



CONTRACT MODIFICATION NO. 16
BETWEEN THE COMMONWEALTH OF VIRGINIA,
UNIVERSITY of MARY WASHINGTON and THE WOOD COMPANY,
a Pennsylvania corporation and wholly-owned
indirect subsidiary of SODEXO MANAGEMENT, INC.
October 2, 2019

In accordance with the terms and conditions of the original Contract, 12-06, "Changes to the Contract", under the General Terms and Conditions, the following modifications have been mutually agreed upon, and will take effect after full execution of this document by both parties.

Relative to the general scope of the above referenced contract, the University of Mary Washington hereby modifies the contract as follows.

- I. Referencing §A.3: (Schedule of Operations) Contractor shall cease operation of food services in The Underground, Lee Hall, effective May 3, 2019. Reimbursement to Contractor by UMW for cleaning of floors in space shall co-terminate with cessation of operations by Contractor.
- II. Referencing Contract §B.3.b (Branded Concepts) and §B.3.c (Subcontracts); Contractor shall, by mutual agreement with the University, as of the final execution of this modification, operate or cause to operate the following subcontracted Branded Concepts:
 - A. Panera Bread Company; opening no later than the 2020 spring semester, and Katora Coffee, opened August 2019, fall semester.
 1. Hours of operation are defined in UMW contract modification #17.
 2. Meals, Flex and EagleOne dollars may be used in the Panera and Katora Coffee operations.
 3. Project status shall be communicated weekly to the UMW Contract Administrator until work is complete.
 - B. Qdoba, Jamba Juice and Blackstone Coffee ceased operation and closed in summer 2019.
 1. Renovation of spaces formerly housing Qdoba and Jamba Juice operations shall begin at a point during the fall 2019 semester once all state approvals and permitting is in place.
- III. Referencing Contract §B.2.a (Consideration: Capital and Fixed Contributions), and subsequent modification(s), is hereby deleted and replaced with the following:
 - A. Previous Investments: As of July 31, 2019, the total unamortized portion of the previous investments is One Million Nine Hundred Sixty-Three Thousand Five-hundred and Ten Dollars (\$1,963,510.00). Contractor shall re-amortize the un-amortized portion of the Previous Investments on a straight-line basis over ten (10) years commencing August 1, 2019. Such amortization shall be charged as an operating expense of the Food Services operation. UMW shall own the Previous Investments, excluding proprietary equipment and signage utilized in the Branded Concepts operation. Annually, Contractor shall provide a year-to-date accounting of the status of the amortization which shall be included in the required monthly financial reporting. Contractor shall provide UMW Contract Administrator with monthly profit and loss statements that reflect line item revenues and expenses of the Panera operation. Should forecasted expenses exceed actual based on operating statements, Contractor shall, at UMW's request, adjust, as needed, the re-amortization of the re-investment and the new

investment above. Such re-amortization shall be documented in a contract modification, indicating agreement between the parties. Working papers of the investment shall be shared with the UMW Contract Administrator and approved by UMW prior to project commencement.

B. New Investment:

1. Contractor shall provide funding up to Seven-hundred and Ninety-five Thousand Dollars (\$795,000.00) for the build-out project to house and operate the Panera franchise ("Investment 2").
 - a. Investment 2 shall include a portion of the charge for the services (approximately 10% of the overall investment) of the Contractor's Solution Center. Contractor shall amortize Investment 2 on a straight-line basis over ten (10) years, commencing with the inception of the renovations. Such amortization shall be charged as an operating expense of the Food Services operation. UMW shall own Investment 2, excluding proprietary equipment and signage utilized in the Branded Concepts operation. Annually, Contractor shall provide accounting of the status of the amortization which shall be included in the required monthly financial reporting. Contractor shall provide UMW Contract Administrator with monthly profit and loss statements that reflect line item revenues and expenses of the Panera operation. Based on actual operating statements, Contractor shall, at UMW's request, adjust, as needed, the amortization of Investment 2. Working papers of Investment 2 shall be shared with the UMW Contract Administrator and approved by UMW prior to project commencement.
 2. Annual Contribution: On or about August 1, 2019, and each August 1st, during the remaining term of the contract (or as long as the contract remains in effect), Contractor shall provide an amount equal to Three Hundred Five Thousand Dollars (\$305,000) to be used for enhancements in the Food Service Operations ("Annual contribution") as follows: (a) August 2019: Panera buildout; (b) August 2020: as mutually agreed upon between the parties; (c) August 2021: As mutually agreed upon between the parties.
 - a. The August 2019 Contribution shall also include a portion of the charge for the services (approximately 10% of the overall investment) of the Contractor's Solution Center.
 - b. Contractor shall amortize such Annual Contribution on a straight-line basis, commencing with the date renovation expenses are incurred, continuing through July 31, 2020, and each July 31st thereafter, in accordance with 2.(b) and 2.(c).
 - c. In the event this Agreement is terminated for any reason prior to the completion of any Contract Year, University shall reimburse Contractor, within thirty (30) days after receipt by either party of any notice of termination, the unamortized portion of the Annual Contribution for that year and Contractor shall have no further obligation under this §B.2.
- C. If prior to the complete amortization of §III.A and III.B.1 (referencing contract §B.2.a) any of the following events occur: (i) this Contract expires; (ii) this Contract is terminated; Contractor's procurement programs are no longer used for the purchase of goods in connection with the Services provided under this Contract; then UMW will reimburse Contractor within ninety (90) days after receipt of invoice for the UMW-validated un-amortized portion of each Investment under §III.A and III.B.1.
- D. (Referencing §B.3.d); *It shall be noted that the contract between the Contractor and UMW expires on July 31, 2022.*

All other terms and conditions of the original contract referenced above shall remain in force.

By signing this modification, representatives of each party are certifying authorization to sign and agree to be bound by the terms and conditions of the contract.

CONTRACTOR
THE WOOD COMPANY

Signature: 
Name (Printed): Cal Thetford
Title: Senior Vice President
Email: Cal.thetford@sodexo.com
Phone: 704-322-2809
Date: 10/2/19

AGENCY
University of Mary Washington

Signature: 
Name (Printed): Melva A. H. Kishpaugh
Title: Director, Procurement Services
Date: 10/07/2019

