

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 March 24, 2014, is between THE COMMONWEALTH OF VIRGINIA, UNIVERSITY OF MARY WASHINGTON ("UMW") and THE WOOD COMPANY, a Pennsylvania corporation and wholly-owned and indirect subsidiary of SODEXO OPERATIONS, LLC ("Sodexo").

WITNESSETH:

WHEREAS, UMW and Sodexo entered into a certain Agreement, dated November 5, 2012, as amended ("Agreement"), whereby Sodexo manages and operates Client's campus dining and catering services ("Services") operations at 1301 College Avenue, Fredericksburg, Virginia 22401;

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

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

1. The Agreement was inadvertently executed under the incorrect entity name, Sodexo Operations, LLC. The parties hereby acknowledge and agree that the Agreement is entered into and shall operate under The Wood Company, a Pennsylvania corporation and wholly-owned and indirect subsidiary of Sodexo Operations, LLC, retroactively to the commencement date of the Agreement.

2. *B.S.2*, Consideration, Subsection b is deleted in its entirety with the following substituted therefor:

"b. Accrual Fund

Sodexo shall establish and maintain an accrual fund in accordance with the schedule below, for use in the Services:

<u>Date of Accrual</u>	<u>Accrual Amount</u>
Year 1 - upon initiation of contract	\$500,000.00
Year 2 - August 1, 2013	\$400,000.00
Year 3 - August 1, 2014	\$300,000.00
Year 5 - August 1, 2016	\$300,000.00

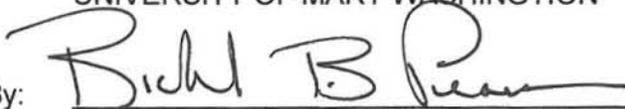
In the event the Agreement is terminated prior to the completion of any academic year, any unused accrual funds shall be for Sodexo's account and Sodexo will have no further obligation under this Section.

This Accrual Fund shall be used for dining renovation and enhancement and will be held by Sodexo in a fund, and used in dining service improvements, as directed and approved in writing by UMW prior to committing the funds. Sodexo shall provide UMW evidence of expenditures through contractor invoices, or other accepted documentation. Sodexo will provide a year-to-date report of such expenditures on January 20<sup>th</sup> of each contract year and a final reconciliation including a breakdown of equipment purchased prior to expiration of this Agreement."

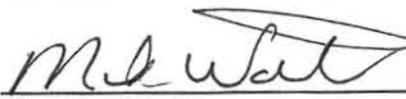
3. This Amendment is effective as of August 1, 2012, and thereafter, unless amended. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect, except by necessary implication.

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. PEARLE  
Title: U.P. ADMIN + FINANCE

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

By:   
Mark J. Watkins  
Regional Vice President