



CONFIDENTIAL

October 31, 2013

Mr. Cale Fessler
Vice President for Financial Planning and Administration
Missouri Western State University
4525 Downs Drive
St. Joseph, MO 64507

Dear Mr. Fessler:

This Letter Amendment sets forth the terms and conditions mutually agreed between Client and ARAMARK representatives that the Food Services Management Agreement between **MISSOURI WESTERN STATE UNIVERSITY** ("Client") and **ARAMARK EDUCATIONAL SERVICES, LLC** (formerly **ARAMARK EDUCATIONAL SERVICES, INC.**) ("ARAMARK") effective May 21, 2009, as amended (the "Agreement"), shall be further amended as follows:

1. Paragraph 1 of the Agreement, **ENGAGEMENT OF ARAMARK; EFFECTIVE DATE; TERM**, is hereby amended to reflect that, in accordance with Paragraph 1 of the Agreement, Client and ARAMARK are hereby exercising the option to extend the term of the Agreement for three (3) consecutive one-year Renewal Terms, through and including May 24, 2017.

2. Paragraph 5 of the Agreement, **FOOD SERVICE AND MENUS**, is hereby amended to include the following additional terms:

"To the extent that ARAMARK is engaged, pursuant to the terms and conditions of this Agreement, to provide catering food service in connection with the Kansas City Chiefs National Football League training camp, ARAMARK will work together in good faith with the Kansas City Chief's management and coaching team to provide food service and menus for such training camp consistent with the N.F.L.'s and Kansas City Chief's nutritional and food service policies and requirements."

3. Client and ARAMARK hereby mutually agree that, for the remainder of the current Term (i.e., through May 24, 2017, unless the Agreement is early terminated in accordance with the terms and conditions of the Agreement): (a) except in the event that ARAMARK determines in its reasonable discretion that such termination, removal or transfer is reasonably necessary for compliance with ARAMARK's then-current hiring, employment and personnel policies and/or applicable laws, rules, regulations or orders, ARAMARK will not terminate or otherwise remove or transfer Chef Nader Ghaldi from his current position as the catering chef for Client without the prior approval of Client, and (b) notwithstanding anything to the contrary in Subparagraph 7.D of the Agreement, Client will not be restricted from hiring Chef Nader Ghaldi following a termination of the Agreement and, therefore, Client will not owe any liquidated damages in connection with hiring Chef Nader Ghaldi following a termination of the Agreement.

4. Subparagraph 13.O of the Agreement, **Alcohol Service**, is hereby amended to include the following additional terms:

"Client and ARAMARK hereby acknowledge and agree that: (a) from time to time, on a limited basis, Client may provide Client-obtained wine to be served by ARAMARK at Client catering events at locations where ARAMARK is then-currently licensed to serve alcoholic beverages, (b) such Client-obtained wine shall be stored separately from all other alcohol purchased or

obtained for service under the Agreement in a location that is mutually agreed upon by Client and ARAMARK and is properly secured and otherwise maintained in compliance with all applicable laws, rules, regulations and orders by Client, and (c) such Client-obtained wine shall be served by ARAMARK in compliance with this Agreement and all applicable laws, rules, regulations and orders, but in no event will ARAMARK sell or be obligated to sell such wine. For clarity, nothing in this Paragraph shall prohibit ARAMARK from charging a corkage, service or other similar fee in connection with the service of such Client-obtained wine."

5. Paragraph 13 of the Agreement, **FINANCIAL TERMS**, is hereby amended to include the following additional subparagraph P:

"P. **2013 Financial Commitments:** In consideration of Client's agreement to extend the Term of the Agreement through May 24, 2017, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ARAMARK shall make the following financial commitments to Client (collectively, the 2013 Financial Commitments): (a) in or around October 2014, an amount of one million dollars (\$1,000,000) for capital improvements, (b) in or around November 2013, one hundred thousand dollars (\$100,000) for food service facility renovations and for the purchase and installation of food service equipment (including, to the extent requested by Client, presidential catering china), area treatment, signage and marketing materials and other costs associated with the Campus Food Service Program on Client's premises, and (c) in or around May-August 2014, in an amount up to Seven Hundred Thousand Dollars (\$700,000) for food service facility renovations and for the purchase and installation of food service equipment (including, to the extent requested by Client, presidential catering china), area treatment, signage and marketing materials and other costs associated with the Campus Food Service Program on Client's premises. Any equipment purchased by ARAMARK on Client's behalf shall be purchased as a "sale-for resale" to the Client. Client 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. Client acknowledges that it is a tax-exempt entity and will provide ARAMARK with a copy of the appropriate tax-exempt certificate. The 2013 Financial Commitments amounts shall be amortized on a straight line basis as follows: (i) with respect to the amount set forth in clause (a) above, over a period of five (5) years beginning on the date of complete expenditure of each such amount, and (ii) with respect to the amounts set forth in clauses (b) and (c) above, over a period of eight (8) years beginning on the date of complete expenditure of each such amount.

Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of the Financial Commitment, Client shall reimburse ARAMARK for the unamortized balance of the Financial Commitment 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 from the date the Financial Commitment was finalized at the Prime Rate plus two percentage points per annum, computed each Accounting Period on the declining balance. 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 in the event such amounts owing to ARAMARK are not paid to ARAMARK: (x) within eighteen (18) months following the date on which ARAMARK provides notice of such termination in the case of any termination of the Agreement by ARAMARK for any reason other than breach of the Agreement (including non-payment) by Client, or (y) within thirty (30) days of expiration or termination in the case of any expiration of the Agreement or any termination of

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the Agreement by Client for any reason or by ARAMARK for breach of the Agreement (including non-payment) by Client. 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 the periods of time described in clauses (x) and (y) immediately above."

In all other respects, the Agreement shall remain unmodified and in full force and effect. This Letter Amendment is hereby attached to, and made part of, the Agreement.

If the foregoing is in accordance with your understanding, please have an authorized representative sign and date each of the three copies of this Letter Amendment. Please retain one copy and return a fully signed copy at your convenience.

Very truly yours,

ARAMARK EDUCATIONAL SERVICES, LLC

By: 

Jeffrey K. Gilliam
Vice President

The above is accepted and agreed to this 8th day of November, 2013.

MISSOURI WESTERN STATE UNIVERSITY

By: 

Cale Fessler
Vice President for Financial Planning and
Administration