</u>	<u>Flex (Incl in Price)</u>	<u>Tax (Incl in Price)</u>
Knights Plan - Unlimited + \$100 Flex	\$1,704.99	\$100	\$97.96
Any 15 Meals + \$200 Flex	\$1,554.99	\$200	\$82.70
Any 10 Meals + \$300 Flex	\$1,404.99	\$300	\$67.44
Knight Block 150 + \$100 Flex	\$949.99	\$100	\$51.88
Knight Block 100 + \$200 Flex	\$799.99	\$200	\$36.62
Knight Block 50 + \$300 Flex	\$614.99	\$300	\$19.22
Faculty and Staff Block 20	\$109.99	--	\$6.71

**E. Student Catering Fund:** ARAMARK shall provide UCF's Student Government Association with a catering fund in the amount of \$5,000 per operating year for student catering functions performed by ARAMARK. The President of Student Government will have the authorization to utilize these funds. Such catering services shall be provided at the



pricing contained in ARAMARK's catering guide. Any balance remaining in this fund at the end of an operating year shall be retained by ARAMARK.

**F. Presidential Catering Fund; Business Administration Catering Fund:**

ARAMARK shall provide UCF with a catering fund in the amount of \$5,000 per operating year for presidential catering functions performed by ARAMARK. Such catering services shall be provided at the pricing contained in ARAMARK's catering guide. Any balance remaining in this fund at the end of an operating year shall be retained by ARAMARK.

ARAMARK shall provide UCF with a catering fund in the amount of \$5,000 per operating year for catering functions authorized by UCF's Dean of Business Administration and performed by ARAMARK. Such catering services shall be provided at the pricing contained in ARAMARK's catering guide. Any balance remaining in this fund at the end of an operating year shall be retained by ARAMARK.

**G. Meal Plan Scholarships:** ARAMARK shall provide UCF, on an annual basis, with ten (10) of ARAMARK's top meal plan offering (as of September 1, 2006, the Knight's Plan Unlimited Meal Plan) to provide to ten (10) students designated by UCF's Contract Administrator.

**H. Prior 2001 Financial Commitments:** Pursuant to the terms of this Agreement, ARAMARK previously agreed to make certain financial commitment to UCF in the aggregate amount of Two Million One Hundred Sixty-Two Thousand Dollars (\$2,162,000) (the "2001 Prior Financial Commitment"). ARAMARK previously agreed to make such 2001 Prior Financial Commitment, which was intended to be utilized for food service facility renovations and in the purchase and installation of food service equipment, area treatment, signage and marketing materials and other costs associated with the Campus Food Service Program on UCF's premises. The 2001 Prior Financial Commitment was intended to be expended in various segments (each, a "2001 Prior FC Segment") for mutually agreed-upon projects.

<i>Amount of 2001 Prior FC Segment Expended or to be Expended</i>	<i>Amortization Commencement</i>	<i>Amortization Period</i>
\$1,662,000 committed in FY 2001	August 2002	120 months
\$100,000 to be committed in FY 2007	Upon completion of expenditure	Not committed as of 8/1/06
\$100,000 to be committed in FY 2008	Upon completion of expenditure	Not committed as of 8/1/06
\$100,000 to be committed in FY 2009	Upon completion of expenditure	Not committed as of 8/1/06
\$100,000 to be committed in FY 2010	Upon completion of expenditure	Not committed as of 8/1/06
\$100,000 to be committed in FY 2011	Upon completion of expenditure	Not committed as of 8/1/06

Each 2001 Prior FC Segment was to be amortized on a straight-line basis over a period of ten (10) years, commencing upon complete expenditure of the applicable 2001 Prior FC Segment. As of September 1, 2006, the outstanding unamortized balance of those 2001 Prior FC Segments which have been committed is Nine Hundred Eighty-Three Thousand Three Hundred Fifty Dollars (\$983,350) (the "Remaining 2001 Prior FC Segment Unamortized Balance").

In consideration of UCF's agreement to extend the term of this Agreement for a period of ten (10) years (plus two additional five (5) year renewal options), and other good and valuable consideration, the receipt and sufficiency of is acknowledged by both parties, ARAMARK shall, as of the Effective Date, transfer title to UCF to any such facilities renovations and equipment purchased by ARAMARK with any 2001 Prior FC Segment. ARAMARK shall continue to amortize the Remaining 2001 Prior FC Segment Unamortized Balance over the original amortization period on a straight-line basis over a period of One Hundred Twenty (120) months, which period commenced in August 2002 and will end in July 2012.

UCF explicitly acknowledges and agrees that ARAMARK shall not be required to commit any funds under those 2001 Prior FC Segments which have not been committed as of September 1, 2006.

Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of the Remaining 2001 Prior FC Segment Unamortized Balance, UCF shall reimburse ARAMARK for the unamortized balance of the Remaining 2001 Prior FC Segment Unamortized Balance as of the date of expiration or termination plus all accrued but unbilled interest as of the date of expiration or termination. Such interest shall accrue, with respect to the Remaining 2001 Prior FC Segment Unamortized Balance, from the date such the Remaining 2001 Prior FC Segment Unamortized Balance was finalized at the Prime Rate plus two percentage points per annum, computed each Accounting Period on the declining balance. In the event such amounts owing to ARAMARK are not paid to ARAMARK within 30 days of expiration or termination, UCF agrees to pay interest on such amounts at the Prime Rate plus two percentage points per annum, compounded monthly from the date of expiration or termination, until the date paid.

**I. Utility Payment:** ARAMARK will reimburse UCF for the expense of certain utilities (which shall include, for purposes of this Paragraph 14.I, water, cable, gas and electric service) for the Food Service Facilities in an amount up to Three Hundred Thousand

Dollars (\$300,000) during the period commencing September 1 and ending August 31 in each operating year (the "Utility Expense Cap"). ARAMARK shall make such reimbursement promptly upon receipt from UCF of an invoice and reasonable supporting documentation relating to such utility expenses.

The amount of the Utility Expense Cap shall increase to Three Hundred Seventy-Five Thousand Dollars (\$375,000) per year in the year of operation following the commencement of full meal plan service under the Campus Food Service Program in the Arena location at UCF's Convocation Center (which location is, as of September 1, 2006, under construction). Thereafter, at the commencement of each successive operating year, the amount of the Utility Expense Cap shall be increased to an amount equivalent to One Hundred Three and One-Half Percent (103.5%) of the amount of the Utility Expense Cap at the commencement of the prior operating year.

**J. Physical Plant Sub Shop:** In the event that (i) UCF offers ARAMARK the opportunity to provide food services at the operating location consisting of a sub shop on UCF's Physical Plant property and (ii) ARAMARK agrees to provide such services, then ARAMARK shall operate such location upon such terms as may mutually be agreed upon in writing by both parties.

**K. E-Cash Deliveries:** UCF grants to ARAMARK the exclusive right to sell and deliver pizzas to UCF's students and faculty participating in the E-cash program on UCF's campus or adjacent areas during UCF's regular school year and during regular school breaks. Upon ARAMARK's receipt of a customer's order, ARAMARK will verify that the customer maintains an E-cash account and the balance of such account. ARAMARK will pay UCF a commission on such sales in accordance with the provisions of Paragraph 14.B above. It is agreed and understood that sales made via the E-cash program cannot include a gratuity, and ARAMARK hereby agrees to notify its employees and customers that sales made via the E-cash program cannot include a gratuity.

**L. 2006 BK Financial Commitment:** ARAMARK previously agreed to make a financial commitment to UCF in the amount of Four Hundred Thousand Dollars (\$400,000) (the "2006 BK Financial Commitment"). UCF agreed to invest the 2006 BK Financial Commitment in food service facility renovations and in the purchase and installation of food service equipment, area treatment, signage and marketing materials and other costs associated with the construction of a Burger King retail kiosk for the Campus Food Service

Program on UCF's premises. Any equipment purchased by ARAMARK on UCF's behalf was purchased as a "sale-for resale" to UCF. UCF holds title to all such equipment (with the exception of those items which bear the name of ARAMARK, its logo, or any of its logo, service marks or trademarks or any logo, service marks or trademarks of a third party) upon such resale. UCF acknowledges that it is a tax-exempt entity and will provide ARAMARK with a copy of the appropriate tax-exempt certificate.

As of September 1, 2006, the 2006 BK Financial Commitment<sup>h</sup> as not been completely expended. The parties have agreed that the 2006 BK Financial Commitment shall be amortized on a straight-line basis over a period of ten (10) years, commencing upon complete expenditure of the 2006 BK Financial Commitment.

Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of the 2006 BK Financial Commitment, UCF shall reimburse ARAMARK for the unamortized balance of the 2006 BK Financial Commitment as of the date of expiration or termination. In the event such amounts owing to ARAMARK are not paid to ARAMARK within 30 days of expiration or termination, UCF agrees to pay interest on such amounts at the lesser of the applicable maximum legal rate or the then existing Prime Rate plus two percentage points per annum, compounded monthly from the date of expiration or termination, until the date paid.

**M. Equipment Repair and Replacement Funding:** Commencing on September 1, 2006, ARAMARK shall pay to UCF the amount of One Hundred Fifty Thousand Dollars (\$150,000), which amount shall be used by UCF to pay for repair and replacement of UCF equipment pursuant to the terms of Paragraph 3.B(1) of this Agreement (the "Equipment Repair/Replacement Fund"). UCF acknowledges that ARAMARK has previously paid UCF, in July 2006, \$15,000 of the Equipment Repair/Replacement Fund balance for the 2006-2007 operating year, and that on September 1, ARAMARK will be obligated to pay UCF the remaining One Hundred Thirty-Five Thousand Dollars (\$135,000) representing the balance due to UCF for such operating year. Notwithstanding the foregoing, for purposes of the following paragraph (relating to computation of the increase in the Equipment Repair/Replacement Fund in subsequent operating years), the full One Hundred Fifty Thousand Dollar (\$150,000) balance of the fund shall be deemed to have been paid on September 1, 2006.

On September 1, 2007 and on each subsequent September 1 on which this Agreement is in full force and effect, ARAMARK shall provide UCF with a new Equipment Repair/Replacement Fund. The amount of the Equipment Repair/Replacement Fund on each

subsequent September 1 shall be an amount equivalent to One Hundred Three and One-Half Percent (103.5%) of the amount of such Equipment Repair/Replacement Fund on the previous September 1.

Commencing in September of each year, the amount of the Equipment Repair/Replacement Fund shall be amortized on a straight-line basis over a period of twelve (12) months. In the event that this Agreement expires or is terminated by either party for any reason whatsoever prior to the complete amortization of the Equipment Repair/Replacement Fund in any operating year, then UCF shall, on the effective date of expiration or termination, reimburse ARAMARK for the unamortized balance of the Equipment Repair/Replacement Fund.

**N. Second 2006 Financial Commitment:** In consideration of UCF's agreement to continue the term of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ARAMARK shall make a financial commitment to UCF in an amount up to Seven Million Five Hundred Forty-Seven Thousand Six Hundred Fifty-Five Dollars (\$7,547,655) (the "Second 2006 Financial Commitment"). The amount of the Second 2006 Financial Commitment is inclusive of applicable sales taxes. UCF agrees to invest the Second 2006 Financial Commitment in food service facility renovations and in the purchase and installation of food service equipment, area treatment, signage and marketing materials and other costs associated with the Campus Food Service Program on UCF's premises, as more particularly set forth below. Any equipment purchased by ARAMARK on UCF's behalf shall be purchased as a "sale-for resale" to UCF. UCF shall hold title to all such equipment (with the exception of those items which bear the name of ARAMARK, its logo, or any of its logo, service marks or trademarks or any logo, service marks or trademarks of a third party) upon such resale.

The Second 2006 Financial Commitment shall be made in various segments (each, a "Financial Commitment Segment") as set forth below. Each Financial Commitment Segment shall be made by ARAMARK on a per-project basis at such time as mutually determined by ARAMARK and UCF during the applicable operating period. ARAMARK shall be obligated to commit any Financial Commitment Segment only if this Agreement is in full force and effect as of the date upon which ARAMARK is to commit such Financial Commitment Segment. Such Financial Commitment Segments shall be expended for such projects as may be mutually agreed upon by ARAMARK and UCF for the benefit of the Campus Food Service Program.

UCF shall be responsible for the additional cost of completing any proposed project in excess of the amount of the applicable Financial Commitment Segment set forth below except for changes to the design or scope of a project after completion of the design phase for each project when such changes result from ARAMARK's request or direction (provided, however, that ARAMARK shall not be liable for additional costs when such changes are necessary due to design work based on incomplete or erroneous information).

<u>Period of Operation</u>	<u>Principal Amount of Financial Commitment Segment*</u>	<u>Applicable Sales Tax</u>	<u>Total Amount of Financial Commitment Segment</u>
Sept. 1, 2006 - Oct. 1, 2006	\$237,500	\$15,405	\$252,405
Sept. 1, 2006 - March 31, 2007	\$850,000	\$55,250	\$905,250
Jan 1, 2007 - Dec. 31, 2007	\$400,000	\$26,000	\$426,000
Jan. 1, 2007 - Dec. 31, 2007	\$3,750,000	\$243,750	\$3,993,750
Jan. 1, 2008 - Dec. 31, 2008	\$750,000	\$48,750	\$798,750
Jan. 1, 2013 - Dec. 31, 2017	\$500,000	\$32,500	\$532,500
Jan. 1, 2021 - July 30, 2026	\$600,000	\$39,000	\$639,000

\*Estimated turnkey cost associated with the applicable project, inclusive of any initial smallwares purchases and applicable license fees, if any.

Each Financial Commitment Segment shall be amortized on a straight-line basis over a period of months equivalent to the difference of (i) two hundred forty (240) months minus (ii) the number of full months which have passed since September 1, 2006, commencing, with respect to any Financial Commitment Segment, upon the complete expenditure of the respective Financial Commitment Segment. Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of any Financial Commitment Segment, UCF shall reimburse ARAMARK for the unamortized balance of each such Financial Commitment Segment as of the date of expiration or termination. In the event such amounts owing to ARAMARK are not paid to ARAMARK within 30 days of expiration or termination, UCF agrees to pay interest on such amounts at the lesser of the applicable maximum legal rate or the then-existing Prime Rate plus two percentage points per annum, compounded monthly from the date of expiration or termination, until the date paid.

**O. Financial Arrangements Regarding UCF - Rosen College:**

1) **Generally:** UCF grants to ARAMARK a license to manage the food service operations at UCF's Rosen College satellite campus ("Rosen College"), and as part of such management to sell food, food products, candy and non-alcoholic beverages. Hours of

operation at Rosen College shall be as mutually agreed upon by ARAMARK's on-site General Manager and UCF's Contract Administrator.

UCF shall be responsible for all obligations with respect to the provision and maintenance of facilities and equipment at the Rosen College location to the same extent that UCF is responsible for such items at UCF's main campus.

**2) Financial Terms with Respect to Rosen College:**

**a) Definitions.** As used in this Paragraph 14.O(2), the following terms shall have the following meanings:

(i) "Allocated Charge" shall be defined as a charge established by ARAMARK, which is reasonably allocated to UCF, for certain services provided by ARAMARK to client locations and as set forth herein;

(ii) "Direct Costs" shall be defined as all costs and expenses incurred by ARAMARK directly attributable to the operation of UCF's Rosen College location;

(iii) "Entitlement" shall be defined as the sum of Reimbursable Costs plus ARAMARK's Service Fee (as defined in Paragraph 14.O(2)(c));

(iv) "Gross Receipts" shall mean all receipts received by ARAMARK in operating the Rosen College food service program, including, without limitation, receipts from cash operations and receipts from catering sales;

(v) "Operating Year" shall mean the consecutive twelve month period commencing September 1 and ending August 31;

(vi) "Reimbursable Costs" shall be defined as the Direct Costs and the Allocated Charges to be charged to UCF with respect to the Rosen College operation;

(vii) "Rosen Operating Subsidy" shall mean, if applicable with respect to any Operating Year, the amount by which ARAMARK's Entitlement for such Operating Year is greater than Gross Receipts from the Rosen College operation for such Operating Year; and

(viii) "Rosen Operating Surplus" shall mean, if applicable with respect to any Operating Year, the amount by which Gross Receipts from the Rosen College operation for such Operating Year are greater than ARAMARK's Entitlement for such Operating Year.

**b) Purchasing.** ARAMARK shall purchase and pay for, as a Direct Cost, all food, supplies and services utilized in the Rosen College operation. ARAMARK will

credit local trade discounts to UCF's account. Cash discounts or discounts not exclusively related to the Rosen College operation shall not be credited to UCF's account.

**c) Financial Terms.** All facilities, food, equipment and services to be provided by UCF with respect to the Rosen College operation under this Agreement shall be provided at UCF's expense, unless otherwise specifically set forth in this Agreement. ARAMARK shall reimburse itself, from Gross Receipts retained by ARAMARK, for all Direct Costs and Allocated Charges with respect to the operation of Rosen College. In addition, ARAMARK shall receive a service fee equivalent to Five Percent (5%) of Gross Receipts from the Rosen College operation (the "Service Fee").

ARAMARK, as a Direct Cost, will be responsible for all sales, use, excise, state and local business and income taxes (including an estimated amount for state income taxes based on the operating unit's income) attributable to the operation of Rosen College. ARAMARK shall be reimbursed for all Reimbursable Costs incurred by ARAMARK in providing Rosen College operation, including its Allocated Charges.

ARAMARK shall charge UCF an Allocated Charge for providing insurance coverage and related services required in providing Rosen College operation, human resource services and fringe benefits for employees, proprietary materials and ARAMARK's computer system, its development, implementation, operation and maintenance. Such Allocated Charges shall be mutually agreed upon by ARAMARK's on-site General Manager and the Contract Administrator.

ARAMARK shall pay UCF a commission equivalent to Four Percent (4%) of Gross Receipts from the Rosen College operation (the "UCF Commission"). The UCF Commission shall be considered a Direct Cost.

**d) Accounting.** ARAMARK shall retain all Gross Receipts from the Rosen College food service operation. ARAMARK shall pay to UCF the UCF Commission for each Accounting Period within twenty (20) days after the end of the applicable Accounting Period.

**e) Operating Subsidy/Operating Surplus:** With respect to each Operating Year hereunder, ARAMARK shall, within thirty (30) days after the end of such Operating Year, either (i) pay to UCF an amount equivalent to One Hundred Percent (100%) of any Rosen Operating Surplus or (ii) invoice UCF for an amount equivalent to One Hundred Percent (100%) of any Rosen Operating Subsidy.



**15. ACCOUNTING:**

**A. Accounting Period Billing:** Within twenty (20) days after the end of each Accounting Period, ARAMARK will submit to UCF an invoice for the amounts due ARAMARK for catered events. ARAMARK understands that UCF shall only pay invoices, not statements. All invoices must be written and specifically describe the services/goods provided, the dates and hours that the services were rendered/goods were delivered and the fee therefore.

**B. Commission Payment:** Within thirty (30) days after the end of each Accounting Period, ARAMARK will pay UCF the commissions due UCF pursuant to Paragraph 14.B.

**C. Payment Terms:** All invoices submitted by one party to the other party shall be paid within forty (40) days of the invoice date. In the event invoices are not paid within Forty-five (45) days of the invoice date, interest shall be charged on each invoice at One Percent (1%) per Accounting Period, on the unpaid balance (or in the event local law prohibits the charging of such rate, interest shall be charged at the maximum legal rate permitted), computed from the invoice date until the date paid.

The right of a party to charge interest for late payment shall not be construed as a waiver of such party's right to receive payment of invoices within forty-five (45) days of the invoice date. In the event that one party incurs legal expense in enforcing its right to receive timely payment of invoices, the other party agrees to pay reasonable attorney's fees and other costs. In its status as an agency of the State of Florida, UCF's performance and obligations under this Agreement are subject to and contingent upon the annual appropriations by the Florida legislature (and, if applicable, constrained by Florida law); furthermore, nothing contained in this Agreement shall be deemed to be a waiver of the sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28 of the Florida Statutes.

**D. Assignments:** Under no circumstances shall either party assign to a third-party any right or obligation of such party pursuant to this agreement without prior written consent of the other party.

**16. RENEGOTIATION:** The financial terms set forth in this Agreement and other obligations assumed by ARAMARK hereunder are based on conditions in existence on the date ARAMARK commences operations, including by way of example, UCF's student population; labor, food and supply costs; and federal, state and local sales, use and excise taxes. In addition, ARAMARK has relied on representations regarding existing and future conditions made by UCF in

connection with the negotiation and execution of this Agreement. In the event of a change in the conditions or the inaccuracy or breach of, or the failure to fulfill, any representations by UCF, the financial terms and other obligations assumed by ARAMARK shall be renegotiated on a mutually agreeable basis to reflect such change, inaccuracy or breach. In the event of a material adverse change in a condition, the parties agree to negotiate in good faith any reasonable changes in the Agreement the party adversely affected by such change proposes. Notwithstanding the foregoing, neither party is obligated to accept such proposal or to amend the Agreement.

**17. FORCE MAJEURE:**

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

**B. Disaster Preparedness:** ARAMARK shall comply with the University's emergency and COOP plan, a copy of which is attached hereto as Schedule 17.B.

**18. ACCURATE BOOKS AND RECORDS:** ARAMARK shall maintain accurate books and records in accordance with generally accepted accounting principles in connection with the Campus Food Service Program and shall retain such as required by federal and state law. UCF may upon reasonable notice to ARAMARK inspect the books and records related to UCF's Campus Food Services Program during the term of this Agreement and as required by federal and state law. ARAMARK shall provide to UCF a monthly operations statement within fifteen (15) days after the end of each month for each operating unit, individually, and the overall food service operation (on a consolidated basis).

**19. CONFIDENTIAL INFORMATION AND PROPRIETARY MATERIALS:**

**A. Confidential Information:** Operating, personnel materials and information, including, but not limited to, technical manuals, recipes, menus and meal plans, policy and procedure manuals and computer software programs, including those software programs created by UCF based on ARAMARK supplied information, relative to or utilized in ARAMARK's business

or the business of any subsidiary or affiliate of ARAMARK, shall be the property of ARAMARK and shall be confidential. ARAMARK understands that as an agent of the state of Florida, any information submitted to UCF is subject to the public inspection laws of the State of Florida.

**B. Proprietary Materials:** UCF agrees that all computer software programs, signage and marketing and promotional literature and material (collectively referred to as "Proprietary Materials"), used by ARAMARK on UCF's campus in connection with the food services provided by ARAMARK under this Agreement, shall remain the property of ARAMARK; provided, however, that student, faculty, and staff information obtained during the term of this Agreement is not the property of ARAMARK, and ARAMARK's use of this information shall conform and adhere to all applicable laws, and this obligation shall survive termination of this Agreement. Upon termination of this Agreement, all use of trademarks, service marks, and logos owned by ARAMARK or licensed to ARAMARK by third parties shall be discontinued by UCF, and UCF shall immediately return to ARAMARK all Proprietary Materials.

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

To ARAMARK:

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

To UCF:

The University of Central Florida  
Director, Business Services  
4000 Central Florida Blvd.  
Orlando, FL 32816-0055  
ATTN: Mr. Richard Stallworth

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

The terms of this Agreement may not be changed, modified or amended except by a writing signed by both parties. No changes or amendments to this Agreement are binding on UCF unless made in legible writing that are signed by UCF's General Counsel and UCF's Purchasing Director or Designee.

**A. Governing Law:** This Agreement and any attachments and addenda hereto are subject to and governed by Florida laws including, without limitation, Florida Statutes, Sections 768.28 and 946.15, both of which are incorporated by reference into this Agreement and its terms. UCF, as an agency of the State of Florida, is entitled to the benefits of sovereign immunity coextensive therewith, including immunities from taxation.

**B. Indemnification:** ARAMARK shall hold UCF, its officers, employees, and agents harmless and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings, and judgments from claims arising or resulting from the acts or omissions of ARAMARK, its employees, or others under ARAMARK's control and supervision. If any part of a delivery to UCF pursuant to this agreement is protected by any patent or copyright, ARAMARK also shall indemnify and hold harmless UCF from and against any and all liabilities, actions, damages, suits, proceedings, and judgments from claims instituted or recovered against UCF by any person or persons whomsoever on the account of UCF's use or sale of such article in violation of right's under such patent or copyright.

**C. Public Records:** This Agreement may be cancelled unilaterally by UCF for refusal by ARAMARK to allow public access to all papers, documents, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by ARAMARK in conjunction with the Agreement.

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

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

**22. WAIVER:** The failure of ARAMARK or UCF to exercise any right or remedy available under this Agreement upon the other party's breach of the terms, representations,

covenants or conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement shall not be deemed a waiver of (i) such right or remedy; (ii) the requirement of punctual performance; or (iii) any right or remedy in connection with subsequent breach or default on the part of the other party. As an agency of the State of Florida, UCF's liability and its ability to indemnify any person, firm, or corporation is regulated by Florida Law. Except of its employees acting within the course and scope of their employment, UCF shall not indemnify any entity or person and, then, such indemnification is limited to the express terms of Section 768.28 Florida Statutes. The State of Florida is self-insured to the extent if its liability under law and any liability in excess of that specified in statute may be awarded only through special legislative action. Accordingly, UCF's liability and indemnification obligations in this contract shall be effective only to the extent expressly required by Section 768.28, Florida Statutes.

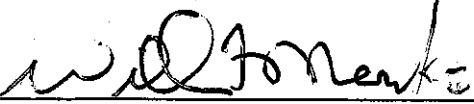
**23. TERM/TERMINATION:**

**A. Term:** This Agreement shall continue until August 31, 2016 unless otherwise terminated as provided for elsewhere herein. Thereafter, this Agreement may be renewed, upon the mutual written agreement of both parties, for up to two (2) additional terms of five (5) years each, unless otherwise terminated as provided for elsewhere herein.


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

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

**THE UNIVERSITY OF CENTRAL  
FLORIDA ("UCF")**

By: 

William F. Merck  
Vice President, Administration  
And Finance

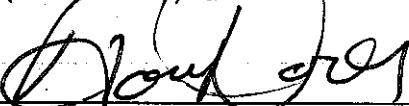
By: 

Richard Stallworth  
Director of Business Services

By: 

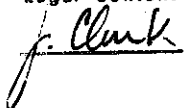
Ray Puskas  
Director of Purchasing

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

By: 

Thomas J. Dorer  
Vice President

Legal Content Approved

 J. Clark, 10/4/06