

AMENDMENT NUMBER FOUR

THIS AMENDMENT NUMBER FOUR is dated March 18, 2014 and is between Scurry-Rosser Independent School District ("SFA") and Compass Group USA, Inc. by and through its Chartwells Division ("Chartwells") (collectively the "Parties").

WHEREAS, the SFA and Chartwells are Parties to a certain Agreement, dated July 1, 2010 ("Agreement"), pursuant to which Chartwells manages the SFA's food service operation and facilities; and

WHEREAS, the Parties now desire to amend the aforesaid Agreement;

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

1. III. Standard Terms and Conditions, B. Scope and Purpose

1. Duration of Contract. Unless it is terminated in accordance with Section III, paragraph L, this Contract will be in effect for a period of one year commencing on July 1, 2014, and terminating on June 30, 2015, and may be renewed for zero additional terms.

2. III. Standard Terms and Conditions, J. Financial Terms, b. Cost-Reimbursable Contract, (3) General and Administrative Expense Fee Per Meal/Meal Equivalent

The SFA shall pay Chartwells the amount of \$0.1224 per meal served as Chartwells' General and Administrative Expense Fee.

3. III. Standard Terms and Conditions, J. Financial Terms, b. Cost-Reimbursable Contract, (4) Management Fee Per Meal/Meal Equivalent

The SFA shall pay Chartwells the amount of \$0.0959 per meal served as Chartwells' Management Fee.

4. Exhibit I Schedule of Terms for FSMC Guarantee

The section will be replaced in its entirety by the following:

During the contract term of the 2014-15 year, Chartwells guarantees that Scurry-Rosser ISD shall receive a break-even guarantee. The financial return shall be determined on a school year by subtracting the school district's food service expenses from the food service revenue for the school year. If the financial performance is less than break-even, Chartwells shall pay the difference to the school district up to \$15,000. The guarantee is based on the following conditions and assumptions remaining in effect for the school year 2014-15:

- i. Reimbursement rates for the National School Lunch Program meals shall increase a minimum of 2% over prior school year rates.
- ii. The value of government donated commodities and/or cash in lieu thereof shall not be less than the value of government-donated commodities and/or cash in lieu thereof received during the prior school year.
- iii. The number of days meals are served during the school year shall be no less than 175 days.
- iv. The number of serving periods, locations, serving times and types of service shall not change materially.
- v. The average student enrollment for the term of the contract period shall be no less than 970 students.
- vi. The level of wages, salaries and fringe benefits shall not exceed those proposed in the 2014-15 TDA budget.
- vii. The selling prices of Menu Pattern Meals and A-la-carte selections will be no less than those included in the 2014-15 TDA budget.
- viii. The SFA's direct cost in the TDA budget is not to exceed \$0.00.
- ix. The SFA and FSMC shall mutually agree the annual operating budget and determine the appropriate program financial performance in year five of this Agreement. Changes in the SFA cost experience will be used to determine the program financial performance to include but not limited to SFA direct cost and labor cost.
- x. Service will not be interrupted as a result of fire, work stoppage, strike or school closing.

In the event the foregoing conditions are not met during the 2014-15 school year, Chartwells' guarantee obligation shall be reduced by an amount equivalent to any increased cost or loss of revenue attributable to the changes in such conditions. The guarantee for each extension term shall be mutually agreed upon by the parties.

5. This Amendment is effective July 1, 2014 and thereafter, unless otherwise amended. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their duly authorized offices, all done the day and year first above written.

Scurry-Rosser Independent School District

Compass Group USA, Inc. by and
through its Chartwells Division

By: _____

By: _____

Name: _____

Name: Rhonna Cass

Title: _____

Title: President – Schools

Date: _____

Date: _____