

AMENDMENT

THE COMMONWEALTH OF VIRGINIA,  
UNIVERSITY OF MARY WASHINGTON

AND

THE WOOD COMPANY, a Pennsylvania corporation  
and wholly-owned and indirect subsidiary of  
SODEXO OPERATIONS, LLC

THIS AMENDMENT, dated April 9, 2013, is between THE COMMONWEALTH OF VIRGINIA, UNIVERSITY OF MARY WASHINGTON ("UMW") and SODEXO OPERATIONS, LLC ("Sodexo").

WITNESSETH:

WHEREAS, UMW and Sodexo entered into a certain Campus Dining Services Agreement dated November 5, 2012 ("Agreement"), whereby Sodexo manages and operates UMW's Food Service operation at 1301 College Avenue in Fredericksburg, Virginia 22401;

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 A.4 part j is deleted and replaced with the following:

"j. Summer Meal Plan

There will be two (2) Summer sessions, consisting of 24 Board days each. Summer Session 1 will be Mondays - Fridays only, May 20<sup>th</sup> through June 21 (closed Memorial Day). Summer Session 2 will be Mondays-Fridays only, June 24<sup>th</sup> through July 26 (closed July 4<sup>th</sup>). Meals for the Summer 2013 sessions will be provided as follows:

50 Block Meals - \$13.23 per patron / per day

Students living in UMW housing including apartments, will be required to purchase one 50 Block Meal per session.

2. The following is added Section A.7 as parts f and g:

"f. Floor Cleaning in the Underground

Due to the use of The Underground by multiple parties including Sodexo and UMW student groups, UMW will contribute \$350 per week up to a maximum of \$12,600 each

year of the contract toward the cost of floor cleaning. In the event that additional cleanings must be done in addition to the once per week cleaning, Sodexo will notify the Contract Administrator who must approve any additional payment of funds by UMW prior to incurring expenses, effectively approving an increase in total yearly cost under this agreement. Sodexo will maintain copies of the paid invoices as documentation to be provided if requested by UMW.

g. Anderson Center Concessions

From time to time and as agreed to by both parties, Sodexo may partner with the UMW Athletic Department to provide concessions at mutually agreed upon events in the Anderson Center. The sales from these specific events will be non-commissionable. The Athletic department will provide the requested number of student athletes per game to be supervised by Sodexo employees, in return Sodexo will give 20% of the gross sales from that event to the Athletic Department. The Athletic Department is responsible for ensuring that the revenue received from Sodexo as a result of the concession sales is distributed to the appropriate team funds. All UMW cash receipts and handling policies and procedures must be adhered to.

Concession sales that are operated solely by and for Sodexo will be subject to the fifteen percent (15%) commission on internal sales based on the contractual definition of Net Sales contained in the Campus Dining Services Agreement."

3. Section B(2)a Sections titled "Sodexo Investment #1" and "Sodexo Investment #2" are hereby deleted and replaced with the following:

"Sodexo Investment: On or about August 1, 2014, Sodexo shall provide an amount equal to Three Million Seven Hundred Fifty Thousand Dollars (\$3,750,000.00) ("Investment"). Sodexo shall amortize the Investment on a straight-line basis over eight (8) years, commencing August 1, 2014 and continuing through July 31, 2022. Such amortization shall be charged as an operating expense of the Food Service operation. UMW shall own the Investment, excluding proprietary equipment and signage utilized in the Branded Concepts operation. Annually, Sodexo shall provide a year-to-date accounting of the status of the amortization which shall be included in the required monthly financial reporting.

It is understood by the parties that the Investment will be used for furniture, furnishings, equipment and installation for the new student center, and that Sodexo Energy and Construction Services will be contracted under a separate agreement with Donley's, Inc., to provide such furniture, furnishings, equipment and installation at the new Student Center. Sodexo will provide to UMW, a complete on-going accounting of all costs for labor, equipment, furnishings and any other related costs on a monthly basis.

It is further understood that Sodexo Energy and Construction Services will complete all work related to the Food Services Operation including retail services within the \$3,750,000.00 Investment.

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

(i) the Agreement expires;

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- (ii) the Agreement is terminated;
- (iii) Sodexo's procurement programs are no longer utilized for the purchase of goods in connection with the Services provided under this Agreement;

then UMW shall reimburse Sodexo, ninety (90) days after receipt of invoice for the unamortized portion of the Investment."

4. Section B(2)e is deleted in its entirety and the following substituted therefore:

"e. Commissions.

In consideration of the rights granted by the University hereunder, Sodexo shall pay UMW fifteen percent (15%) commission on internal catering, cash sales, commissions and sales using flex dollars. External (non-university) catering commission shall be fifteen percent (15%). All commissions are based on Net Sales. Net Sales shall be defined as gross sales less applicable state and local sales tax. Sodexo hereby guarantees the University an annual commission as follows:

Year 1 - 3	\$400,000.00
Year 4 - 5	\$425,000.00
Year 6 - 10	\$450,000.00

Concession sales will be non-commissionable. Sodexo will partner with the Athletic department to provide concessions at all mutually agreed upon events. The Athletic department will provide the requested number of student athletes per game to be supervised by Sodexo employees. In return, Sodexo will give twenty percent (20%) of the sales from that event to the Athletic department. The Athletic department is responsible to make sure the money is distributed to the appropriate team funds.

If total commissions are greater than the guaranteed amount during each contract year, Sodexo shall pay the University the difference between the guarantee and the actual earned commissions. Such payment shall be made no later than September 1, of each contract term.

Concession sales that are operated solely by and for Sodexo will be subject to the fifteenth percent (15%) commission on internal sales based on the contractual definition of Net Sales contained in the Campus Dining Service Agreement.

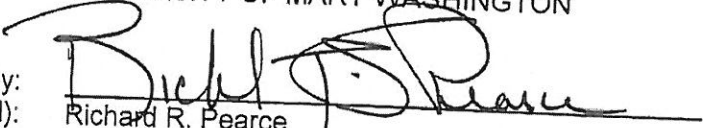
In each year, Sodexo will guarantee that UMW receive payment of the annual commission, less \$75,000.00 (The Enhancement Fund), by June 15 of each contract year. The Enhancement Fund retained by Sodexo will be used for enhancements to UMW's Dining Program and/or Operations. Designated enhancements will be approved by UMW in electronic or written form by the Contract Administrator or his/her Designee, based on Sodexo advice and recommendation, prior to the commencement of any work. Sodexo shall provide UMW evidence of expenditures through paid contractor invoices. Unspent balances in The Enhancement Fund will be carried over from year to year. Any unused balances at the termination of the Contract shall be paid to UMW.

5. This Amendment is effective as of August 1, 2012 and thereafter, unless amended. All other terms and conditions contained in the Agreement shall remain unchanged
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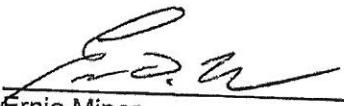
and in full force and effect, except by necessary implication.

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.

THE COMMONWEALTH OF VIRGINIA  
UNIVERSITY OF MARY WASHINGTON

By:   
Name (printed): Richard R. Pearce  
Title: Vice President for Administration and Finance

THE WOOD COMPANY, a Pennsylvania corporation  
and wholly-owned and indirect subsidiary of  
SODEXO OPERATIONS, LLC

  
Ernie Minor  
Senior Vice President

# Service Level Agreement ADP Sodexo Time Clocks

Department of Information Technologies

## Services provided by UMW Network & Communication Services

- Private, static IP addresses- one for each time clock
- Dedicated Private Subnet restricted to Time Clocks only
- Network connectivity\*
  - UMW's cable techs will install drops if possible
  - If cable techs are unable to install drops, Sodexo will assume the cost of contracting installation from a 3<sup>rd</sup> party

## Security

- UMW will restrict communication of the clocks to the following:
  - Clocks will communicate on port 443 only
  - Clocks will talk to server defined by Vendor only
    - 170.146.39.22
    - 170.146.39.167
- Sodexo assumes all responsibility for security of information transmitted to Vendor Servers

## Troubleshooting

- UMW IT Staff will have no responsibility for troubleshooting hardware.
- Troubleshooting will be limited to verification of network connectivity and communication
- Sodexo assumes all responsibility for troubleshooting issues once connectivity is verified

Karin Dean  
Sodexo Representative

Deborah Borthyard  
UMW Representative

5-24-13  
Date

5/30/2013  
Date