

OLD DOMINION UNIVERSITY
STANDARD CONTRACT

Contract No. 05-221-0023-HRS – Lot #1

This contract entered into this ____ day of August, 2005 by ARAMARK Educational Services, Inc. hereinafter referred to as "ARAMARK", and Commonwealth of Virginia, Old Dominion University, hereinafter referred to as "Client".

WITNESSETH that ARAMARK and Client, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES:

ARAMARK shall provide certain campus dining and food catering services to Client in accordance with the information and requirements contained in the original Request For Proposal and all addenda for same, the original submittal by ARAMARK and all negotiated changes agreed to and accepted by ARAMARK and Client.

PERIOD OF PERFORMANCE:

The contract period shall commence on July 1, 2005 and expire on June 30, 2015.

DEFINITIONS:

The following words and phrases when used in this Agreement shall have the meanings given to them in this Paragraph.

1. "Agreement": This Food Services Management Agreement.
2. "Campus Food Service Program": Board plans, cash, catering and other related food service operations to be provided by ARAMARK under this Agreement.
3. "Cash Net Receipts": Receipts received by ARAMARK from ARAMARK's cash operations less applicable state and local sales taxes.
4. "Food Service Facilities": The areas, improvements, property and facilities made available by Client to ARAMARK for the provision of the food services.
5. "Board Students": Those Client students dining in residence halls who have purchased a board plan.
6. The Contract Administrator shall be Mr. Donald Runyon, Assistant Vice President for Auxiliary Services.

ENTIRE AGREEMENT AND AMENDMENTS:

The following documents are hereby incorporated by reference into this Agreement:

- a. The Client's Request for Proposal #05-221-0023-HRS and addenda for same, as follows:
 - (1) Request for Proposal dated December 1, 2004;
 - (2) Addendum 1 dated December 9, 2004;
 - (3) Addendum 2 dated December 17, 2004; and
 - (4) Addendum 3 dated January 11, 2005.
- b. ARAMARK's proposal dated January 27, 2005 (*including the Lot #1 exceptions exercised in their response, Section III, pages 1 – 3*), except to the extent that it has been amended in subsequent written communications between ARAMARK and Client, to include modifications and changes to service delivery and financial considerations, as outlined in ARAMARK responses to questions from Client, as follows:
 - (1) Response letter dated February 18, 2005;
 - (2) Response letter dated March 9, 2005;
 - (3) E-Mail response from Mark Nelson dated March 16, 2005; and
 - (4) Response letter dated March 25, 2005

Note: The extent to which the aforementioned responses will be contractually binding, is limited to the actual modifications and changes that have been accepted and agreed to in writing by both ARAMARK and Client.
- c. In the event of any conflict between this Agreement and any of the above documents, the provisions of this Agreement shall control.
- d. Where this Agreement is silent, ARAMARK's response to the original Request for Proposal, any and all associated addenda, and all mutually agreed upon negotiated changes shall control.
- e. Where ARAMARK's response is silent, the original Request for Proposal shall control.

CONFIDENTIAL INFORMATION and PROPRIETARY MATERIALS:

Confidential Information: Client shall keep the follow information confidential, to the extent permitted by law, and shall so instruct its agents, employees, and independent contractors and the use of such information by Client in any manner shall not affect ARAMARK's ownership of the confidential nature of such information. Client shall not photocopy or otherwise duplicate any such materials without the prior written consent of ARAMARK: all financial, statistical, operating and personnel material and information, including, but not limited to, manuals, recipes, and computer software programs.

Proprietary Materials: Client agrees that all computer software programs, signage and marketing and promotional literature, (collectively referred to as "Proprietary Materials"), used by ARAMARK on Client's campus in connection with the food service 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 or licensed to ARAMARK shall be discontinued by Client, and Client shall immediately return to ARAMARK all Proprietary Materials. Renovation and construction improvements to the Client's property shall not be considered proprietary.

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, covenants and 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 such right or remedy; or the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.

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.

INDEMNIFICATION:

ARAMARK agrees to indemnify, defend and hold harmless Old Dominion University, the Commonwealth of Virginia, their officers, agents, and employees (collectively referred to as "Client") from any claims, damages and actions of any kind or nature including attorneys fees and costs, whether at law or in equity, arising from or caused by the negligent performance of this contract, including but not limited to, use of any materials, or equipment of any kind, or consumption of any goods or products provided by the contractor and used or consumed by third parties, or any services of any kind or nature provided by the contractor; provided that such liability is not attributable to the sole negligence of the client. Nothing contained herein shall be deemed an express or implied waiver of the sovereign immunity of the Commonwealth.

COMPENSATION:

- 1. To ARAMARK: ARAMARK’s compensation shall be in the form of revenue generated by (i) the sale of various “meal board” plans, (ii) catering services provided campus wide, and (iii) sales realized from the “food court” merchants and Webb Café.

- 2. To Client: Client will be compensated by ARAMARK with commission payments based on “gross sales” generated from revenue received from (i) catering services, and (ii) “food court” merchants, and Webb Café. Commissions paid will be based on an incremental schedule, as follows:

0 - \$1.5 Million	=	10.0% Commission
\$1.5 - \$3.0 Million	=	13.0% Commission
\$3.0 - \$3.75 Million	=	15.0% Commission
\$3.75 - \$4.5 Million	=	16.0% Commission
\$4.5 - \$5.25 Million	=	17.0% Commission
\$5.25 - \$6.0 Million	=	18.0% Commission
> \$6.0 Million	=	19.0% Commission

Additionally, ARAMARK will provide in year one of the contract, a one time *Financial Commitment* of \$4,000,000.00. Such *Financial Commitment* will be amortized on a straight-line basis over a period of ten (10) years, commencing upon the complete expenditure of the *Financial Commitment*, and will be subject to all of the terms and conditions set forth in ARAMARK’s proposal.

CONTRACT MODIFICATIONS:

ARAMARK and the Client agree, that upon request from either party and upon written mutual agreement, modifications may be made to this contract and incorporated into same, as though written herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

ARAMARK Educational Services, Inc.

PURCHASING AGENCY:

OLD DOMINION UNIVERSITY

By : _____
Mark Nelson

By: _____
Robert L. Fenning

Title: _____
Vice President

Title: Vice President Administration & Finance

Date: _____

Date: _____

OLD DOMINION UNIVERSITY
STANDARD CONTRACT

Contract No. 05-221-0023-HRS – Lot #2

This contract entered into this ____ day of August, 2005 by ARAMARK Educational Services, Inc., hereinafter referred to as "ARAMARK", and Commonwealth of Virginia, Old Dominion University, hereinafter referred to as "Client".

WITNESSETH that ARAMARK and Client, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES:

ARAMARK shall provide certain catering and food concessions services for Client's *Ted Constant Convocation Center* in accordance with the information and requirements contained in the original Request For Proposal and all addenda for same, the original submittal by ARAMARK and all negotiated changes agreed to and accepted by ARAMARK and Client.

PERIOD OF PERFORMANCE:

The contract period shall commence on July 1, 2005 and expire on June 30, 2010. Upon mutual agreement by ARAMARK and Client, the contract may be extended for one (1) additional 5-year period.

DEFINITIONS:

The following words and phrases when used in this Agreement shall have the meanings given to them in this Paragraph.

1. "Agreement": This Food Services Management Agreement.
2. "Cash Net Receipts": Receipts received by ARAMARK from ARAMARK's cash operations less applicable state and local sales taxes.
3. "Food Service Facilities": The areas, improvements, property and facilities made available by Client to ARAMARK for the provision of the food services.
4. The Contract Administrator shall be Mr. Donald Runyon, Assistant Vice President, Auxiliary Services.

ENTIRE AGREEMENT AND AMENDMENTS:

The following documents are hereby incorporated by reference into this Agreement:

- a. The Client's Request for Proposal #05-221-0023-HRS and addenda for same, as follows:
 - (1) Request for Proposal dated December 1, 2004;
 - (2) Addendum 1 dated December 9, 2004;
 - (3) Addendum 2 dated December 17, 2004; and

- (4) Addendum 3 dated January 11, 2005.
- b. ARAMARK's proposal dated January 27, 2005 (*including the Lot #2 exceptions exercised in their response, Section III, pages 1 – 3*), except to the extent that it has been amended in subsequent written communications between ARAMARK and Client, to include modifications and changes to service delivery and financial considerations, as outlined in ARAMARK responses to questions from Client, as follows:
 - (1) Response letter dated May 18, 2005;
 - (2) Response letter dated May 25, 2005;
 - (3) Response letter dated June 9, 2005; and
 - (4) Response letter dated June 20, 2005

Note: The extent to which the aforementioned responses will be contractually binding, is limited to the actual modifications and changes that have been accepted and agreed to in writing by both ARAMARK and Client.
- c. In the event of any conflict between this Agreement and any of the above documents, the provisions of this Agreement shall control.
- d. Where this Agreement is silent, ARAMARK's response to the original Request for Proposal, any and all associated addenda, and all mutually agreed upon negotiated changes shall control.
- e. Where ARAMARK's response is silent, the original Request for Proposal shall control.

CONFIDENTIAL INFORMATION and PROPRIETARY MATERIALS:

Confidential Information: Client shall keep the follow information confidential, to the extent permitted by law, and shall so instruct its agents, employees, and independent contractors and the use of such information by Client in any manner shall not affect ARAMARK's ownership of the confidential nature of such information. Client shall not photocopy or otherwise duplicate any such materials without the prior written consent of ARAMARK: all financial, statistical, operating and personnel material and information, including, but not limited to, manuals, recipes and computer software programs.

Proprietary Materials: Client agrees that all computer software programs, signage and marketing and promotional literature, (collectively referred to as "Proprietary Materials"), used by ARAMARK on Client's campus in connection with the food service 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 or licensed to ARAMARK shall be discontinued by Client, and Client shall immediately return to ARAMARK all Proprietary Materials. Renovation and construction improvements to the Client's property shall not be considered proprietary.

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, covenants and 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 such right or remedy; or the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.

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.

INDEMNIFICATION:

ARAMARK agrees to indemnify, defend and hold harmless Old Dominion University, the Commonwealth of Virginia, their officers, agents, and employees (collectively referred to as "Client") from any claims, damages and actions of any kind or nature including attorneys fees and costs, whether at law or in equity, arising from or caused by the negligent performance of this contract, including but not limited to, use of any materials, or equipment of any kind, or consumption of any goods or products provided by the contractor and used or consumed by third parties, or any services of any kind or nature provided by the contractor; provided that such liability is not attributable to the sole negligence of the client. Nothing contained herein shall be deemed an express or implied waiver of the sovereign immunity of the Commonwealth.

COMPENSATION:

1. To ARAMARK: ARAMARK's compensation shall be in the form of revenue generated by (i) the sale of concessions and catering services provided during various events and University functions held at the Ted Constant Convocation Center.

To Client: Client will be compensated by ARAMARK with commission payments based on "net sales" generated from revenue received from concession sales and catering services, which shall mean gross sales from such services less all applicable state and local sales taxes. Commissions paid will be 30%, subject to the exclusions specified and agreed to by Client, in ARAMARK's response letter dated June 20, 2005. There will be no profit-sharing arrangements between ARAMARK and the Client.

CONTRACT MODIFICATIONS:

ARAMARK and the Client agree, that upon request from either party and upon mutual written agreement, modifications may be made to this contract and incorporated into same, as though written herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

ARAMARK Educational Services, Inc.

PURCHASING AGENCY:

OLD DOMINION UNIVERSITY

By: _____
Mark Nelson

By: _____
Robert L. Fenning

Title: Vice President

Title: Vice President Administration & Finance

Date: _____

Date: _____

FOOD SERVICES MANAGEMENT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2009 (“Effective Date”), by and between **OLD DOMINION UNIVERSITY** (“Client”) and **ARAMARK EDUCATIONAL SERVICES, LLC**, a Delaware limited liability company, 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 catering services, concessions, meals, including a la carte items, alcoholic and non-alcoholic beverages, for Client to resell to its students, faculty, staff and guests at Foreman Field located on its campus in Norfolk, Virginia.

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 Period”: One of the twelve (12) segments of the ARAMARK fiscal year, each consisting of four (4) or five (5) weeks. Two (2) Accounting Periods of four (4) weeks each and one (1) Accounting Period of five (5) weeks occur in each ARAMARK fiscal quarter. The September Accounting Period in 2014 shall consist of six (6) weeks.

B. “Agreement”: This Food Services Management Agreement.

C. “Allocated Charge”: A charge established by ARAMARK, which is reasonably allocated to Client, for certain services provided by ARAMARK to client locations.

D. “Stadium Food Service Program”: Those board, cash, catering and other related food service operations to be managed by ARAMARK under this Agreement.

E. “Compensation”: Wages and salaries, vacation (including earned but unpaid vacation) and holiday pay, and other paid time off for ARAMARK employees assigned to duty on Client’s premises.

F. “Direct Costs”: Costs incurred by ARAMARK directly attributable to services provided under this Agreement.

G. “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.

H. “General and Administrative Expense Allowance”: ARAMARK's allowance for the financial reporting, legal, tax and audit services, operational accountability and management oversight provided to client locations by ARAMARK at the district, regional and corporate levels.

I. “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.

J. “Reimbursable Costs”: The Direct Costs and Allocated Charges to be charged to Client under this Agreement.

K. “Servicewares”: Items used in the serving of food and beverages such as chinaware, glassware, silverware and “take-out” packaging.

L. “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: Client shall make available to ARAMARK suitable Food Service Facilities, completely equipped and ready to operate, together with such heat, refrigeration, and utilities service as may be reasonably required for the efficient performance of ARAMARK’s engagement pursuant to Section 1 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 ARAMARK’s engagement

pursuant to Section 1 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, 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.

C. Servicewares and Small Expendable Equipment: Client shall furnish an adequate initial inventory of Servicewares and Small Expendable Equipment. 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 as a Direct Cost.

D. IT System: ARAMARK shall develop, implement, operate and maintain an information technology system (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 receive an Allocated Charge for the development, implementation, operation and maintenance of 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.

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 and grease filters) of the Food Service Facilities and for the routine cleaning of tables and chairs in such areas.

B. Client's Responsibilities: Client, at its cost, shall provide regular cleaning service for walls, windows, floors, light fixtures, draperies and blinds, and periodic waxing and buffing of floors in the Food Service Facilities. In addition, Client, at its cost, shall be responsible for routine cleaning of all grease traps, duct work,

plenum chambers and roof fans in the Food Service Facilities. Client shall be responsible for trash and garbage removal and extermination service.

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

6. PERSONNEL:

A. ARAMARK shall provide and pay a staff of personnel on duty on Client's premises for the efficient management of the Stadium Food Service Program. ARAMARK personnel will be subject to the rules and regulations of Client while on Client's premises. ARAMARK personnel may be employed by an ARAMARK affiliate and made available to ARAMARK pursuant to an intercompany agreement.

ARAMARK shall be reimbursed for the Direct Costs incurred by ARAMARK in connection with its personnel assigned to duty on Client's premises, including Compensation and related payroll costs, and shall charge an Allocated Charge for fringe benefits and human resource services.

B. ARAMARK shall assign to duty on Client's premises only personnel acceptable to Client.

C. ARAMARK will offer employment, or cause its affiliate to 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 or those in excess of the number required for efficient operation.

D. Client shall furnish ARAMARK with student labor to an extent mutually agreed upon.

E. If ARAMARK incurs any costs, including legal fees, retroactive wages and damages, as a result of any personnel action taken by Client or by ARAMARK or its affiliates at the direction of Client, which action ARAMARK or its affiliates would not have taken but for Client's direction, ARAMARK shall charge Client for such costs as Direct Costs.

F. ARAMARK agrees that no supervisory personnel of Client shall be hired by ARAMARK for the term of this Agreement and six (6) months thereafter.

Client acknowledges that ARAMARK and its affiliates have invested considerable amounts of time and money in training the supervisory personnel assigned to the Stadium Food Service Program in the systems, procedures, methods, forms, reports, formulas, computer programs, recipes, menus, plans, techniques and other valuable information which is proprietary and unique to ARAMARK's manner of conducting its business and that such information is available, on a confidential basis, to such supervisory personnel. Therefore, Client agrees that supervisory personnel assigned to the Stadium Food Service Program by ARAMARK will neither be hired by Client for the term of this Agreement and six (6) months thereafter, nor will Client permit supervisory personnel assigned to the Stadium Food Service Program by ARAMARK to be employed on Client's premises for a period of six (6) months subsequent to the termination of this Agreement (unless such persons were formerly personnel of Client). For the purpose of this prohibition, "supervisory employees" shall be defined as those persons who have directly or indirectly performed management or professional services on Client's premises at any time during the twelve (12) month period immediately preceding termination of this Agreement.

In addition, Client agrees that if it violates the conditions set forth in the immediately preceding paragraph then Client shall pay to ARAMARK and ARAMARK shall accept as liquidated damages and not as a penalty for such breach, an amount equal to two times the annual salary of the ARAMARK supervisory personnel hired by Client or allowed to work on Client's premises in violation of the terms of this Agreement.

G. 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 personnel of the Stadium 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.

7. HEALTH EXAMINATIONS: ARAMARK shall cause all of its personnel 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. The cost of such examinations shall be a Direct Cost.

8. PURCHASING: ARAMARK shall purchase and pay for, as a Direct Cost, all food, supplies and services utilized in the Stadium Food Service Program. ARAMARK will credit local trade discounts to Client's account. Cash discounts or discounts not exclusively related to ARAMARK's operation at the Client's facilities shall not be credited to Client's account. Client shall be billed for purchases made hereunder as such food and supplies are utilized in the Stadium Food Service Program.

In the event an affiliated company or division of ARAMARK furnishes products or ancillary services necessary to the efficient operation of the Stadium Food Service Program, charges to Client for such products or ancillary services shall be competitive with the cost of obtaining such products or services from an independent source in the open market.

9. INVENTORY OF FOOD AND SUPPLIES: At the commencement of operations, ARAMARK and Client shall jointly inventory all food and related supplies to be utilized in the Stadium Food Service Program that are salable or usable in the ordinary course of the Stadium Food Service Program. A summary of such inventory shall become part of this Agreement. During the course of this Agreement, title to all such food and supplies shall remain in Client. At the termination of this Agreement, ARAMARK and Client shall jointly undertake a closing inventory of all food and supplies that are salable or usable in the ordinary course of the Stadium Food Service Program. The value of the opening inventory shall be offset against the value of the closing inventory. The value of the inventories shall be determined by invoice cost. In the event the opening inventory is greater than the closing inventory, the difference shall be credited against ARAMARK's final billing. In the event the closing inventory is greater than the opening inventory, the difference shall be added to ARAMARK's final billing as a Direct Cost.

10. LICENSES, PERMITS AND TAXES: ARAMARK shall obtain all federal, state and local licenses and permits required for operation of the Stadium Food Service Program, and shall be responsible for all sales, use, excise, state and local business

and income taxes attributable to the operation of the Stadium Food Service Program. The cost of all such licenses, permits and taxes, including an estimated amount for state income taxes based on the operating unit's income, shall be charged as Direct Costs.

In the event that a determination is made by a government authority that any sales, purchases, payments, or use of property made to or by ARAMARK under this Agreement, either in whole or in part, is subject to any sales, use, gross receipts, property, or any similar tax which tax was not contemplated by the parties at the commencement of operations hereunder, the full amount of any such tax liability, together with any interest paid by ARAMARK, shall be invoiced by ARAMARK and shall be reimbursed by Client, notwithstanding the fact that this Agreement may have expired or been terminated for any reason by either party prior to the date of such determination.

11. INSURANCE: ARAMARK shall provide workers' compensation insurance as required by law. In addition, ARAMARK shall carry comprehensive general liability insurance, including products, contractual, and broad form vendors' coverage, with minimum limits of at least One Million Dollars (\$1,000,000). ARAMARK shall furnish to Client, upon request, a certificate of insurance indicating that such coverage is in effect. ARAMARK shall charge Client an Allocated Charge for providing insurance coverage and related services.

Client and ARAMARK waive any and all right of recovery from each other for property damage or loss of use thereof, howsoever occurring. This waiver shall include, but not be limited to, losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage. This waiver shall not apply to claims for personal injury or death.

12. FINANCIAL TERMS: All facilities, equipment and services to be provided by Client under this Agreement shall be provided at Client's expense. Client shall retain all receipts from the Stadium Food Service Program. ARAMARK shall be reimbursed for all Reimbursable Costs. In addition, ARAMARK shall receive a Service Fee of Fifty-Five Thousand Dollars (\$55,000) (the "Service Fee"), which includes its General and Administrative Expense Allowance.

13. ACCOUNTING:

A. Initial Four-Week Payment: Prior to the commencement of operations hereunder, ARAMARK shall submit to Client an invoice for an amount equal to the estimate of ARAMARK's Reimbursable Costs and Service Fee for one (1) four-week Accounting Period ("Initial Payment").

Within twenty (20) days prior to the commencement date of each academic year (as defined in the Client's official calendar) thereafter, ARAMARK will submit to Client an invoice in an amount equal to the increase, if any, or a credit memo for the decrease, if any, between the original Initial Payment and the estimated Reimbursable Costs and Service Fee for the first four-week Accounting Period in such academic year.

The foregoing payments shall be retained by ARAMARK and shall be used from time to time by ARAMARK in part to make purchases as authorized agent of Client. Such payments shall be credited to Client at the time of the last billing made by ARAMARK to Client at the termination of this Agreement.

B. Accounting Period Billing and Operating Statement: Within twenty (20) days after the end of each Accounting Period, ARAMARK will submit to Client an invoice and operating statement for ARAMARK's Reimbursable Costs and Service Fee for such Accounting Period.

C. Payment Terms: All invoices submitted by ARAMARK to Client shall be paid within ten (10) days of the invoice date. In the event invoices are not paid within twenty-five (25) days of the invoice date, interest shall be charged on each invoice at One Hundred Twenty-Five Percent (125%) of the Prime Interest Rate per annum or One Percent (1%) per Accounting Period, whichever is greater, 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 ten (10) 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.

14. 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, in addition to all other rights and remedies of ARAMARK at law, in equity and under this Agreement, the financial terms and other obligations assumed by ARAMARK shall be renegotiated on a mutually agreeable basis to reflect such change, inaccuracy or breach.

15. 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 Stadium 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.

16. ACCURATE BOOKS AND RECORDS: ARAMARK shall maintain accurate books and records in connection with the Stadium Food Service Program and shall retain such records for a period of two (2) years.

17. CONFIDENTIAL INFORMATION AND PROPRIETARY MATERIALS:

A. Confidential Information: All financial, statistical, operating and 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. Client shall keep such information confidential and shall so instruct its agents, employees and independent contractors, and the use of such information by Client in any manner shall not affect ARAMARK's ownership or the confidential nature of such information. Client shall not photocopy or otherwise duplicate any such materials without the prior written consent of ARAMARK.

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 notwithstanding the fact that Client may have received an Allocated Charge for the use of such Proprietary Materials in connection with the Stadium Food Service Program. 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.

18. NOTICE: Any notice required, permitted or desired to be given under this Agreement shall be sent by prepaid registered or certified mail, return receipt requested, or by commercial courier service, or by electronic facsimile (but in the latter instance, also by mail or by commercial courier service). Notices shall be deemed received on the first to occur of the following: (i) when personally delivered; (ii) when actually received; or (iii) two (2) business days following the deposit thereof with the mail. Notices shall be sent to the addresses set forth below (or to any other address which the relevant party may designate to the other by written notice):

To ARAMARK:

ARAMARK Educational Services, LLC
ARAMARK Tower
1101 Market Street
Philadelphia, PA 19107

ATTN: Vice President, Finance

To Client:

Old Dominion University
1200 Webb Center
Norfolk, VA 23529

ATTN: Todd Johnson, Associate VP for Aux. Services

19. 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 or referenced in Paragraph 14. 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.

20. 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 any subsequent breach or default on the part of the other party.

21. GOVERNING LAW: This Agreement shall be governed by the law of the state where the services described in Paragraph 1 are rendered, without regard to principles of conflicts of laws applicable therein.

22. TERM AND TERMINATION

A. TERM: This Agreement shall commence on the Effective Date and shall continue in full force and effect until June 30, 2010 ("Initial Term"), unless terminated by either party as set forth below. Upon the expiration of the Initial Term, this Agreement shall automatically renew annually for five (5) additional one (1) year

periods (each a "Renewal Term") unless either party gives notice to the other party of its intent not to renew this Agreement at least ninety (90) days prior to the expiration of the Initial Term or any subsequent Renewal Term.

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.

23. ASSIGNMENT: Neither Client nor ARAMARK shall assign this Agreement without the prior written consent of the other; provided, however, that either party may assign the Agreement to an Affiliate without the consent of the other party. For purposes of this Agreement, "Affiliate" shall mean a company which controls, is controlled by or is under common control with the assigning party or its ultimate parent company.

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.

OLD DOMINION UNIVERSITY ("Client")

By: _____
Title:

**ARAMARK EDUCATIONAL
SERVICES, LLC ("ARAMARK")**

By: _____
Paul Justen
Vice President

By: _____
Jeffrey Tushar
Vice President



February 17, 2009

Ms. Susan Mitchell
Director, Interim Assistant Vice President for Auxiliary Services
Old Dominion University
1200 Webb Center
Norfolk, VA 23529

Dear Ms. Mitchell:

This Letter Amendment shall confirm the understanding between you and our representatives that effective July 1, 2009, the Commonwealth of Virginia Standard Contract No. 05-221-0023-HRS Lot #1 between **OLD DOMINION UNIVERSITY** ("University") and **ARAMARK EDUCATIONAL SERVICES, LLC** (formerly ARAMARK EDUCATIONAL SERVICES, INC.) ("ARAMARK") effective July 1, 2005 (the "Agreement"), shall be amended as follows:

1. ARAMARK is the University's contract vendor to provide catering services (i) for the University's Norfolk and Virginia Beach campus locations, and (ii) for the Ted Constant Convocation Center (TCCC), whereby "catering" means "food and/or beverage and/or service(s) related to same is provided for University sponsored programs on property owned or leased by the University and funded through University accounts". The Parties agree to modify the Agreement with regards to such "on campus catering", as follows:

a. for "on campus catering" events or meetings expected to exceed \$50.00, the parties agree that University departments must be contact ARAMARK directly to cater the event or meeting. If ARAMARK is unable to provide the requested catering services, the department will have the approval and authority to contract with another vendor for the event or meeting, subject to University policy;

b. for "on campus catering" events or meetings not expected to exceed \$50.00, the parties agree that University departments requiring on campus catering services have the approval and authority to contract with another vendor for such events or meetings, subject to University policy.

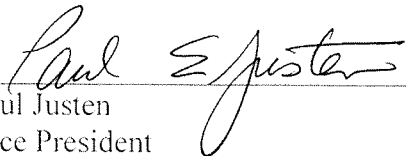
In all other respects, the Agreement shall remain in full force and effect. This Letter Agreement shall be attached to, and become part of, the Agreement.

[Remainder of page intentionally left blank.]

If the foregoing is in accordance with your understanding, please sign and date three copies of this Letter. Please retain one copy and return the other two copies of this Letter at your convenience.

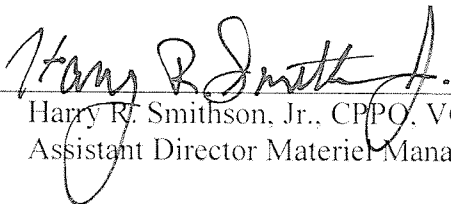
Very truly yours,

ARAMARK EDUCATIONAL SERVICES, LLC
(“ARAMARK”)

By: 
Paul Justen
Vice President

Agreed and accepted this 19TH day of MARCH, 2009.

OLD DOMINION UNIVERSITY (“Client”)

By: 
Harry R. Smithson, Jr., CPPPO, VCCO
Assistant Director Materiel Management



December 9, 2004

ADDENDUM NO. 01 TO ALL OFFERORS:

REFERENCE: RFP NO. 05-221-0023-HRS

DATE ISSUED: December 1, 2004

COMMODITY: Campus Dining and Convocation Center Concession Service Contracts

FOR DELIVERY TO: Old Dominion University
Materiel Management Department
4401 Powhatan Ave., Room 111
Norfolk, VA 23529-0308

PRE-PROPOSAL CONFERENCE: **Mandatory – Thursday, December 9, 2004 at 9:30 a.m.**

PROPOSALS DUE: **January 27, 2005, 4:00 p.m. local time (EST)** (time stamped 4:00 p.m. or before)

Please be advised of the following changes and/or clarification to the above referenced Request for Proposal (RFP), as follows:

1. Site Visits: All “site visits” after December 9, 2004, must be scheduled and confirmed three (3) business days in advance. All scheduling must be arranged through Mr. Don Runyon at drunyon@odu.edu.
2. Presentation Dates: The University has identified February 23rd and 24th, 2005, as the dates potential Offerors will be invited in provide presentation. Therefore, it is imperative that all Offerors make these dates available.
3. Nationally Branded Concepts: All Offerors must provide verification that they can retain and maintain “Starbucks” as a campus vendor. This is a minimum requirement, and failure to provide documented verification of requested information will deem the Offeror “non-responsive”, and their offer shall be removed from further evaluation and consideration for award.
4. Performance Bond: The University shall reserve the right to require the successful Offeror(s) to provide a performance bond(s) equal to the sum of the first two (2) years anticipated revenue. This determination will be made by the University prior to “final negotiations” and award.
5. Page 4 , Section B: Please add, “The University desires to increase the “residence population” to 6,000 beds over the term of the contract”.
6. Page 17, reimbursable utilities: The totals reflected in the breakdown of costs for each location are the estimated costs to be reimbursed. The \$62,594.00 referenced in each section should be disregarded.
7. Page 18, item (24), “client fund”: The “client fund” will be increased annually by **3%**.
8. Page 19, item (28), “debit card”fee: The Diebold GS Gold Card System transaction fee shall be changed to **5%**.
9. Page 20, under “current environment”, item (3): Vending contract shall be changed to **ARAMARK Vending**, and **Global Spectrum** shall be added as the Convocation Center Management firm.

10. Page 29, item U. "Insurance Coverage and Limits": The "employers liability" shall be increased to **\$2,000,000 per occurrence**.
11. Page 32, "Investment of Facilities": As part of the their response, all Offerors shall take into consideration and include ideas strategies for "new development", as related to the following:
"Old Dominion University faces many critical decision points as we plan our future development both on the main campus and in the University Village. The University will look to our Contractor to assist the University in making quality business decisions. As investment dollars are limited at the University, we would like the Contractor to describe their recommendations of how the University can benefit most from its investment dollars. Examples may include such areas as University Village restaurants, all-you-care to eat expansions in Webb Center, new or improved dining facilities in or near residence halls or other alternatives".
12. Page 33, as follows:
 - a. item B.2(e): Should be changed to read "a sketch of the proposed layout for each service area";
 - b. item B.2(g): Should read "a detailed analysis of space you would like to utilize (if applicable), with reasons for utilization"; and
 - c. item B.2(h): Shall be **deleted**.
13. Page 36, "Pricing Page", Section D: The following "flex points" shall be added for each plan type:
 - a. 14-meal: \$150.00
 - b. 10-meal: \$200.00
 - c. 5-meal: \$150.00
 - d. Block 25: \$100.00

Note: The University is interested in considering alternate board plan proposals in addition to those listed above. If alternative plans are suggested, please provide specific recommendations on separate pages.



December 17, 2004

ADDENDUM NO. 02 TO ALL OFFERORS:

REFERENCE: RFP NO. 05-221-0023-HRS

DATE ISSUED: December 1, 2004

COMMODITY: Campus Dining and Convocation Center Concession Service Contracts

FOR DELIVERY TO: Old Dominion University
Materiel Management Department
4401 Powhatan Ave., Room 111
Norfolk, VA 23529-0308

PRE-PROPOSAL
CONFERENCE: **Mandatory – Thursday, December 9, 2004 at 9:30 a.m.**

PROPOSALS DUE: **January 27, 2005, 4:00 p.m. local time (EST)** (time stamped 4:00 p.m. or before)

Please be advised of the following changes and/or clarification to the above referenced Request for Proposal (RFP), as follows:

Section A: The following changes were made prior to and distributed at the above referenced pre-proposal conference.

1. Site Visits: All “site visits” after December 9, 2004, must be scheduled and confirmed three (3) business days in advance. All scheduling must be arranged through Mr. Don Runyon at drunyon@odu.edu.
2. Presentation Dates: The University has identified February 23rd and 24th, 2005, as the dates potential Offerors will be invited in provide presentation. Therefore, it is imperative that all Offerors make these dates available.
3. Nationally Branded Concepts: All Offerors must provide verification that they can retain and maintain “Starbucks” as a campus vendor. This is a minimum requirement, and failure to provide documented verification of requested information will deem the Offeror “non-responsive”, and their offer shall be removed from further evaluation and consideration for award.
4. Performance Bond: The University shall reserve the right to require the successful Offeror(s) to provide a performance bond(s) equal to the sum of the first two (2) years anticipated revenue. This determination will be made by the University prior to “final negotiations” and award.
5. Page 4, Section B: Please add, “The University desires to increase the “residence population” to 6,000 beds over the term of the contract”.
6. Page 17, reimbursable utilities: The totals reflected in the breakdown of costs for each location are the estimated costs to be reimbursed. The \$62,594.00 referenced in each section should be disregarded.
7. Page 18, item (24), “client fund”: The “client fund” will be increased annually by **3%**.
8. Page 19, item (28), “debit card” fee: The Diebold GS Gold Card System transaction fee shall be changed to **5%**.

9. Page 29, under “current environment”, item (3): Vending contract shall be changed to **ARAMARK Vending**, and **Global Spectrum** shall be added as the Convocation Center Management firm.
10. Page 20, item U. “Insurance Coverage and Limits”: The “employers liability” shall be increased to **\$2,000,000 per occurrence**.
11. Page 32, “Investment of Facilities”: As part of the their response, all Offerors shall take into consideration and include ideas strategies for “new development”, as related to the following:
“Old Dominion University faces many critical decision points as we plan our future development both on the main campus and in the University Village. The University will look to our Contractor to assist the University in making quality business decisions. As investment dollars are limited at the University, we would like the Contractor to describe their recommendations of how the University can benefit most from its investment dollars. Examples may include such areas as University Village restaurants, all-you-care to eat expansions in Webb Center, new or improved dining facilities in or near residence halls or other alternatives”.
12. Page 33, as follows:
 - a. item B.2(e): Should be changed to read “a sketch of the proposed layout for each service area”;
 - b. item B.2(g): Should read “a detailed analysis of space you would like to utilize (if applicable), with reasons for utilization”; and
 - c. item B.2(h): Shall be **deleted**.
13. Page 36, “Pricing Page”, Section D: The following “flex points” shall be added for each plan type:
 - a. 14-meal: \$150.00
 - b. 10-meal: \$200.00
 - c. 5-meal: \$150.00
 - d. Block 25: \$100.00

Note: The University is interested in considering alternate board plan proposals in addition to those listed above. If alternative plans are suggested, please provide specific recommendations on separate pages.

Section B: The following changes and/or clarifications are being made as a result of the pre-proposal conference held on Thursday, December 9, 2004:

1. Page 14, item (11): The employee’s “A, B and C” specified are twelve months a year Virginia State Employees, as follows:
 - a. Employee A: Food Service Tech I with Chic-Fil-A
 - b. Employee B: Food Service Tech II – Baker
 - c. Employee C: Fiscal Assistant – Responsible for money collection, deposits and recording for sales from all “food service” locations.
Note: Benefits equaling 34% must be added to salaries
2. Page 19, item (26): The University will be responsible for cleaning the grease traps.
3. Page 19, item (28): Contractor will be required to replace existing card readers and cash registers that will be compatible with the Diebold CS Gold Card System. Contractor may have an opportunity to provide the maintenance for same, thus eliminating the annual reimbursement back to the University for said maintenance. Additionally, as technology changes, Contractor will be responsible for ensuring that all equipment and software associated with this section is upgraded as necessary to keep pace with technological advancements.

4. Page 23, item f. (1): The title “General Manager” shall be changed to **Food Service Director**, and that position will “plan, direct and control all phases of food production, cost controls and budgeting for concessions and catering in the Ted Constant Convocation Center, according to standards set by the client, the company, and any applicable regulatory agencies”.
5. Page 31, item H., Renewal of Contract: The following language shall be added: *The University, upon mutual agreement with the Contractor(s), shall reserve the right to negotiate any and all “price modifications”, as related to any subsequent contract(s). These negotiations may occur annually or as deemed necessary by the University to ensure continuous service delivery and operations. Additionally, the University shall reserve the right to waive any and all limitations of price modifications as may be governed by the CPI-W section of the Consumer Price Index.*
6. Page 36, Section A: Under “Financial Obligations”, item two, “Pay-Out Facility Investment” of \$100,000.00 is a one time pay-out, not annual.
7. Successful Contractor will be required continue providing the **10% discount** for faculty/staff Monarch Plus card holders.
8. The **non-mandatory** meal plan participants pay an 11% sales tax at the point of sale.
9. The retail shops located at the University Village, are being leased at 22.50 a square foot. Interested Offerors should contact Ms. Julie Adie, Director of Village Development, at (757) 683-3418, or jadie@odu.edu.
10. Residence Hall dining is only available 217 days per academic year, and is not typically available during semester, spring, fall, or Thanksgiving breaks.
11. Summer residents are not required to participate in the University “meal plans”. However, the “meal plan” is part of the summer camp package, with approximately 3,300 summer guests annually.
12. All retail operations are closed when the University is closed.
13. Currently, the agreement between Aramark and Starbucks is a license agreement.
14. Suhki’s is an Aramark branded concept.
15. During “slow operation” times and upon agreement and final approval by the University, the contractor(s) may be allowed to adjust their operating hours for the “retail” operations.
16. The following are the “average monthly sales breakdowns for the “nationally branded” and retail concepts:
 - a. Chic-Fil-A - \$82,572
 - b. Starbucks - \$57,841
 - c. Quizno’s - \$29,813
 - d. Pizza Hut - \$17,360
 - e. Taco Bell - \$11,023
 - f. Gresham - \$25,380
17. The University will have final approval for all menus and pricing for both the Campus Dining and Convocation Center contracts, including all retail and catering programs.
18. The Convocation Center currently has a “full” ABC license, and successful Contractor will be required to obtain and maintain the same.
19. Please note the following information for the Waves Café at the Virginia Beach Higher Education Center:

Waves Cafe'
1881 University Drive
Virginia Beach, VA 23454

20. The following table depicts the difference in November sales for fiscal years 2003, 2004 and 2005:

November Fiscal 2005

<u>Month</u>	<u>Nov-04</u>	<u>Nov-03 Difference</u>		<u>%</u>
Cash Sales	\$ 101,252	\$ 93,220	\$ 8,032	8%
Catering	\$ 100,630	\$ 68,627	\$ 32,003	32%
Board Sales	\$ 436,390	\$ 410,541	\$ 25,849	6%
Camp Sales	\$ (15,007)	\$ -	\$ (15,007)	0%
<u>Monarch Sales(all DB ODU & JW)</u>	<u>\$ 101,254</u>	<u>\$ 94,632</u>	<u>\$ 6,622</u>	<u>7%</u>
TOTAL	\$ 724,519	\$ 667,020	\$ 57,499	8%

<u>YTD</u>	<u>Nov-04</u>	<u>Nov-03 Difference</u>		<u>%</u>
Cash Sales	\$ 361,281	\$ 371,970	\$ (10,689)	(1) -3%
Catering	\$ 540,544	\$ 440,402	\$ 100,142	19%
Board Sales	\$ 1,348,320	\$ 1,267,454	\$ 80,866	6%
Camp Sales	\$ 116,360	\$ 121,410	\$ (5,050)	(2) -4%
<u>Monarch Sales(all DB ODU & JW)</u>	<u>\$ 317,086</u>	<u>\$ 415,352</u>	<u>\$ (98,266)</u>	<u>-31%</u>
TOTAL	\$ 2,683,591	\$ 2,616,588	\$ 67,003	2%

- Notes:**
1. Increase due to rate increase and increased meal plan participants with JW leaving
 2. The loss in sales is due to the loss of JW students, not Monarch plus being down.

21. The following table provides “missed meal” information for November 1 – 21, 2004:

November 1 - 7, 2004

Meal Plan	# of Plans	Total Available Meals	Meals Eaten	% of Meals Eaten
14 Resident	890	12,460	7,268	58%
10 Resident	428	4,280	2,751	64%
5 Resident	44	220	176	80%
14 Non-Resident	46	644	354	55%
10 Non-Resident	49	490	243	50%
5 Non-Resident	117	585	353	60%

November 8 - 14,2004

Meal Plan	# of Plans	Total Available Meals	Meals Eaten	% of Meals Eaten
14 Resident	889	12,446	6,675	54%
10 Resident	428	4,280	2,514	59%
5 Resident	44	220	140	64%
14 Non-Resident	46	644	324	50%
10 Non-Resident	49	490	239	49%
5 Non-Resident	117	585	349	60%

November 15 - 21, 2004

Meal Plan	# of Plans	Total Available Meals	Meals Eaten	% of Meals Eaten
14 Resident	888	12,432	7,026	57%
10 Resident	427	4,270	2,738	64%
5 Resident	44	220	169	77%
14 Non-Resident	46	644	324	50%
10 Non-Resident	49	490	229	47%
5 Non-Resident	117	585	331	57%

Note: While no credit will be allowed for meals missed by boarding Students, it is the University’s goal to enter into an agreement with a Contractor that has a desirable program that will reduce limit the number of missed meals. Additionally, the Contractor will be responsible for developing and implementing new ideas to continually reduce the percentage of missed meals to a mutually agreed upon factor.

22. The following tables depict annual comparisons for the “Monarch Plus” program deposits for fiscal years 2002, 2003, 2004, and through November for 2005:

2001 - 2002

Month	Cash/Check	Credit Card	On-Line	Gift Cards	Total Deposit Amount
July	\$5,222.00	\$7,800.50	\$0.00		\$13,022.50
August	\$54,640.50	\$36,523.00	\$0.00		\$91,163.50
September	\$15,654.00	\$12,587.54	\$0.00		\$28,241.54
October	\$13,452.50	\$14,157.00	\$0.00		\$27,609.50
November	\$6,764.75	\$7,565.00	\$0.00		\$14,329.75
December	\$2,493.00	\$3,412.00	\$0.00		\$5,905.00
January	\$29,249.00	\$28,720.94	\$0.00		\$57,969.94
February	\$11,559.69	\$10,873.26	\$1,500.00		\$23,932.95
March	\$8,413.00	\$7,660.00	\$975.00		\$17,048.00
April	\$8,941.70	\$8,891.00	\$595.00		\$18,427.70
May	\$3,559.00	\$3,885.00	\$140.00		\$7,584.00
June	\$9,601.00	\$5,340.00	\$100.00	\$1,320.00	\$16,361.00
Yearly Totals	\$169,550.14	\$147,415.24	\$3,310.00	\$1,320.00	\$321,595.38

2002 - 2003

Month	Cash/Check	Credit Card	On-Line	Gift Cards	Total Deposit Amount
July	\$12,610.28	\$9,435.00	\$180.00	\$442.00	\$22,667.28
August	\$80,505.54	\$49,779.80	\$12,250.00	\$0.00	\$142,535.34
September	\$28,559.26	\$22,088.79	\$2,868.79	\$0.00	\$53,516.84
October	\$18,913.21	\$22,837.90	\$2,361.80	\$0.00	\$44,112.91
November	\$13,293.47	\$16,130.00	\$1,600.00	\$0.00	\$31,023.47
December	\$6,551.88	\$7,020.00	\$1,035.00	\$0.00	\$14,606.88
January	\$39,878.96	\$42,756.35	\$8,550.00	\$0.00	\$91,185.31
February	\$15,904.50	\$23,017.85	\$2,095.00	\$0.00	\$41,017.35
March	\$11,770.65	\$19,412.00	\$2,440.00	\$0.00	\$33,622.65
April	\$12,299.46	\$21,600.91	\$2,239.77	\$0.00	\$36,140.14
May	\$4,264.26	\$8,239.61	\$716.00	\$0.00	\$13,219.87
June	\$21,750.34	\$25,676.00	\$825.00	\$105.00	\$48,356.34
Yearly Totals	\$266,301.81	\$267,994.21	\$37,161.36	\$547.00	\$572,004.38

2003-2004

Month	Cash/Check	Credit Card	On-Line	Gift Cards	Total Deposit Amount
July	\$26,202.82	\$24,444.00	\$2,240.00	\$0.00	\$52,886.82
August	\$114,410.39	\$97,826.06	\$25,684.57	\$0.00	\$237,921.02
September	\$32,643.26	\$40,417.04	\$11,110.00	\$0.00	\$84,170.30
October	\$23,689.29	\$32,751.68	\$8,003.60	\$0.00	\$64,444.57
November	\$18,231.57	\$25,762.33	\$4,900.00	\$0.00	\$48,893.90
December	\$7,595.75	\$13,242.88	\$3,995.65	\$0.00	\$24,834.28
January	\$66,623.41	\$83,224.05	\$40,958.00	\$0.00	\$190,805.46
February	\$20,591.91	\$30,038.08	\$6,982.00	\$0.00	\$57,611.99
March	\$17,025.73	\$24,442.00	\$5,520.00	\$0.00	\$46,987.73
April	\$10,984.43	\$21,873.00	\$4,544.00	\$0.00	\$37,401.43
May	\$4,732.14	\$9,055.45	\$2,563.00	\$0.00	\$16,350.59
June	\$9,810.16	\$11,270.00	\$1,560.00	\$0.00	\$22,640.16
Yearly Totals	\$352,540.86	\$414,346.57	\$118,060.82	\$0.00	\$884,948.25

2004-2005

Month	Cash/Check	Credit Card	On-Line	Gift Cards	Total Deposit Amount
July	\$14,457.84	\$15,720.70	\$2,600.00	\$0.00	\$32,778.54
August	\$174,080.00	\$109,242.83	\$62,105.00	\$0.00	\$345,427.83
September	\$43,487.05	\$55,348.25	\$24,549.34	\$0.00	\$123,384.64
October	\$20,371.49	\$28,883.00	\$12,260.00	\$14,800.00	\$76,314.49
November	\$16,755.73	\$25,637.00	\$9,958.00	\$0.00	\$52,350.73
December					\$0.00
January					\$0.00
February					\$0.00
March					\$0.00
April					\$0.00
May					\$0.00
June					\$0.00
Yearly Totals	\$269,152.11	\$234,831.78	\$111,472.34	\$14,800.00	\$630,256.23

23. Please refer to "Attachment A" for the Ted Constant Convocation Centers' catering menu.
24. Please refer to "Attachment B" for the "off-campus" sales associated with the Monarch Plus program.

25. The following format will be used for submitting responses to this Request for Proposal (RFP):
- a. Section I: Fully signed and executed cover page of the Request for Proposal;
 - b. Section II: Signed acknowledgement of any and all addenda;
 - c. Section III: Any and all exceptions to the specific requirements for **Lot #1**, pages 9 through 19, including the provisions for the “University’s Exclusive Beverage and Drink Vending Contract” on page 24, and the reporting requirements and “Utilization of Small Businesses and Businesses Owned by Women and Minorities” on page 25. All exceptions shall be addressed in order, as outlined in the RFP.
 - d. Section IV: Any and all exceptions to the specific requirements for **Lot #2**, pages 20 through 24, including the provisions for the “University’s Exclusive Beverage and Drink Vending Contract”, and the reporting requirements and “Utilization of Small Businesses and Businesses Owned by Women and Minorities” on page 25. All exceptions shall be addressed in order, as outlined in the RFP.
 - e. Section V: Any and all exceptions to the University’s “General and Special” terms and conditions as outlined on pages 25 through 31. All exceptions shall be addressed in order, as outlined in the RFP.
 - f. Section VI: **Lot #1 and Lot #2:** Information requested for use in “evaluation” of response, as follows:
 - (1) Experience: Demonstrated ability to provide services specified at a minimum of five (5) “Institutions of Higher Learning” comparable in size to Old Dominion, in relationship to:
 - a. **Lot #1:**
 - i. Enrollment size;
 - ii. Annual gross sales;
 - iii. “board programs” for 3,300 resident students per semester;
 - iv. a minimum of 9,900 “catering” events annually.
 - b. **Lot #2:**
 - i. Arena comparable in size to the Constant Center;
 - ii. Number of annual events with comparable attendance totals;
 - (2) Capability and Skills: As specified under Section VIII.A.2., page 31;
 - (3) Approach and Methodology: As specified under Section VIII.A.3., page 32, including the “expanded” piece of the Investment of Facilities, as stated on page 2, item 11. of Addendum #1 dated December 9, 2004
 - (4) Small, Women and Minority Owned Business Plan (SWAM): As specified under Section VIII.A.6., page 32.
 - g. Section VII: Completed Pricing Page;
 - h. Section VII: Completed attachments A, B, C, D and W-9 form, pages 37 through 41;
 - i. Section IX: Any and all “alternative” proposals, to be formatted and submitted as previously outlined

NOTE: A signed acknowledgment of this addendum must be received at the location indicated on the RFP either prior to the proposal due date and hour or attached to your proposal. Signature on this addendum does not substitute for your signature on the original solicitation document. The original document must be signed.

Sincerely,

Harry r. Smithson, Jr.

Harry R. Smithson, Jr., CPPO
Procurement Manager
Tel: 757-683-5107
Email: hrsmiths@odu.edu

Name of Firm

Authorized Signature/Title

Date

ATTACHMENT "A"

**CONVOCATION CENTER
CATERING PROGRAM**



Welcome to a spectacular season of sports and entertainment at the Ted Constant Convocation Center, where sports fans and special event guest alike enjoy exciting entertainment and sporting action events.

Aramark is proud to be the exclusive catering provider for the Ted Constant Convocation Center including catering for the luxury suite holders and full service catering for special events. We guarantee quality, freshness and excellent service, bringing you the latest in dining trends. Let our experience and expertise make this the best season through top quality menus and customized catering services. We are committed to making your experience at the Constant Convocation Center a memorable one.

Ordering

Food and beverage order may be placed via email or by calling 757-683-5098 during business hours from 9:00 am –5:00 pm. On event days, our staff will be available to assist until the conclusion of the event. For your added convenience, a fax order sheet is available. Our fax number is 757-683-6544. To avoid any confusion when placing an order, please specify luxury suite number, luxury suite owner's name, the date and time of the event for which you are ordering, as well as the name and phone number of the party placing the order. We also encourage you to appoint one luxury suite administrator to place all food and beverage order for your luxury suite in order to develop more effective communications and avoid duplicate orders.

To ensure that Aramark will meet all of your food and beverage requirements, we must request that you place your orders by 12:00 pm, two business days prior to the event.

Event Day

Order Due by 12 Noon

*Monday
Tuesday
Wednesday
Thursday
Friday
Saturday
Sunday*

*Thursday
Friday
Monday
Tuesday
Wednesday
Thursday
Thursday*

Cancellations

Should you need to cancel your food or beverage order, please contact the Luxury Suite catering office at 757-683-5098 with your cancellation request at least 24 hours prior to the event. No charges will be

incurred if you follow this procedure. Luxury suite orders cancelled after the 24 hour minimum will be assessed 50% of invoice on food and beverage.

Delivery, Equipment and Service ware

Unless otherwise requested, food and beverage order will be delivered to your luxury suite one hour prior to the event. All luxury suites will be provided with the necessary chafing dishes as well as appropriate service utensils. Additionally, a reasonable supply of disposable wares will be provided with no additional cost. In addition, china and linen service is available at an additional cost of \$100 per event. Fresh cut flowers and additional VIP service can be arranged with the luxury suite catering sales staff that can quote prices.

Personalized Services

During events luxury suite attendant will be assigned to deliver your food and beverage orders, take additional orders and periodically assist in maintaining your luxury suite. Should you desire a suite attendant to remain exclusively in your luxury suite for an event, please contact the Luxury Suite catering office at 757-683-5762 and allow 48 hours advance notice to ensure your request can be accommodated. The cost for a private luxury suite attendant is \$100.00 per event.

Alcoholic Beverages

Aramark Corporation, as a licensee, is responsible for the administration of the sales and service of alcoholic beverages in accordance with the laws and regulations of the Commonwealth of Virginia. Therefore, in compliance with state law, Aramark must supply all beer, liquor and wine.

Alcoholic beverages are not permitted to be brought into or out of the Ted Constant Convocation Center. Virginia state laws prohibit the consumption of any alcoholic beverage by any persons under the age of 21. It is the responsibility of the luxury suite owner to ensure that no minors or intoxicated persons consume alcoholic beverages in their luxury suite.

Constant Convocation Center
Old Dominion University
Suite catering Menu

All orders suggested for six people

**Event Day*

SNACKS

**Arena Popcorn.....\$10.00*

**Pretzel Rods.....\$13.00*

**Tri Colored Tortilla Chips with Salsa.....\$15.00*

**Dry roasted peanuts.....\$11.00*

**Potato Chip with Four Onion Dip.....\$15.00*

**Spicy Goldfish Mix.....\$11.00*

COLD HORS D'OEUVRES

**Fresh Vegetable Tray*

Garden fresh vegetables with savory dip

\$35.00

**Imported and Domestic Cheese Platter with Assorted Crackers*

Variety of imported and domestic cheeses served with an assortment of crackers

\$37.00

**Fresh Fruit Tray*

Seasonal fresh fruit with raspberry dipping sauce

\$37.00

**Cajun Crab Dip*

Spicy cold crab dip served with crackers

\$45.00

Jumbo Shrimp Platter

24 Jumbo Shrimp steamed and served with spicy cocktail sauce, and lemons.

\$74.00

Seared Tuna served with Wasabi,

Won Ton Crisps, and a seaweed salad

\$45.00

***Seven Layer Mexican Bean Dip**

Tri colored tortilla triangles with a layered Mexican dip of black beans, sour cream, shredded lettuce, refried beans, salsa, guacamole and shredded cheddar cheese

\$35.00

Prices listed do not include service charge and applicable sales tax.

HOT HORS D'OEUVRES

**Jumbo Buffalo Wings*

Buffalo style with blue cheese dressing and celery sticks

\$39.00

**Chicken Fingers served with Honey Mustard
Battered tender filet of chicken served with honey mustard
\$42.00*

*Chesapeake Crab and Spinach Dip
Jumbo Lump crabmeat, melded with cream cheese, spinach, and herbs,
Served with assorted crackers and pita triangles
\$44.00*

*Lumpia
Asian fried egg rolls served with a sweet and sour sauce
\$35.00*

** Black Bean Rolls
Spicy Mexican black bean rolls served with salsa and sour cream
\$35.00*

ENTREES

*Caesar Salad with Shrimp or Chicken
Fresh romaine lettuce, tossed with classic Caesar salad dressing, topped with shredded Parmesan cheese,
garlic croutons, and either grilled chicken or shrimp.
\$45.00*

*Hampton Roads Harbor Crabcakes
Jumbo lump crabcakes, roasted to perfection, served with our chef's special sauce and jalapeno hushpuppies
\$90.00*

**Roast Top Round of Beef
Thinly sliced top round of beef au jus served with Kaiser rolls and a horseradish cream sauce and potato
salad
\$62.00*

**Virginia Pork Barbecue
Pit cooked BBQ pork topped with tangy barbecue sauce and served with fresh baked rolls and homemade
cole slaw
\$65.00*

**Jumbo Kosher Hot Dogs
Kosher all beef jumbo hot dogs and all of your favorite condiments and southern style baked beans
\$38.00*

*Molasses Glazed Oven Roasted Turkey Breast
Oven roasted molasses glazed turkey breast served with homestyle red bliss potato salad, cucumber slaw,
oven dried plum tomatoes, herbed mayonnaise and hearty rolls
\$65.00*

*Assorted Wraps
Assorted wraps to include chicken Caesar, smoked turkey with bacon and vegetarian served with pasta salad
\$60.00*

PIZZA

Fresh Baked Cheese Pizza
Marinara sauce, mozzarella, provolone and Parmesan cheeses
\$19.00

Meatlover's Pizza
Marinara sauce, mozzarella, provolone and Parmesan cheeses,
Topped with pepperoni and sausage.
\$21.00

DESSERTS

**The Cookie Platter*
Fresh baked chocolate chip, oatmeal raisin,
white chocolate chip with macadamia nuts and sugar cookies
\$20.00

Cheesecake Sampler Platter
Cheesecake with assorted fresh berry toppings
\$30.00

Fudge Brownies
Deep rich chocolate brownies
\$24.00

Dessert Sampler Platter
Platter to include key lime pie, strawberry shortcake and chocolate mousse cake
\$30.00

Prices listed do not include service charge or applicable sales tax.

BEVERAGES

Non Alcoholic

Coke, Diet Coke, Sprite, Minute Maid Lemonade
\$9.00 per six pack

Bottled Water
\$12.00 per six pack

Cranberry, Grapefruit, Orange, Pineapple and Tomato Juice
\$7.00 per six pack

Beer

Budweiser, Bud Light, Michelob, Michelob Light, Miller, Miller Light, Coors Light
\$18.00 per six pack

Amstel Light, Heineken, Corona and Sam Adams
\$22.00 per six pack

Ask your banquet sales person about our extensive wine list.

Prices listed do not include appropriate service charge and sales tax.

CONSTANT CENTER

Catering Menu

Ala Carte Breakfast Items

Coffee and Tea to include cream, sugar, sweet and low and honey
19.99 per gallon

Decaffeinated Coffee to include cream, sugar, sweet and low
22.99 per gallon

Fresh Assorted Donuts
14.95 per dozen

Fresh Baked Muffins or Croissants
14.95 per dozen

Assorted Danish
14.95 per dozen

Bagels with Cream Cheese
14.95 per dozen

Fruit Yogurts
1.25 each

Vermont Maple Syrup and Whipped Butter
Country Sausage Links
Warm Apple Chutney
12.95 per person

“The Elizabeth”
Poached Eggs on Toasted English Muffin with Crabmeat and Dill Mornay Sauce
Breakfast Potatoes
Grilled Caramelized Pineapple
14.95 per person

*All Breakfast Entrees include Fresh Orange Juice, assorted Breakfast Pastries,
Regular and Decaffeinated Coffee and Hot Tea*

Prices do not include appropriated Service Charge or Sales Tax

Buffet Breakfast Selections

“The Continental”
Oven Fresh Breakfast Pastries
Fresh Fruit Platter and Assorted Chilled Juices
Fresh Brewed Coffees and Breakfast Teas
5.95 per person

“The American Continental”

Sliced Fresh Fruit Platter
Individual Orange, Tomato, and Cranberry Juices
Assorted Cold Cereals
Preserves, Butter, and Cream Cheese
Brewed Coffee and Breakfast Tea
7.95 per person

“The River Front”

Sliced Fresh Fruit Platter
Individual Orange, Tomato, and Cranberry Juices
Oven Fresh Muffins, Bagels and Danish
Scrambled Eggs
Country Sausage or Crisp Bacon
Breakfast Potatoes
Preserves, Butter, and Cream Cheese
Brewed Coffee and Breakfast Tea
14.95 per person

“The Grand Eye Opener”

Sliced Fresh Fruit Platter
Individual Orange, Tomato, and Cranberry Juices
Oven Fresh Muffins, Danish, Biscuits and Bagels
Scrambled Eggs
Texas Style French Toast and Buttermilk Pancakes
Country Sausage and Crisp Bacon
Breakfast Potatoes, Cheddar Cheese Grits
Preserves, Butter, and Cream Cheese
Brewed Coffee and Breakfast Tea
18.95 per person

Add from the Chef's table:

*Freshly made omelets with your choice of mushrooms, green peppers,
onions, tomatoes, Cheddar Cheese and Ham or
Belgian Waffle Station with Whipped Butter and Warm Maple Syrup
4.50 per person*

Must have minimum of 25 guests

Prices do not include appropriated Service Charge or Sales Tax

Sandwich Selections

***“Grilled Chicken Club w/Hickory Smoked Bacon”**
Your choice of Buttery Croissant or Kaiser Roll
10.95 per person

***“Smoked Turkey on Focassia”**
Smoked Turkey w/Honey Dijon Dressing on Focassia
10.95 per person

***“Over Stuffed Deli Sandwich”**
Turkey, Ham or Roast Beef
Your Choice, Rye, Wheat, White, Croissant, or Kaiser Roll
12.95 per person

***“Chicken, Tuna, Shrimp or Egg Salad”**
Your Choice, Rye Wheat, White Croissant, or Kaiser Roll
12.95 per person

“Gourmet Style Hamburgers”
Fresh Ground Beef, Grilled to Perfection, with Swiss or American Cheese
10.95 per person

“Hampton Roads Harbor Lump Crabcake”
Served on Snowflake Roll with Lettuce, Tomato and Tarter Sauce
13.95 per person

*(All sandwiches served with dill pickle, housemaid potato chips, and appropriate condiments)
(Iced Tea or Lemonade)*

(* Denotes Box Lunch available includes Fresh Fruit, Chips, Water, and Brownie. Add \$2.50)

Prices do not include appropriate Service Charge and Sales Tax

Salads

“Individual Cobb Salad”
Mixed Garden Greens topped with Diced Turkey, Ham, Tomatoes, Avocados,
And Crumbled Bleu Cheese
Choice of Dressing
11.95 per person

***“Caesar Salad with Garlic Croutons, and Reggiano Parmigiano Cheese”**
Housemaid Caesar Dressing
Add Grilled Chicken Strips 2.50
Add Marinated Flank Steak 3.50
9.95 per person

“Grilled Shrimp Salad”
Grilled marinated jumbo shrimp served on a bed of lettuce and topped with roasted pepper relish, tomato
And cucumber with a citrus vinaigrette
15.95 per person

“Greek Salad”
Lemon garlic chicken over mixed greens with Greek dressing,
black olives, feta, tomatoes, cucumber and
Pepperoncini
13.50 per person

“Pesto Pasta Chicken Salad”
Basil pesto pasta with sundried tomatoes, pinenuts and olives
on a bed of baby greens topped with
Marinated chicken strips
13.95 per person

“Salmon Paillarde”

*Grilled thin slice of fresh salmon served on top of bed of mixed greens
Topped with fresh fruit salsa and roasted tomatoes
14.95 per person*

Must have minimum of 10 guests or \$50.00 service fee applied

*(* Denotes Box Lunch available includes Fresh Fruit, Chips, Water, and Brownie.
Add \$2.50)*

Prices do not include appropriate Service Charge and Sales Tax

Plated Appetizers and Entree Selections

APPETIZERS

(Choose one)

*Hampton Roads Harbor Crabcake with tomato horseradish cream sauce
Fried Cheese Ravioli with a yellow tomato beurre blanc
4.95 per person*

SOUPS

(Choose one)

*She Crab Soup
Vegetable Minestrone with Elbow Pasta
Five Onion Soup with Parmesan Crouton
3.95 per person*

SALADS

(Choose one)

*Baby spinach salad topped with bacon, walnuts bleu cheese and poppyseed dressing
Caesar Salad with garlic croutons, reggiano parmesan cheese, and housemaid dressing
3.25 per person*

ENTREES

*Slow roasted sirloin of beef, served with braised carrots, and
Herbed steam potatoes, topped with a rich home style brown gravy
18.95 per person*

Hand Cut Petite Filet Mignon

22.95 per person

Marinated Flank Steak sliced

Smothered in a shiitake mushroom sauce

19.95 per person

Wasabi crusted salmon topped with melon salsa

20.95 per person

*Sautéed Shrimp Scampi tossed with penne pasta and
finished with a hint of sweet cream*

19.95 per person

Grilled Hotel style chicken breast topped with a wild mushroom demi-glace,

19.95 per person

Pan Seared chicken breast topped with plum tomatoes and fresh mozzarella cheese,

18.95 per person

Barbecued pork chops served with a jalapeno polenta

18.95 per person

*(All lunch entrees include a house salad, rolls and butter,
and iced tea)*

Starches

*Garlic Mashed Potatoes
Roasted Vegetable Risotto
Basmati rice
Roasted Red Potatoes
Saffron Rice and Pepper Confetti
Wild Rice Pilaf
Twice Baked Potatoes*

Vegetables

*Sauteed Seasonal Vegetables
Braised carrots
Sauteed Sugar Snap peas with Roasted Red pepper
Sauteed Spinach And Fire Roasted Tomatoes
Grilled Vegetables with Sherry Vinaigrette
Green Beans Almondine*

Prices do not include appropriate Service Charge and Sales Tax

Buffet Lunch Selections

“Create Your Own Deli”

*Assorted Deli Platter
(Turkey, Ham, Roast Beef, American, Swiss, and Provolone cheese)
Rye, Wheat, White, Croissants and Kaiser Rolls
Marinated Pasta Salad
Tuna Salad
Cole Slaw
Housemaid Potato Chips, Pickles, Condiments
Assorted Cookies
16.95 Per Person*

“Norfolk Barbecue”

*Sweet and Sour Cole Slaw
Red Bliss Potato Salad
Slow Smoked Pulled Pork, in a Tangy Barbecue Sauce
Served with Soft Snow Flake Rolls
Barbecued Chicken Breasts
Cowboy Beans
Jalapeno Cornbread
Key Lime Pie
19.95 Per Person*

“The Carrie B”

*Tossed Green Salad with Ranch Dressing
Fresh Fruit Salad
Country Fried Breast of Chicken with White Gravy
Mashed Red Bliss Potatoes
Smoked Brisket of Beef with Roasted Shallot Sauce
Braised Mustard Greens with “Old” Ham
Pecan Pie / Assorted Cookies
21.95 Per Person*

“America’s Favorites”

Tossed Garden Green Salad with choice of dressing
Marinated Pasta Salad
Creamy Cole Slaw
Grilled Chicken Caesar Wraps
Quarter pound Hamburgers with all the fixings
Vegetable Lasagna
Baked French Fries with Bacon, Cheddar Cheese and Chives
Cornmeal Crusted Catfish with Tarter Sauce
Fresh Fruit Platter
Apple Pie with Fresh Whipped Cream
21.95 Per person

(All lunch buffets include iced tea or lemonade)

Must have minimum of 50 guests

Prices do not include appropriate Service Charge and Sales Tax

Plated Dinner Appetizers and Entree Selections

APPETIZERS

(Choose one)

Caprese Salad

Roma tomatoes, Fresh mozzarella, basil and balsamic vinaigrette
Carmelized Onion and Goat Cheese Quesadilla with roasted Corn Relish
Garden Greens with toasted pinenuts and mandarin orange segments served
with a raspberry vinaigrette
5.95 per person

SOUPS

(Choose one)

Asparagus and Smoked Gouda Bisque

Chesapeake Crab Soup

Sweet Corn Bisque with Red Pepper Oil

4.25 per person

SALADS

(Choose one)

Radhichio and romaine salad with artichoke hearts, sundried tomatoes, kalamata olives, shaved
parmesan and red wine vinaigrette
Crisp romaine with roasted corn, fresh tomatoes, avocado and parmesan crisps served with citrus
poppyseed dressing
3.95 per person

Prices do not include appropriated Service Charge or Sales Tax

ENTREES

**Chipolte rubbed New York Strip Steak*

25.95 per person

**Sliced grilled herb roasted tenderloin of beef with port wine*
and dijon mustard sauce

32.95 per person

**Grilled flank steak with carmelized onion, bleu cheese, wild mushroom relish and roasted red*
pepper sauce
26.95 per person

**Grilled salmon with sherry vinaigrette honey glaze and spicy tomato relish
28.95 per person*

**Sautéed shrimp brushed with chipotle butter served with tomatilla salsa
28.95 per person*

**Herb crusted chicken breast stuffed with sundried tomatoes and artichoke
with basil cream sauce
27.95 per person*

**Pan Seared chicken breast topped with plum tomatoes, and
fresh mozzarella cheese,
Served on a bed of oven roasted vegetable risotto
26.95 per person*

**Grilled pork tenderloin with apple cider glaze and a Creole mustard reduction
24.95 per person*

*(All dinner entrees include a house salad, your choice of starch and vegetable, rolls and butter and
iced tea or lemonade)*

Starches

*Garlic Mashed Potatoes
Roasted Vegetable Risotto
Basmati Rice
Rosemary Roasted potatoes
Saffron Rice with Pepper Confetti
Wild Rice Pilaf
Twice Baked Potato*

Vegetables

*Sautéed Seasonal Vegetables
Braised Carrots
Sautéed Sugar Snap peas with Roasted Red Pepper
Sautéed Spinach and Fire Roasted Tomatoes
_Grilled Vegetables with a Sherry Vinaigrette
Green Beans Almondine*

Dinner Buffet Selections

“The Southern Barbecue”

*Tossed Salad with choice of dressings
Sweet and Sour Cole Slaw
Fresh Fruit Platter
Slow Smoked Pulled Pork, in a Tangy Barbecue Sauce
Barbecued Chicken Breasts
Baby Back Ribs
Cowboy Beans
Roasted Red Bliss Potatoes
Jalapeno Cornbread
Key Lime Pie, Peach Cobbler, and Cookies
35.00 Per Person*

“Spirit of Norfolk”

*Tossed Caesar Salad with Garlic Croutons and Creamy Caesar Dressing
Grilled Seasonal Vegetables with Balsamic Reduction
Tomatoes with Fresh Mozzarella Cheese
Country Fried Chicken with White Gravy
Mashed Red Bliss Potatoes
Chef Carved Sirloin of Beef, au jus
Fried Oysters with Chipotle Cocktail Sauce*

*Penne Pasta with Diced Tomatoes, garlic and olive oil
Sautéed Grouper with Corn Flaked Crust and Tomato Salsa
Sautéed Green Beans and Carrots in Shallot Butter
Pecan Pie, Brownies, and Chocolate Cake
43.00 Per Person*

“The Grand Buffet”

***Field Greens with roasted plum tomatoes, matchstick cucumbers,
Crispy fried red onions, and Raspberry Vinaigrette***

*Caesar Salad with garlic croutons, reggiano parmesan cheese, and housemaid dressing
Seasonal Vegetable Crudite with Ranch Dressing*

She Crab Soup

Wasabi crusted salmon topped with melon salsa

Pan Seared chicken breast topped with plum tomatoes, and fresh mozzarella cheese

Sautéed Shrimp Scampi tossed with penne pasta, finished with a hint of sweet cream

Roasted Pork Loin served with a Warm Apple Chutney

Filet Tips of Beef, with a Wild Mushroom Demi-Glace

Oven Roasted Fingerling Potatoes

Steamed Asparagus with Baby Carrots

Cauliflower Au Gratin

Chef Carved Virginia Baked Ham

Ice Cream Sundae Bar

Apple Cobbler

Chocolate Mousse

Pound Cake with Fresh Berries, and Whipped Cream

50.00 Per person

(All dinner buffets include, rolls and butter and iced tea or lemonade)

(Must have minimum of 100 guests)

Hors D' Oeuvres

“HOT”

Crab Stuffed Mushrooms Caps 40.00

Chesapeake Crab Dip served with Crostini and Crackers 65.00

Tender Mushroom Caps stuffed with Spicy Pork Sausage and herbs 32.00

Bacon Wrapped Scallops 35.00

Goat Cheese Phyllo Triangles with Caramelized Onions 30.00

Roast Lobster and Boursin Cheese Quesadillas 65.00

Coconut Crusted Shrimp with Mandarin Orange Dipping Sauce 65.00

Mini Crabcakes with Remoulade Sauce 45.00

Stuffed Hush Puppies with Baby Shrimp served with Cocktail Sauce 35.00

Chicken Satay with Thai Peanut Sauce 35.00

Black Bean and Spinach Dip with Corn Tortillas 30.00

Stuffed Profiteroles with Panchetta infused Mashed Potatoes 35.00

Baby Back Riblettes 45.00

Chicken Fingers served with Honey Mustard Dipping Sauce 38.00

BBQ Meatballs 30.00

(Price per 25 pieces)

“COLD”

- Jumbo Shrimp with Zesty Cocktail Sauce 75.00*
Deviled Eggs 30.00
Crostini Topped with Tomato and Fresh Mozzarella Cheese 35.00
Blackened Sea Scallop on Sweet Potato Chip 40.00
“Old” Virginia Ham on Mini Biscuit with Black Eyed Mayonnaise 35.00
Crab Claws with Mustard Sauce 65.00
Smoked Salmon Pinwheels on Pumpernickel Bread 55.00
Prosciutto Ham and Roasted Pepper wrapped around Grissini Bread Stick 37.00
(Price per 25 pieces)

“Cold Platters”

- Vegetable Platter with Raw and Grilled Vegetables, and Assorted Dips 65.00*
(Approximately 35 servings)
Imported and Domestic Cheese Board with Crackers and Flat Breads 75.00
(Approximately 35 servings)
Italian Anti-Pasto Platter 95.00
Imported meats and Cheeses, roasted vegetables, calamata olives, marinated mushrooms and artichokes, crusty breads and pure virgin olive oil.
(Approximately 35 servings)
Fresh fruit platter with raspberry dipping sauce 65.00
(Approximately 35 servings)

Prices do not include appropriate Service Charge and Sales Tax

CHEF STATIONS

Carved Meats

Chef Carved Meats Served with Mini Rolls and Appropriate Condiments

Whole Tenderloin
(Approximately 15 portions)
95.00

Baron of Beef
(Approximately 150 portions)
450.00

New York Strip
(Approximately 35 portions)
185.00

Roast Top Round
(Approximately 45 portions)
145.00

Southern Fried Turkey Breast
(Approximately 15 portions)
60.00

“Virginia” Baked Ham
(Approximately 45 portions)
145.00

Wasabi Crusted Ahi Tuna
(Approximately 15 portions)
85.00

Pasta Stations

All Pasta tossed by Chef to Order served with Garlic Bread Sticks

Penne Pasta with Fresh Tomatoes, Basil, Olive Oil and Garlic

Grated Reggiano Parmesan Cheese

150.00

Lobster and Cheese Ravioli tossed with Pesto Cream Sauce

165.00

Tri-Colored Tortellini tossed with Zesty Italian Sausage and Marinara Sauce

165.00

Shrimp, Clams and Mussels tossed with Bow Tie Pasta and a Spicy Fradiovlo Sauce

200.00

(Approximately 25 portions)

Breaks and Snacks

Potato Chips with Onion Dip Pretzel Nuggets

14.00 Per Pound

Pretzel Nuggets with Honey Mustard

14.00 Per Pound

Mixed Nuts

24.00 Per Pound

Tortilla Chips and Salsa

15.00 Per Pound

Fresh Fruits, Berries and Melons (serves 8)

35.00 Per Platter

Assorted Granola Bars (serves 8)

21.00 Per Platter

Assortment of Chocolate Bars (Serves 8)

22.00 Per Platter

Assortment of Fresh Baked Cookies

18.00 Per Dozen

Ultimate Chocolate Covered Pretzels

20.00 Per Dozen

Assorted Premium Ice Cream Novelties

35.00 Per Dozen

Prices do not include appropriate Service Charge and Sales Tax

Desserts

(All desserts are by single serving)

Apple Cobbler with Fresh Whipped Cream
3.95

Strawberry Shortcake
4.25

Triple Chocolate Cake
4.75

Assortment of Pies
Pecan, Apple, Cherry, Blueberry, Coconut Cream
4.00

New York Style Cheesecake with Strawberry Topping
4.75

Carrot Cake with Cream Cheese Icing
4.25

Chocolate Mousse in White Chocolate Cup
4.75

Fresh Berry Parfait with Whipped Cream
5.25

Fresh Fruit Tarts
5.25

Chocolate Eclairs with a Vanilla Custard
4.95

Crème Burlee with Fresh Raspberries
5.25

Vanilla or Chocolate Ice Cream with Chocolate or Caramel Sauce
5.25

Prices do not include appropriate Service Charge and Sales Tax

Beverages

Coke
Diet Coke
Sprite
Lemonade
Lipton's Brisk Iced Tea
9.00 six-pack

Bottled Water 12.00 six pack

Orange Juice
Tomato Juice
Grapefruit Juice
7.00 Six-pack

Budweiser
Bud Light
Michelob
Michelob Light
Coors Light
18.00 Six-pack

Amstel Light
Corona
Heineken
22.00 six-pack

(Ask your Banquet Salesperson for our extensive Wine List)

Prices do not include appropriate Service Charge and Sales Tax

ATTACHMENT "B"

**MONARCH PLUS PROGRAM
"OFF-CAMPUS" SPENDING**

FY05	July-04	August-04	September-04	October-04	November-04				
7-11	\$619.34	\$980.66	\$11,298.34	\$10,993.84	\$11,470.72				
Chanello's	n/a	0.00	200.17	551.96	348.55				
Copytron of Norfolk	9.35	53.58	546.69	107.04	19.11				
Delvecchio's	153.15	245.45	2028.45	1966.05	1547.25				
Dunkin Donuts	158.43	222.26	2403.00	2337.42	1936.45				
Great Clips	55.00	30.95	1031.57	493.93	698.80				
Greater Grinders	40.89	31.48	n/a	n/a	n/a				
IHOP	20.67	119.60	1267.88	1849.42	2055.39				
Mi Hogar	61.70	31.75	176.37	659.39	399.22				
No Baloney	n/a	0.00	13.85	6.02	63.18				
O'Sullivan's Wharf	82.00	184.92	492.74	538.64	453.18				
Papa John's	63.10	194.99	557.26	954.31	808.90				
Pizza Hut	16.39	31.32	92.09	67.35	164.38				
Pizza Inn	50.47	28.29	301.13	236.94	266.07				
Rajput Indian Cuisine	n/a	N/a	0.00	77.21	0.00				
Subway	585.95	1469.18	10161.94	10116.06	8488.27				
Tropical Smoothie	0.00	124.61	56.02	366.76	331.92				
Zero's	0.00	116.80	45.03	728.97	306.23				
Total	1916.44	3865.84	30672.53	32051.31	29357.62				

FY04	July-03	August-03	September-03	October-03	November-03	December-03	January-04	February-04	March-04
7-11	\$607.83	\$2,210.83	\$7,735.72	\$8,734.71	\$7,861.20	\$3,132.09	\$4,931.85	\$7,372.76	\$5,616.16
Azar's	n/a	n/a	n/a	n/a	n/a	n/a	\$125.25	\$197.82	\$118.20
Copytron of Norfolk	25.94	583.93	496.61	185.33	190.14	162.32	619.42	124.99	114.96
Dairy Queen	68.49	89.71	207.31	341.87	178.78	90.19	98.02	209.71	78.59
Delvecchio's	185.26	572.05	2107.52	2256.17	1848.15	817.30	1621.01	1946.32	1516.38
Dunkin Donuts	0.00	222.88	1432.65	1450.05	1050.00	606.28	813.23	1208.86	1042.65
Great Clips	87.00	269.84	786.08	815.75	824.82	310.84	513.01	634.53	635.59
Greater Grinders	33.24	179.14	275.34	289.23	176.22	13.46	110.08	254.70	240.52
IHOP	102.93	155.54	1404.76	1588.74	1738.23	596.19	1379.75	1709.82	1085.14
Mi Hogar	162.45	214.09	542.61	451.25	565.74	231.09	432.39	581.58	449.71
No. 7 Chinese	0.00	385.86	1844.06	1793.40	1503.59	644.03	1044.92	1612.21	1133.24
O'Sullivan's Wharf	249.98	222.00	916.73	741.67	501.74	484.05	600.22	776.51	538.42

Papa John's	0.00	285.87	889.62	812.05	539.12	429.58	433.00	382.05	130.85
Pizza Hut	n/a	n/a	n/a	n/a	n/a	n/a	99.11	163.11	90.81
Pizza Inn	25.26	223.06	723.49	538.29	224.70	89.53	309.73	577.09	309.20
Subway	701.62	3106.94	7755.83	7544.66	6165.83	2790.30	4391.51	4911.34	4747.34
Tropical Smoothie	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Turbo Wash	11.00	25.50	97.40	62.50	1.50	0.00	0.00	0.00	0.00
Zero's	0.00	0.00	506.74	329.51	300.99	139.00	343.89	318.86	339.03
Total	\$2,261.00	\$8,747.24	\$27,722.47	\$27,935.18	\$23,670.75	\$10,536.25	\$17,866.39	\$22,982.26	\$18,186.79

FY03	March-03	April-03	May-03	June-03	Total
7-11	\$491.18	\$5,795.30	\$1,403.54	\$1,211.94	\$8,901.96
Captain Zig Zag	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Copytron of Norfolk	47.56	56.73	23.98	36.87	165.14
Dairy Queen	141.85	229.86	87.08	78.65	537.44
Delvecchio's	616.81	1126.93	511.21	330.50	2585.45
Enrico's	95.81	309.44	174.06	0.00	579.31
Great Clips	128.69	228.00	43.50	68.99	469.18
Greater Grinders	210.93	251.36	101.80	30.61	594.70
IHOP	0.00	0.00	0.00	38.88	38.88
Mi Hogar	373.87	373.26	195.08	189.33	1131.54
O'Sullivan's Wharf	369.86	341.58	507.40	278.93	1497.77
Papa John's	73.74	453.24	183.33	73.02	783.33
Pizza Inn	329.40	352.37	182.74	87.18	951.69
Subway	1908.83	2841.57	1471.11	631.46	6852.97
Turbo Wash	3.50	11.50	0.00	26.45	41.45
Zero's	97.83	396.18	91.49	17.20	602.70
Total	\$4,889.86	\$12,767.32	\$4,976.32	\$3,100.01	\$25,733.51



January 11, 2004

ADDENDUM NO. 03 TO ALL OFFERORS:

REFERENCE: RFP NO. 05-221-0023-HRS

DATE ISSUED: December 1, 2004

COMMODITY: Campus Dining and Convocation Center Concession Service Contracts

FOR DELIVERY TO: Old Dominion University
Materiel Management Department
4401 Powhatan Ave., Room 111
Norfolk, VA 23529-0308

PRE-PROPOSAL
CONFERENCE: **Mandatory – Thursday, December 9, 2004 at 9:30 a.m.**

PROPOSALS DUE: **January 27, 2005, 4:00 p.m. local time (EST)** (time stamped 4:00 p.m. or before)

Please be advised of the following changes and/or clarification to the above referenced Request for Proposal (RFP), as follows:

1. The “vending” operations will not be a part of any resulting contract(s) for either Lot #1 or Lot #2.
2. The offices and/or floor space above the “food court” and food service areas are traditional office spaces, and have been modified several times over the years. Therefore, there are no floor plans available.
3. The University is open to proposals that include the “lease” of property and/or space at the University Village. The current rates are \$22.00 - \$24.00 per square foot, including “pro-rata” share of a common service corridor. The rates include full service, with tenant having responsibility for (i) utilities, and (ii) interior maintenance, including glass. Additionally, all tenant “buildout” will be subject to the City of Norfolk’s building permit and design review processes, where applicable, and all plans for interior buildout must be submitted to the landlord for approval.
4. Delete requirements in Section IX, B. 2.
 - j. Method contractor proposes to use to secure the necessary liquor licenses;
 - k. Include a description . . .
5. Please see the attached Excel spreadsheet that identifies the zip codes for all students registered at the Norfolk Campus for the Fall 2004 semester.

6. Commission structure clarification are as follows:

Lot #1: Current commission structure:

- 13% of sales from 1.4M to 2.0M
- 14% of sales from 2.1M to 2.5M
- 15% of sales over 2.6M

The above structure applies to cash, catering and Monarch Plus declining balance sales, EXCEPT sales at the Virginia Beach Higher Ed Center and Starbucks sales at Webb Center and Batten Arts and Letters. Structures for these are as follows:

- VBHEC 0% of sales
- Starbucks (combined Webb Center and BAL)
 - 8% of sales up to \$360,000
 - 9% of sales \$360,000 to \$375,000
 - 10% of sales \$375,000 to \$390,000
 - 11% of sales \$390,000 to \$405,000
 - 12% of sales \$405,000 to \$420,000
 - 13% of sales over \$420,000

Starbucks sales for FY04 were \$353,819.

Correction to sales table on Pages 6 and 7: Cash sales as stated included VBHEC and Starbucks.

Lot #2: Commission structure at Constant Convocation Center is currently budgeted at 25%.

7. Please be advised that any additional questions concerning this solicitation must be submitted via e-mail to Harry R. Smithson, Jr., CPPO, no later than Friday, January 14, 2004, prior to 12:00 p.m. The University will not respond to any questions after that date and time.

NOTE: A signed acknowledgment of this addendum must be received at the location indicated on the RFP either prior to the proposal due date and hour or attached to your proposal. **Signature on this addendum does not substitute for your signature on the original solicitation document. The original document must be signed.**

Sincerely,

Harry R. Smithson, Jr.

Harry R. Smithson, Jr., CPPO
Procurement Manager
Tel: 757-683-5107
Email: hrsmiths@odu.edu

Name of Firm

Authorized Signature/Title

Date

CONTRACT MODIFICATION AGREEMENT

Date: April 26, 2007

Contract No.: 05-221-0023-HRS – Campus Dining & TCCC Catering Services Contract

Modification No.: 1 – Modification to Contract File Only

Issued By: OLD DOMINION UNIVERSITY
Department of Material Management
4401 Powhatan Avenue, Suite 111
Norfolk, VA 23529-0308

Contractor: Aramark Educational Services, Incorporated
1100 Crescent Green Suite 208
Cary, North Carolina 27511

Commodity: 918-52, 961-15, 961-38 and 962-19

This Contract Modification Agreement is entered into pursuant to Section V. "General Terms and Conditions", Paragraph O. "Changes to the Contract" (page 8), as follows

DESCRIPTION OF MODIFICATION:

The Parties agree to modify the contract by changing the Contract Administrator's duties as follows:

1. Effective immediately, the new Contract Administrator and all duties and responsibilities for same, shall be transferred to Sue Mitchell, Director, Webb University Center.

Except for the changes provided herein, all other terms and conditions of the Agreement remain unchanged and in full force and effect, as originally submitted, negotiated and agreed to between Old Dominion University and Global Spectrum.

OLD DOMINION UNIVERSITY

By: _____
Harry R. Smithson, Jr., CPPO
Assistant Director

Cc: Don Runyon, Assistant Vice President for University Auxiliary Services
Sue Mitchell, Director, Webb University Center
Janet McLaughlin, Aramark Director of Dining Services

CONTRACT MODIFICATION AGREEMENT

Date: April 26, 2008

Contract No.: 05-221-0023-HRS – Campus Dining & TCCC Catering Services Contract

Modification No.: 2 – Modification to Contract File Only

Issued By: OLD DOMINION UNIVERSITY
Department of Material Management
4401 Powhatan Avenue, Suite 111
Norfolk, VA 23529-0308

Contractor: Aramark Educational Services, Incorporated
1100 Crescent Green Suite 208
Cary, North Carolina 27511

Commodity: 918-52, 961-15, 961-38 and 962-19

This Contract Modification Agreement is entered into pursuant to Section V. "General Terms and Conditions", Paragraph O. "Changes to the Contract" (page 8), as follows

DESCRIPTION OF MODIFICATION:

The Parties agree to modify the contract with regards to *Webb Center Dining Renovations*, as follows:

1. Old Dominion University's *Board of Visitors* has granted the University, specifically Auxiliary Services, the authority to expend an amount not to exceed \$1,000,000 for the *Webb Center Dining Renovation*;
2. The granted authority provides for approval of expenditures *prior* to receiving official capital authority and selling of the bonds to finance the \$7,500,000 renovation project;
3. ARAMARK agrees to expend the necessary \$1,000,000 to fund preliminary work on the *Webb Center Dining Renovation*;
4. Auxiliary Services agrees to reimbursement ARAMARK an amount not to exceed \$1,000,000 for preliminary funding of project; and
5. Auxiliary Services agrees that reimbursement of said amount shall (i) be funded via 3FS01, and (ii) be made no later than July 31, 2008.

Except for the changes provided herein, all other terms and conditions of the Agreement remain unchanged and in full force and effect, as originally submitted, negotiated and agreed to between Old Dominion University and Global Spectrum.

OLD DOMINION UNIVERSITY

By: _____
Rick Berry, CPPO
Executive Director
Construction & Procurement Services

Date: _____

Cc: Sue Mitchell, Director, Interim Assistant Vice President for Auxiliary Services
Janet McLaughlin, Aramark Director of Dining Services

CONTRACT MODIFICATION AGREEMENT

Date: October 7, 2008

Contract No.: 05-221-0023-HRS – Campus Dining & TCCC Catering Services Contract

Modification No.: 3 – Modification to Contract File Only

Issued By: OLD DOMINION UNIVERSITY
Department of Material Management
4401 Powhatan Avenue, Suite 111
Norfolk, VA 23529-0308

Contractor: Aramark Educational Services, Incorporated
1100 Crescent Green Suite 208
Cary, North Carolina 27511

Commodity: 918-52, 961-15, 961-38 and 962-19

This Contract Modification Agreement is entered into pursuant to Section V. "General Terms and Conditions", Paragraph O. "Changes to the Contract" (page 8), as follows

DESCRIPTION OF MODIFICATION:

The Parties agree to modify the contract with regards to *Dining Advisory Group (DAG)*, as follows:

1. Old Dominion University's *Assistant Vice-President for Auxiliary Services* will identify a minimum of ten (10) but no more than twenty (20) faculty/staff/students to participate with the *Dining Advisory Group (DAG)* by providing feedback regarding the campus dining program and/or proposed changes and/or enhancements to same;
2. The identified faculty/staff/students will receive a "dining meal pass" that may be used at any and all of the campus ARAMARK dining locations;
3. The use of the dining meal pass will allow for quality control checks of the food service operations, and each recipient of the dining meal pass shall complete and submit at least two (2) "dining location evaluation" forms per month, due NLT each monthly DAG meeting by either email or hard copy submittal;
4. Each dining meal pass will be limited to \$999.00 per University fiscal year, July 1st through June 30th.

Except for the changes provided herein, all other terms and conditions of the Agreement remain unchanged and in full force and effect, as originally submitted, negotiated and agreed to between Old Dominion University and Global Spectrum.

OLD DOMINION UNIVERSITY

By: _____
Harry R. Smithson, Jr., CPPO, VCCO
Assistant Director
Materiel Management

Date: _____

Cc: Sue Mitchell, Director, Interim Assistant Vice President for Auxiliary Services
Janet McLaughlin, Aramark Director of Dining Services

CONTRACT MODIFICATION AGREEMENT

Date: March 19, 2009

Contract No.: 05-221-0023-HRS – Campus Dining & TCCC Catering Services Contract

Modification No.: 4 – Modification to Contract File Only

Issued By: OLD DOMINION UNIVERSITY
Department of Material Management
4401 Powhatan Avenue, Suite 111
Norfolk, VA 23529-0308

Contractor: Aramark Educational Services, Incorporated
1100 Crescent Green Suite 208
Cary, North Carolina 27511

Commodity: 918-52, 961-15, 961-38 and 962-19

This Contract Modification Agreement is entered into pursuant to Section V. “General Terms and Conditions”, Paragraph O. “Changes to the Contract” (page 8), as follows:

DESCRIPTION OF MODIFICATION:

The Parties agree to modify the contract with regards to *On Campus Catering*, as follows:

1. The attached “*Letter Amendment*” dated February 17, 2009 and executed as of March 19, 2009, shall confirm the understanding between Aramark and Old Dominion University that effective July 1, 2005, the Commonwealth of Virginia Standard Contract No. 05-221-0023-HRS Lot #1 between **OLD DOMINION UNIVERSITY** (“University”) and **ARAMARK EDUCATIONAL SERVICES, LLC** (formerly ARAMARK EDUCATIONAL SERVICES, INC.) (“ARAMARK”) effective July 1, 2005 (the “Agreement”), shall be amended accordingly.
2. The following shall define the required internal policies and procedures that must be followed with respect to “catering” services ***anticipated to exceed \$50.00 per event or meeting***, as follows:
 - a. When “catering” is to be served for any event or meeting that is held on University owned and/or University leased property, Aramark must be contacted directly to cater the event or meeting;
 - b. If Aramark is unable to provide the requested catering services, the department will have the approval and authority to contract with another vendor for the event or meeting, subject to University policy;
 - c. The department must provide documentation that will verify Aramark’s inability to provide the requested catering services;

- d. All vendors other than Aramark that perform on campus catering services must have (i) proper business license, and (ii) a current insurance certificate that meets the following insurance coverage and limits:
- | | |
|--------------------------------|--------------------------------------|
| Worker's Compensation - | Statutory requirements and benefits; |
| Employer's Liability - | \$2,000,000 per occurrence; |
| Commercial General Liability - | \$500,000 Combined single limit; and |
| Automobile Liability - | \$500,000 Combined single limit |
- e. All Department of Materiel Management purchasing polices and procedures shall apply to all vendors that may provide catering services, specifically those policies and procedures related to the (i) eVA business plan, (ii) SWaM program, and (iii) SPCC program.
- f. The Department of Materiel Management retains contract signatory authority, and any and all contract agreements must be forwarded to Materiel Management for review and approval.

Except for the changes provided herein, all other terms and conditions of the Agreement remain unchanged and in full force and effect, as originally submitted, negotiated and agreed to between Old Dominion University and Aramark Educational Services, incorporated.

OLD DOMINION UNIVERSITY

By: _____
Harry R. Smithson, Jr., CPPO, VCCO
Assistant Director
Materiel Management

Date: March 19, 2009

Cc: Todd Johnson, Assistant Vice President for Auxiliary Services
Janet McLaughlin, Aramark Director of Dining Services

February 17, 2009

Ms. Susan Mitchell
Director, Interim Assistant Vice President for Auxiliary Services
Old Dominion University
1200 Webb Center
Norfolk, VA 23529

Dear Ms. Mitchell:

This Letter Amendment shall confirm the understanding between you and our representatives that effective July 1, 2009, the Commonwealth of Virginia Standard Contract No. 05-221-0023-HRS Lot #1 between **OLD DOMINION UNIVERSITY** ("University") and **ARAMARK EDUCATIONAL SERVICES, LLC** (formerly ARAMARK EDUCATIONAL SERVICES, INC.) ("ARAMARK") effective July 1, 2005 (the "Agreement"), shall be amended as follows:

1. ARAMARK is the University's contract vendor to provide catering services (i) for the University's Norfolk and Virginia Beach campus locations, and (ii) for the Ted Constant Convocation Center (TCCC), whereby "catering" means "food and/or beverage and/or service(s) related to same is provided for University sponsored programs on property owned or leased by the University and funded through University accounts". The Parties agree to modify the Agreement with regards to such "on campus catering", as follows:

a. for "on campus catering" events or meetings expected to exceed \$50.00, the parties agree that University departments must be contact ARAMARK directly to cater the event or meeting. If ARAMARK is unable to provide the requested catering services, the department will have the approval and authority to contract with another vendor for the event or meeting, subject to University policy;

b. for "on campus catering" events or meetings not expected to exceed \$50.00, the parties agree that University departments requiring on campus catering services have the approval and authority to contract with another vendor for such events or meetings, subject to University policy.

In all other respects, the Agreement shall remain in full force and effect. This Letter Agreement shall be attached to, and become part of, the Agreement.

[Remainder of page intentionally left blank.]

If the foregoing is in accordance with your understanding, please sign and date three copies of this Letter. Please retain one copy and return the other two copies of this Letter at your convenience.

Very truly yours,

ARAMARK EDUCATIONAL SERVICES, LLC
(“ARAMARK”)

By: _____

Paul Justen
Vice President

Agreed and accepted this _____ day of _____, 2009.

OLD DOMINION UNIVERSITY (“Client”)

By: _____

Harry R. Smithson, Jr., CPPO, VCCO
Assistant Director Materiel Management

CONTRACT MODIFICATION AGREEMENT

Date: October 1, 2009

Contract No.: 05-221-0023-HRS – Campus Dining & TCCC Catering Services Contract

Modification No.: 5

Issued By: OLD DOMINION UNIVERSITY
Department of Material Management
4401 Powhatan Avenue, Suite 111
Norfolk, VA 23529-0308

Contractor: Aramark Educational Services, Incorporated
1100 Crescent Green Suite 208
Cary, North Carolina 27511

Commodity: 918-52, 961-15, 961-38 and 962-19

This Contract Modification Agreement is entered into pursuant to Section V. "General Terms and Conditions", Paragraph O. "Changes to the Contract" (page 8), as follows:

DESCRIPTION OF MODIFICATION:

The Parties agree to modify the contract with regards to *Amount and Timing of Annual Payment Specific to 'Board Plan' Participants*, as follows:

1. Prior to the commencement of each semester, ARAMARK shall submit to University an invoice for an amount equal to ninety (90%) percent of the estimate of ARAMARK's charges for serving board plan patrons for such semester.
2. The advance payment shall be due ten (10) days upon receipt of the invoice. At the end of the semester, ARAMARK and ODU's Auxiliary Services designee will reconcile all remaining charges and credits for serving board plan patrons for such semester. Estimate of such charges shall be determined by University.
3. Upon receipt of invoice from ARAMARK, Auxiliary Services shall prepare and submit to Materiel Management all paperwork associated with the advance payment, and Materiel Management shall process an eVA direct order.
4. Once eVA direct order has been approved, Auxiliary Services shall properly complete and submit in a timely manner to Accounts Payable, all required documentation including (i) original invoice, (ii) spreadsheet that identifies how advance payment amount was calculated, (iii) copy of eVA direct order, and (iv) signed receiving report.
5. Except for the changes provided herein, all other terms and conditions of the Agreement remain unchanged and in full force and effect, as originally submitted, negotiated and agreed to between Old Dominion University and Aramark Educational Services, Incorporated.

OLD DOMINION UNIVERSITY

By: _____
Robert L. Fenning
Vice President, Finance and Administration

Cc: Todd Johnson, Assistant Vice President for Auxiliary Services
Janet McLaughlin, Aramark Director of Dining Services

CONTRACT MODIFICATION AGREEMENT

Date: July 30, 2009

Contract No.: 05-221-0023-HRS – Campus Dining & TCCC Catering Services Contract

Modification No.: 1 - Lot II – Addition of “Game Day” Concession Services at Foreman Field

Issued By: OLD DOMINION UNIVERSITY
Department of Material Management
4401 Powhatan Avenue, Suite 111
Norfolk, VA 23529-0308

Contractor: Aramark Educational Services, Incorporated
1100 Crescent Green Suite 208
Cary, North Carolina 27511

Commodity: 918-52, 961-15, 961-38 and 962-19

This Contract Modification Agreement is entered into pursuant to Section V. “General Terms and Conditions”, Paragraph O. “Changes to the Contract”, as follows

DESCRIPTION OF MODIFICATION:

The Parties agree to modify the contract by adding exclusive and specific services to be provided to University students, faculty, staff and guests at the University's Foreman Field located on its campus in Norfolk, Virginia, as follows:

WHEREAS, Aramark currently provides certain catering and food concessions services for Client's *Ted Constant Convocation Center*; and

WHEREAS, Aramark current contract allows for changes and additions that are similar in scope; and

WHEREAS, Aramark desires the right to be the exclusive provider of catering services, concessions, meals, including a la carte items, alcoholic and non-alcoholic beverages to Client to resell to its students, faculty, staff and guests at Foreman Field; and

NOW, THEREFORE, in consideration of the terms, covenants and conditions herein contained, and the other mutual promises set forth herein, the parties agree to modify the existing Contract #05-221-0023-HRS as follows:

I. TERM and TERMINATION:

A. Term:

This Agreement shall commence on August 15, 2009, and shall continue in full force and effect until June 30, 2010 (“Initial Term”), unless terminated by either party as set forth below. Upon the expiration of the Initial Term, this Agreement may be renewed for one (1) additional five (5) year period, unless either

party gives notice to the other party of its intent not to renew this Agreement at least ninety (90) days prior to the expiration of the Initial Term.

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.

II. 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 Period"**: One of the twelve (12) segments of the ARAMARK fiscal year, each consisting of four (4) or five (5) weeks. Two (2) Accounting Periods of four (4) weeks each and one (1) Accounting Period of five (5) weeks occur in each ARAMARK fiscal quarter. The September Accounting Period in 2014 shall consist of six (6) weeks.
- B. **"Agreement"**: This Food Services Management Agreement.
- C. **"Allocated Charge"**: A charge established by ARAMARK, which is reasonably allocated to Client, for certain services provided by ARAMARK to client locations.
- D. **"Stadium Food Service Program"**: Those board, cash, catering and other related food service operations to be managed by ARAMARK under this Agreement.
- E. **"Compensation"**: Wages and salaries, vacation (including earned but unpaid vacation) and holiday pay, and other paid time off for ARAMARK employees assigned to duty on Client's premises.
- F. **"Direct Costs"**: Costs incurred by ARAMARK directly attributable to services provided under this Agreement.
- G. **"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.
- H. **"General and Administrative Expense Allowance"**: ARAMARK's allowance for the financial reporting, legal, tax and audit services, operational accountability and management oversight provided to client locations by ARAMARK at the district, regional and corporate levels.
- I. **"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.
- J. **"Reimbursable Costs"**: The Direct Costs and Allocated Charges to be charged to Client under this Agreement.

- K. **“Servicewares”**: Items used in the serving of food and beverages such as chinaware, glassware, silverware and “take-out” packaging.
- L. **“Small Expendable Equipment”**: Items used in the preparation of food such as pots, pans and kitchen utensils.

III. FACILITIES and EQUIPMENT:

- A. **Food Service Facilities**: Client shall make available to ARAMARK suitable Food Service Facilities, completely equipped and ready to operate, together with such heat, refrigeration, and utilities service as may be reasonably required for the efficient performance of ARAMARK’s engagement pursuant to Section 1 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 ARAMARK’s engagement pursuant to Section 1 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, 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.
- C. **Servicewares and Small Expendable Equipment**: Client shall furnish an adequate initial inventory of Servicewares and Small Expendable Equipment. 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 as a Direct Cost.
- D. **IT System**: ARAMARK shall develop, implement, operate and maintain an information technology system (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 receive an Allocated Charge for the development, implementation, operation and maintenance of 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.

IV. 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 and grease filters) of the Food Service Facilities and for the routine cleaning of tables and chairs in such areas.
- B. **Client's Responsibilities**: Client, at its cost, shall provide regular cleaning service for walls, windows, floors, light fixtures, draperies and blinds, and periodic waxing and buffing of floors in the Food Service Facilities. In addition, Client, at its cost, shall be responsible for routine cleaning of

all grease traps, duct work, plenum chambers and roof fans in the Food Service Facilities. Client shall be responsible for trash and garbage removal and extermination service.

V. FOOD SERVICE & MENUS:

ARAMARK shall manage the Stadium Food Service Program for Client and Client's students, faculty, staff and guests at such hours and locations as Client and ARAMARK shall mutually determine.

VI. PERSONNEL:

- A. ARAMARK shall provide and pay a staff of personnel on duty on Client's premises for the efficient management of the Stadium Food Service Program. ARAMARK personnel will be subject to the rules and regulations of Client while on Client's premises. ARAMARK personnel may be employed by an ARAMARK affiliate and made available to ARAMARK pursuant to an intercompany agreement.
- B. ARAMARK shall be reimbursed for the Direct Costs incurred by ARAMARK in connection with its personnel assigned to duty on Client's premises, including Compensation and related payroll costs, and shall charge an Allocated Charge for fringe benefits and human resource services.
- C. ARAMARK shall assign to duty on Client's premises only personnel acceptable to Client.
- D. ARAMARK will offer employment, or cause its affiliate to 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 or those in excess of the number required for efficient operation.
- E. Client shall furnish ARAMARK with student labor to an extent mutually agreed upon.
- F. If ARAMARK incurs any costs, including legal fees, retroactive wages and damages, as a result of any personnel action taken by Client or by ARAMARK or its affiliates at the direction of Client, which action ARAMARK or its affiliates would not have taken but for Client's direction, ARAMARK shall charge Client for such costs as Direct Costs.
- G. ARAMARK agrees that no supervisory personnel of Client shall be hired by ARAMARK for the term of this Agreement and six (6) months thereafter.
- H. Client acknowledges that ARAMARK and its affiliates have invested considerable amounts of time and money in training the supervisory personnel assigned to the Stadium Food Service Program in the systems, procedures, methods, forms, reports, formulas, computer programs, recipes, menus, plans, techniques and other valuable information which is proprietary and unique to ARAMARK's manner of conducting its business and that such information is available, on a confidential basis, to such supervisory personnel. Therefore, Client agrees that supervisory personnel assigned to the Stadium Food Service Program by ARAMARK will neither be hired by Client for the term of this Agreement and six (6) months thereafter, nor will Client permit supervisory personnel assigned to the Stadium Food Service Program by ARAMARK to be employed on Client's premises for a period of six (6) months subsequent to the termination of this Agreement (unless such persons were formerly personnel of Client). For the purpose of this prohibition, "supervisory employees" shall be

defined as those persons who have directly or indirectly performed management or professional services on Client's premises at any time during the twelve (12) month period immediately preceding termination of this Agreement.

- I. Client agrees that if it violates the conditions set forth in the immediately preceding paragraph then Client shall pay to ARAMARK and ARAMARK shall accept as liquidated damages and not as a penalty for such breach, an amount equal to two times the annual salary of the ARAMARK supervisory personnel hired by Client or allowed to work on Client's premises in violation of the terms of this Agreement.
- J. 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 personnel of the Stadium 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.

VII. HEALTH EXAMINATIONS:

ARAMARK shall cause all of its personnel 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. The cost of such examinations shall be a Direct Cost.

VIII. PURCHASING:

- A. ARAMARK shall purchase and pay for, as a Direct Cost, all food, supplies and services utilized in the Stadium Food Service Program. ARAMARK will credit local trade discounts to Client's account. Cash discounts or discounts not exclusively related to ARAMARK's operation at the Client's facilities shall not be credited to Client's account. Client shall be billed for purchases made hereunder as such food and supplies are utilized in the Stadium Food Service Program.
- B. In the event an affiliated company or division of ARAMARK furnishes products or ancillary services necessary to the efficient operation of the Stadium Food Service Program, charges to Client for such products or ancillary services shall be competitive with the cost of obtaining such products or services from an independent source in the open market.

IX. INVENTORY OF FOOD AND SUPPLIES:

At the commencement of operations, ARAMARK and Client shall jointly inventory all food and related supplies to be utilized in the Stadium Food Service Program that are salable or usable in the ordinary course of the Stadium Food Service Program. A summary of such inventory shall become part of this Agreement. During the course of this Agreement, title to all such food and supplies shall remain in Client. At the termination of this Agreement, ARAMARK and Client shall jointly undertake a closing inventory of all food and supplies that are salable or usable in the ordinary course of the Stadium Food Service Program. The value of the opening inventory shall be offset against the value of the closing inventory. The value of the inventories shall be determined by invoice cost. In the event the opening inventory is greater than the closing inventory, the

difference shall be credited against ARAMARK's final billing. In the event the closing inventory is greater than the opening inventory, the difference shall be added to ARAMARK's final billing as a Direct Cost.

X. LICENSES, PERMITS AND TAXES:

- A. ARAMARK shall obtain all federal, state and local licenses and permits required for operation of the Stadium Food Service Program, and shall be responsible for all sales, use, excise, state and local business and income taxes attributable to the operation of the Stadium Food Service Program. The cost of all such licenses, permits and taxes, including an estimated amount for state income taxes based on the operating unit's income, shall be charged as Direct Costs.
- B. In the event that a determination is made by a government authority that any sales, purchases, payments, or use of property made to or by ARAMARK under this Agreement, either in whole or in part, is subject to any sales, use, gross receipts, property, or any similar tax which tax was not contemplated by the parties at the commencement of operations hereunder, the full amount of any such tax liability, together with any interest paid by ARAMARK, shall be invoiced by ARAMARK and shall be reimbursed by Client, notwithstanding the fact that this Agreement may have expired or been terminated for any reason by either party prior to the date of such determination.

XI. INSURANCE:

ARAMARK shall provide workers' compensation insurance as required by law. In addition, ARAMARK shall carry comprehensive general liability insurance, including products, contractual, and broad form vendors' coverage, with minimum limits of at least One Million Dollars (\$1,000,000). ARAMARK shall furnish to Client, upon request, a certificate of insurance indicating that such coverage is in effect. ARAMARK shall charge Client an Allocated Charge for providing insurance coverage and related services.

Client and ARAMARK waive any and all right of recovery from each other for property damage or loss of use thereof, howsoever occurring. This waiver shall include, but not be limited to, losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage. This waiver shall not apply to claims for personal injury or death.

XII. FINANCIAL TERMS:

All facilities, equipment and services to be provided by Client under this Agreement shall be provided at Client's expense. Client shall retain all receipts from the Stadium Food Service Program. ARAMARK shall be reimbursed for all Reimbursable Costs. In addition, ARAMARK shall receive a Service Fee of Fifty-Five Thousand Dollars (\$55,000) (the "Service Fee"), which includes its General and Administrative Expense Allowance.

XIII. ACCOUNTING:

A. Initial Four-Week Payment:

- i. Prior to the commencement of operations hereunder, ARAMARK shall submit to Client an invoice for an amount equal to the estimate of ARAMARK's Reimbursable Costs and Service Fee for one (1) four-week Accounting Period ("Initial Payment").
- ii. Within twenty (20) days prior to the commencement date of each academic year (as defined in the Client's official calendar) thereafter, ARAMARK will submit to Client an invoice in an amount equal to the increase, if any, or a credit memo for the decrease, if any, between the original Initial Payment and the estimated Reimbursable Costs and Service Fee for the first four-week Accounting Period in such academic year.
- iii. The foregoing payments shall be retained by ARAMARK and shall be used from time to time by ARAMARK in part to make purchases as authorized agent of Client. Such payments shall be credited to Client at the time of the last billing made by ARAMARK to Client at the termination of this Agreement.

B. Accounting Period Billing and Operating Statement: Within twenty (20) days after the end of each Accounting Period, ARAMARK will submit to Client an invoice and operating statement for ARAMARK's Reimbursable Costs and Service Fee for such Accounting Period.

C. Payment Terms:

- i. All invoices submitted by ARAMARK to Client shall be paid within ten (10) days of the invoice date. In the event invoices are not paid within twenty-five (25) days of the invoice date, the rate of interest charged shall be the base rate on corporate loans (prime rate) at large United States money center commercial banks as reported daily in the publication entitled The Wall Street Journal. Whenever a split prime rate is published, the lower of the two rates shall be used. However, in no event shall the rate of interest charged exceed the rate of interest established pursuant to § 58.1-1812.
- ii. 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 ten (10) 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.

XIV. 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, in addition to all other rights and remedies of ARAMARK at law, in equity and under this Agreement, the financial terms and

other obligations assumed by ARAMARK shall be renegotiated on a mutually agreeable basis to reflect such change, inaccuracy or breach.

XV. 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 Stadium 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.

XVI. ACCURATE BOOKS AND RECORDS:

ARAMARK shall maintain accurate books and records in connection with the Stadium Food Service Program and shall retain such records for a period of two (2) years.

XVII. CONFIDENTIAL INFORMATION AND PROPRIETARY MATERIALS:

- A. **Confidential Information:** To the extent allowable by Commonwealth of Virginia Law, all financial, statistical, operating and 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. Client shall keep such information confidential and shall so instruct its agents, employees and independent contractors, and the use of such information by Client in any manner shall not affect ARAMARK's ownership or the confidential nature of such information. Client shall not photocopy or otherwise duplicate any such materials without the prior written consent of ARAMARK.
- 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 notwithstanding the fact that Client may have received an Allocated Charge for the use of such Proprietary Materials in connection with the Stadium Food Service Program. 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.

XVIII. NOTICE:

Any notice required, permitted or desired to be given under this Agreement shall be sent by prepaid registered or certified mail, return receipt requested, or by commercial courier service, or by electronic facsimile (but in the latter instance, also by mail or by commercial courier service). Notices shall be deemed received on the first to occur of the following: (i) when personally delivered; (ii) when actually received; or (iii) two (2) business days following the deposit thereof with the mail. Notices shall be sent to the addresses set forth below (or to any other address which the relevant party may designate to the other by written notice):

To ARAMARK:

ARAMARK Educational Services, LLC
ARAMARK Tower
1101 Market Street
Philadelphia, PA 19107
ATTN: Vice President, Finance

To Client:

Old Dominion University
1200 Webb Center
Norfolk, VA 23529
ATTN: Todd Johnson, Associate VP for Aux. Services

XIX. 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 or referenced in Paragraph 14. 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.

XX. 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 any subsequent breach or default on the part of the other party.

XXI. GOVERNING LAW:

This Agreement shall be governed by the law of the Commonwealth of Virginia.

XXII. ASSIGNMENT:

Neither Client nor ARAMARK shall assign this Agreement without the prior written consent of the other; provided, however, that either party may assign the Agreement to an Affiliate without the consent of the other party. For purposes of this Agreement, "Affiliate" shall mean a company which controls, is controlled by or is under common control with the assigning party or its ultimate parent company.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives:

Aramark Educational Services, LLC

Old Dominion University

By: _____
Paul Justin

By: _____
Robert L. Fenning

Title: _____
Vice President

Title: _____
VP, Administration and Finance

Date: _____

Date: _____

Cc: Todd Johnson, Assistant Vice President for Auxiliary Services
Janet McLaughlin, Resident District Manager, Aramark Educational Services, Incorporated
Harry R. Smithson, Jr., CPPO, VCO, VCCO, Materiel Management