

May 5, 2011

Dan Huber-Kantola  
Superintendent  
Three Rivers/Josephine County School District  
P.O. Box 160, New Hope Road  
Murphy, Oregon 97533

RE: Amendment to Management Services Agreement

Dear Mr. Huber-Kantola:

The Three Rivers/Josephine County School District (the "District") and ARAMARK Management Services Limited Partnership ("ARAMARK") entered into a Management Services Agreement dated as of July 1, 2002 (as amended from time to time, the "Agreement"), pursuant to which ARAMARK provides certain management services on the District's premises. We have enjoyed and appreciate our partnership with the District and look forward to providing continuing service and assistance to support the District's mission and to enhance the educational environments and experiences for the District's students and staff.

In accordance with Section 8(a) of the Agreement, effective as of July 1, 2011, ARAMARK and the District agree to amend the Agreement as follows.

1. **Term; Renewals.** Section 2 of the Agreement is hereby deleted in its entirety and replaced with the following:

"The initial term of this Agreement commenced on July 1, 2001 (the Commencement Date"). The current renewal term shall commence on July 1, 2011 and continue for one year until June 30, 2012. Thereafter, this Agreement shall renew automatically for four consecutive terms of one year each (each a "Renewal Term"). Either Party may elect not to renew this Agreement at the expiration of a Renewal Term by giving the other Party written notice to that effect not later than ninety (90) days before the date on which the then current Renewal Term would otherwise end. Any renewals after June 30, 2016 shall be subject to the mutual agreement of the District and ARAMARK."

2. **ARAMARK Fee.** In consideration of the renewal of the Agreement pursuant to Section 1 of this Amendment and in light of budgetary constraints facing the District, ARAMARK agrees to waive its right, pursuant to Section 4(c)(i) of the Agreement, to an annual increase in the ARAMARK Fee for the 2011-2012 school year and to reduce the ARAMARK Fee effective as of July 1, 2011 from \$328,293.05 per year to \$305,312.49 per year. Accordingly,

the first sentence of Section 4(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

“District will pay ARAMARK \$25,442.71 per month for the Management Services (the “ARAMARK Fee”).”

3. **Acknowledgment.** The District and ARAMARK hereby acknowledge that ARAMARK waived its right, pursuant to Section 4(c)(i) of the Agreement, to an annual increase in the ARAMARK Fee for the 2010-2011 school year.

4. **Capital Investment.** In consideration of the renewal of the Agreement, ARAMARK shall make a capital investment in (i) custodial equipment for the District in an amount up to Thirty Thousand Dollars (\$30,000) (the “Custodial Investment”); and (ii) grounds equipment for the District in an amount of up Twenty Thousand Dollars (\$20,000) (the “Grounds Investment” and together with the Custodial Investment, the “Capital Investment”). The Custodial Investment and the Grounds Investment shall each be amortized on a straight-line basis over the lesser of five (5) years or the life of the Agreement, commencing upon the date the respective equipment is placed in service.

Title to the items purchased with the Capital Investment shall remain in ARAMARK until the Capital Investment is completely amortized, at which time title will transfer to District.

Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of the Capital Investment, District shall reimburse ARAMARK for the total unamortized balance of the Capital Investment as of the date of expiration or termination. In the event such payments owing to ARAMARK are not paid to ARAMARK within ten (10) days of the scheduled payment date, District agrees to pay interest on such amounts at the Interest Rate from the scheduled payment 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 timely payment.

5. **Agreement to Remain in Effect.** Except as amended herein, the Agreement shall remain in full force and effect.

For the 2011-2012 school year, ARAMARK is pleased to offer the District a 2% prepayment discount in the amount of \$6,106.25, if the entire ARAMARK Fee is prepaid by the District. The prepayment offer may be accepted by the District if payment of \$305,312.49, the annual ARAMARK Fee less the 2% prepayment discount is received within fifteen (15) days of receipt of our annual invoice.

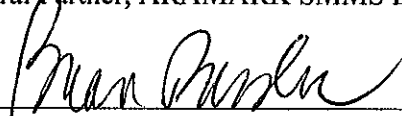
*[Signature page follows]*

Please confirm the District's acceptance of and agreement to this Letter Amendment by executing the form of acceptance set forth below. Thank you for providing ARAMARK with the opportunity to continue to serve the needs of the District, its staff and students. Please do not hesitate to contact Tim Waldsmith or me should you have any questions.

**ARAMARK MANAGEMENT SERVICES LIMITED PARTNERSHIP**

By: Its General Partner, ARAMARK SMMS LLC

By: \_\_\_\_\_

  
Brian Pressler  
Vice President

**THREE RIVERS/JOSEPHINE COUNTY SCHOOL DISTRICT**

By: \_\_\_\_\_

Dan Huber-Kantola  
Superintendent