

MANAGEMENT AGREEMENT

This Management Agreement ("Agreement"), is entered into as of this 2nd day of May, 2022, by and between GENEVA COMMUNITY UNIT SCHOOL DISTRICT #304, public school district ("Geneva"), and SODEXO AMERICA, LLC, a Delaware limited liability company ("Sodexo"). Sodexo and Geneva shall be known individually as a "Party" and collectively as the "Parties". The Parties agree as follows:

ARTICLE I PURPOSE OF THIS AGREEMENT

1.1 Purpose of Agreement. This Agreement sets forth the terms and conditions upon which Geneva provides Sodexo the exclusive right to manage and operate the Services for Geneva's students, faculty, staff, employees, visitors and guests at the Premises.

1.2 Agency Relationship. Sodexo shall act as an agent for Geneva in the management of Services operations with respect to the purchase of food and supplies. As principal, Geneva may supervise Sodexo's daily operation of the Services, including working conditions for Services employees and safety, sanitation and maintenance of the Services area of the Premises.

1.3 Previous Agreements. Geneva and Sodexo previously entered into an agreement dated June 23, 2021 (the "Previous Agreement"), concerning the scope of Services to be provided by Sodexo as set forth in Section 1.1 herein. This Agreement supersedes the Previous Agreement and any and all other previous agreements relating to the subject matter as specified in Section 1.1 herein. Notwithstanding the foregoing, any invoiced and unpaid amounts due to Sodexo under the Previous Agreement shall remain due and payable.

ARTICLE II DEFINITIONS

2.1 Accounting Period. A period of a calendar month, twelve (12) of which shall constitute an accounting year.

2.2 Catering/Special Functions. Food and beverage service for meetings, conferences, dinners, parties and other functions requested by Geneva or a third party.

2.3 Charge. A fee established by Sodexo for goods or services provided by Sodexo.

2.4 Expendable Equipment. Any expendable item used in the preparation and service of meals such as pots, pans, and cooking and serving utensils used in the Food Service.

2.5 Food Service. The preparation, service and sale of food, beverages (including milk), goods, merchandise and other items at the Premises, excluding vending machines.

2.6 Gross Sales. All sales of food, beverages, goods, merchandise and services in the Food Service, including sales taxes.

2.7 Net Sales. Gross Sales excluding sales and other applicable taxes.

2.8 Premises. Geneva's Food Service facilities as detailed in Exhibit C, attached

hereto.

2.9 Services. Food Service as further defined in this Agreement.

2.10 Smallwares. Dishware, glassware, flatware, utensils and similar items used in the Food Service.

ARTICLE III TERM AND TERMINATION

3.1 Term. The term of this Agreement is one (1) year ("Initial Term"), commencing on July 1, 2022 ("Commencement Date") and continuing through June 30, 2023, and shall continue thereafter until terminated by either Party as hereinafter provided.

Geneva and Sodexo agree to participate in a Common Goals Session within sixty (60) days of the commencement of Services in accordance with Exhibit A.

Sodexo shall present no less than bi-annually a verbal and written program update to the School Board.

3.2 Termination for Cause. If either Party breaches a material provision hereof ("Cause"), the non-breaching Party shall give the other Party written notice of such Cause. If the Cause is remedied within ten (10) days in the case of failure to make payment when due, or thirty (30) days in the case of any other Cause, the notice shall be null and void. If such Cause is not remedied within the specified period, the Party giving notice shall have the right to terminate this Agreement upon expiration of such remedy period. The rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights or remedies available to either Party at law or in equity.

B. In addition to all other rights set forth herein, either Party may terminate this Agreement, without prior notice, should any of the following events occur:

1. The filing of a petition pursuant to which an adjudication of bankruptcy is entered by either Party or the parent corporation of either Party; or the entry of an order, judgment or decree by a court of competent jurisdiction, on the application of a creditor, adjudicating either Party or the parent corporation of either Party as insolvent or approving a petition seeking reorganization or appointing a receiver or an assignee for benefit of creditors, trustee or liquidator; or

2. The consent to an involuntary petition in bankruptcy or the failure to vacate, within sixty (60) days from the date of entry thereof, any order approving an involuntary petition by either Party or the parent corporation of either Party.

3.3 Termination without Cause. Either Party may terminate this Agreement, in whole or in part, at any time, without Cause, upon no less than sixty (60) days' prior written notice to the other Party.

3.4 Effect of Termination. Commencing with the date notice of termination is issued by either Party and continuing through Sodexo's final day of operations, the following provisions shall apply:

A. All outstanding amounts shall immediately become due and payable.

B. Geneva shall pay Sodexo in full on a monthly basis. Sodexo's invoice to Geneva will be presented to the Board for approval at the next regularly scheduled Board of Education meeting following receipt of the invoice for Services performed. Such payments shall be made no later than Friday of the week succeeding Board approval. In the event Geneva fails to timely make any payment required herein, Sodexo may immediately cease providing the Services.

C. In the event this Agreement is terminated or expires, Sodexo shall not be responsible for the provision of Services scheduled to occur after the termination or expiration of this Agreement. Geneva shall fulfill, or shall cause the successor contractor to fulfill, Sodexo's obligations under any contracts with a third party for Catering and for services engaged by Sodexo related to the provision of Catering after the termination or expiration of this Agreement. Geneva shall indemnify Sodexo from any liability relating to Catering scheduled after Sodexo's final day of operation under this Agreement.

D. If Geneva terminates this Agreement or any portion hereof without Cause or Sodexo terminates this Agreement or any portion hereof for Cause, and such termination is related to changes in Geneva's policies and practices, or service requirements (including changes in the scope of Services), and Sodexo is unable to reassign any of its management employees to another Sodexo position, then the Parties will confer to determine whether Geneva will pay any related costs. The foregoing provisions shall not apply to those Sodexo employees who: (i) are reassigned by Sodexo to another position or, prior to the termination of this Agreement, are terminated by Sodexo; (ii) voluntarily resign their employment with Sodexo, or (iii) voluntarily transfer to another Sodexo position.

ARTICLE IV SERVICES TO BE PERFORMED

4.1 Services and Locations. Sodexo shall prepare meals for the schools described in Exhibit C. Geneva and Sodexo may mutually agree upon other locations. Geneva grants Sodexo and its affiliates the right to bid on the procurement of furnishings, fixtures and equipment and on the provision of design services related to the Premises on terms to be agreed upon.

4.2 Meal Program. Sodexo shall provide nutritional breakfasts (if applicable), lunches, milk service and a la carte items in accordance with the following terms and conditions:

A. Food shall be prepared on Geneva's Premises.

B. Prices to be charged for meals during the 2022-2023 contract year shall be as mutually agreed upon by the Parties.

C. Prices for a la carte items, faculty and staff meals, snack foods and beverages shall be as mutually agreed upon by the Parties.

4.3 Special Diets. Sodexo shall supply any medically required special diets for students when prescribed and approved in writing by a medical doctor and Geneva.

4.4 Catering/Special Functions. Sodexo shall have the first right of refusal to provide catered Food Service. Such service shall be provided at times and prices mutually agreed upon by Geneva and Sodexo at the time the service is requested.

4.5 Non-Food Service Functions. Geneva reserves the right, if Sodexo first refuses to provide requested service, to use Geneva's facilities to sell or dispense food and beverages before or after regularly scheduled lunch or breakfast periods, provided such use does not interfere with Food Service operations. Geneva shall return the facilities and equipment to Sodexo in clean and orderly condition after each use. Additionally, Geneva maintains the right to provide vending machines throughout its facilities for use by staff, students, and visitors.

ARTICLE V EMPLOYEES

5.1 Sodexo Employees. Sodexo shall recruit, hire, train, supervise, direct, and, if necessary, discipline, transfer and discharge management and non-management employees of Sodexo working in the Services. All personnel employed by Sodexo shall at all times and for all purposes be solely in the employment of Sodexo. Sodexo shall provide management employees to supervise all Food Service employees.

5.2 Sodexo Non-management Employees. All non-management Food Service employees shall be Sodexo employees, except for Geneva's employees described in Section 5.3 and shall be compensated directly by Sodexo. Sodexo shall consider Geneva's employee policies and practices when establishing policies and practices for Sodexo employees.

5.3 Geneva Student Employees. Subject to Sodexo's approval, Geneva may assign certain students to the Food Service in furtherance of Geneva's policy to provide on-campus employment opportunities for students. Notwithstanding such assignment, student employees shall be employees of Geneva and shall be compensated directly by Geneva.

5.4 Personnel Obligations. Each Party shall be solely responsible for all personnel actions and claims arising out of injuries occurring on the job regarding employees on its respective payroll. Each Party shall withhold all applicable federal, state and local employment taxes and payroll insurance with respect to its employees, insurance premiums, contributions to benefit and deferred compensation plans, licensing fees, and workers' compensation, and shall file all required documents and forms. Each Party shall indemnify, defend and hold the other harmless from and against any claims, liabilities and expenses related to or arising out of the indemnifying Party's responsibilities set forth in this Section.

5.5 Agreement Not To Hire. Geneva acknowledges that Sodexo's salaried employees are essential to Sodexo's core business of providing management services and are familiar with Sodexo's operating procedures and other information proprietary to Sodexo. Therefore, Geneva shall not, without Sodexo's prior written consent, solicit for employment, hire, make any agreement with, or permit the employment (including employment by any successor contractor) in any facility owned or controlled by Geneva, of any person who is or has been a Sodexo salaried employee assigned to the Services at the Premises, within the earlier of one (1) year after such employee terminates employment with Sodexo or within one (1) year after termination of this Agreement. If Geneva hires, makes any agreement with or permits employment of any such employee in any Geneva operation providing food service within the

restricted period, it is agreed by Geneva that Sodexo shall suffer damages and Geneva shall pay Sodexo as liquidated damages, and not as a penalty, an amount equal to two (2) times the then-current annual salary of each employee hired by Geneva. This sum has been determined to be reasonable by both Parties after due consideration of all relevant circumstances. This provision shall survive termination of this Agreement.

5.6 Equal Opportunity and Affirmative Action Employer. Neither Party shall discriminate because of race, color, religion, sex, age, national origin, disability, sexual orientation, genetic information, veteran status, or any other basis protected by applicable law, in the recruitment, selection, training, utilization, promotion, termination, or other employment related activities concerning the Services employees. Each Party affirms that it is an equal opportunity employer. The staffing, promotion, placement or assignment of employees who work on this account must be done without any preference or limitation based on race, color, religion, sex, age, national origin, disability, sexual orientation, ancestry, citizenship, pregnancy, marital status and gender identity, genetic information, veteran status, or any other basis protected by applicable law. This obligation applies to the recruitment, selection, training, utilization, promotion, termination or other employment-related activities concerning Sodexo's employees. Under no circumstances shall Sodexo permit a request or suggestion by a client to place a particular employee in an account to override Sodexo's non-discrimination policy.

In addition, Sodexo affirms that it is an affirmative action employer. With respect to this Section 5.6, Sodexo shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, Executive Order 11246; Rehabilitation Act of 1973; Vietnam Era Veterans Readjustment Assistance Act of 1974; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans With Disabilities Act; and any additions or amendments thereto.

ARTICLE VI PREMISES, SANITATION, EQUIPMENT, MAINTENANCE AND INVENTORIES

6.1 Inventories of Food, Beverages, and Supplies. Sodexo shall purchase, maintain and own inventories of food, beverages, goods, merchandise and supplies. Upon termination or expiration of this Agreement, Geneva shall purchase from Sodexo, or shall cause the successor contractor to purchase from Sodexo, any remaining inventory at Sodexo's invoiced amount.

6.2 Inventories of Expendable Equipment and Smallwares. Geneva shall furnish, maintain and own all Expendable Equipment and Smallwares required for the Food Service operation. All inventories, including replacements, shall be owned by Geneva.

6.3 Office Facilities. Geneva, at Geneva's expense, shall provide to Sodexo, suitable office facilities, including furniture and equipment. Sodexo shall take reasonable and proper care of the office facilities and return them to Geneva upon termination of the Agreement in good condition, ordinary wear and tear excepted.

6.4 Sanitation. Sodexo shall be responsible for usual and customary cleaning and sanitation of the Premises. Sodexo shall be responsible for complying with any modifications to cleaning and sanitation guidelines issued by applicable local, State, or federal regulatory bodies.

A. Sodexo shall be responsible for housekeeping and sanitation in food preparation, storage and serving areas and shall clean and sanitize dishes, pots, pans, utensils,

equipment and similar items. Sodexo shall transport refuse to designated refuse collection areas.

B. Geneva shall be responsible for cleaning and sanitation of dining area floors and all walls, ceilings, ceiling fixtures, air ducts, hood vent systems (as per local ordinance) all windows and restrooms, shall provide and maintain adequate fire extinguishing equipment for the Premises, shall provide necessary pest control, and shall be responsible for removal of refuse from refuse collection areas.

6.5 Maintenance. Geneva shall, at Geneva's expense, provide maintenance personnel and outside maintenance services, parts and supplies required to properly maintain the Premises and equipment, except to the extent Sodexo is required to provide maintenance hereunder.

6.6 Geneva Obligations. Geneva, at its expense, shall provide at the Premises: electricity, gas, water and other utilities, ventilation, security service, telephone service, janitorial supplies, replacement china, new equipment, painting, decorating, fire and extended coverage insurance and real and personal property taxes on all Geneva's property.

6.7 Condition of Premises and Equipment. The Premises and equipment provided by Geneva for use in the Services operation shall be in good condition and maintained by Geneva to ensure compliance with applicable laws concerning building conditions, sanitation, safety and health (including, without limitation, OSHA regulations). Any modifications or alterations to the workplace or the Premises (whether structural or non-structural) necessary to comply with any statute or governmental regulation shall be the responsibility of Geneva and shall be at the Geneva's expense. Geneva agrees to indemnify Sodexo against any liability or assessment, including related interest and penalties, arising from Geneva's breach of the aforementioned obligations, and Geneva shall pay reasonable collection expenses, attorneys' fees and court costs incurred in connection with the enforcement of such indemnity. The foregoing provisions shall survive the termination of this Agreement.

ARTICLE VII FINANCIAL ARRANGEMENTS

7.1 Invoice Due Date. Sodexo shall collect and deposit with Geneva all Gross Sales from the Food Service operation. Geneva shall be responsible for remitting taxes to the appropriate taxing authority. At the end of each Accounting Period, Sodexo shall invoice Geneva for all Net Sales from the prior Accounting Period, less Geneva's commission for the same Accounting Period as referenced in Section 7.2 below. Any profit or loss from the Food Service shall be for Sodexo's account. Designated program expenses are set forth in the attached Exhibit B.

Geneva shall pay interest on all amounts not paid when due at the lesser of one and one-half percent (1.5%) per month or the highest contractual interest rate allowed by applicable state law at the time the receivable becomes due. Upon termination of the Agreement, all outstanding amounts shall immediately become due and payable.

Sodexo shall have the right to apply all payments made by Geneva under this Agreement as Sodexo deems appropriate.

Sixty (60) days immediately after the date of invoice, all amounts invoiced shall be considered final and each Party waives its right to contest said invoice and the Services covered by any such invoice.

7.2 Commission. Sodexo shall pay Geneva a commission equal to one percent (1%) of Net Sales from ala carte sales (student and adults) and Catering/Special Functions. If, at the end of the Annual Period commissions paid to Geneva are less than Twelve Thousand Dollars (\$12,000.00) ("Guaranteed Commission"), Sodexo shall pay to Geneva the difference between amounts already paid during the Annual Period and the Guaranteed Commission amount. The Guaranteed Commission is calculated as follows: \$73.17 times 164 full district days.

If for example there are three (3) virtual days called because of snow, and the secondary students are out for five (5) days with virtual learning for a total of eight (8) days during the 2022-2023 school year, the Guaranteed Commission will be calculated based on 156 days for a revised minimum guarantee of Eleven Thousand Four Hundred and Fourteen and 52/100 Dollars (\$11,414.52) (156 X \$73.17).

7.3 Statements and Records. Sodexo shall submit operating statements to Geneva each Accounting Period and maintain records that Geneva needs to support its claims for any reimbursement. The operating statements submitted by Sodexo may reflect certain internal Charges and allocations which are applied on a consistent basis to Sodexo accounts. Geneva, at Geneva's expense, shall have the right to audit all operating statements. All books and records relating to the Food Service shall be made available as required by state and Federal regulations for inspection and audit by either Geneva, or state or Federal auditors.

7.4 Right of Offset or Pre-Bill. At any time when Geneva is over thirty (30) days past due on any obligations to Sodexo, Sodexo shall have the right to offset, from any Surplus from the Food Service operation, or from any other sums owed by Sodexo to Geneva, all or any portion of such outstanding receivables.

Additionally, Sodexo shall have the right, at any time when Geneva is over thirty (30) days past due on any obligations to Sodexo, at Sodexo's option, to require that Geneva pay on a pre-billing basis at least one (1) week in advance of each Accounting Period for the estimated amount due Sodexo for that Accounting Period. The estimated amount shall be adjusted and reconciled to the actual amount in the next pre-billing invoice or, if Geneva is no longer past due on its obligations to Sodexo, with the next invoice due under Section 7.1 above.

ARTICLE VIII FINANCIAL ADJUSTMENTS

8.1 Adjustments.

A. Policy and Practice Changes. Financial terms of the Agreement shall be adjusted to reflect changes in Sodexo's costs and Charges resulting from changes in Client's policies and practices and service requirements (including changes in the scope of services). Financial terms shall be adjusted automatically to reflect changes in federal and state minimum wage laws.

B. Service Requirements. If Geneva (i) requires expansion of or reduction in the scope of Services, (ii) changes the use of Sodexo's procurement program and/or (iii) requests (a) any change in the use of disposables (i.e., from non-biodegradable products to biodegradable products); (b) use of specialty products (e.g., use of locally produced products or supplies, organic products, etc.); or (c) additional management/resource personnel to conduct a specific function unrelated to the Services, and such change or request results in an increase or decrease in costs, Charges or expenses to Sodexo, Sodexo's compensation shall be adjusted

by an amount equal to the projected change in costs, from the date at which the change or request took effect. If such changes are the result of State or federal law or regulation, the Parties will confer in good faith to estimate the impact on costs and allocate responsibility between the Parties.

C. Assumptions. The financial terms of this Agreement are based on the following assumptions:

1. 164 full district days per academic year.
2. All grade levels are on site in school or otherwise served meals, such as "grab and go" meals that are made conveniently available to students.
3. There shall be no competitive sales during the lunch period other than items offered for sale prepared by Geneva's Culinary Classes consistent with past practices.
4. Service hours, service requirements type or number of facilities selling food and/or beverages on Geneva's Premises shall remain consistent throughout the year.

In the event of a change in assumptions, the financial terms of this Agreement shall be subject to adjustment including, but not limited to the commissions payable. Sodexo, at its expense, shall have the right to audit all data provided to Sodexo in the performance of this Agreement.

D. The financial arrangement set forth in this Agreement may be adjusted to reflect additional costs incurred by Sodexo (i) in connection with the implementation of legislation or other legal requirements, including, but not limited to, the Patient Protection and Affordable Care Act and Health Care and Education Reconciliation Act of 2010, which comprise the health care reform of 2010, or other health care rules and regulations, or any modifications thereto or (ii) increases in benefit costs paid by Sodexo on behalf of covered employees, if agreed between the Parties upon notice to the Geneva. The adjustment to the financial arrangement may be effective from the date the events of (i) and/or (ii) occur.

E. Commencing on July 1, 2023, and annually thereafter, the meal prices may be increased by an amount to be mutually agreed to by the Parties.

ARTICLE IX GENERAL TERMS AND CONDITIONS

9.1 Taxes

A. Sodexo and Geneva shall each bill and collect sales taxes, if applicable, on all meals and services for which each respectively collects revenue from customers. Sodexo shall bill and collect sales and use taxes, if applicable, on purchases or fees billed to Geneva. Geneva shall be responsible for remittance of any taxes collected by Sodexo and given to Geneva.

B. If additional sales or use or any other transaction related taxes are assessed against the Services operation, Geneva shall reimburse Sodexo for such assessment and any interest and penalties related to such assessment upon receipt of an invoice from Sodexo; except that Geneva shall not be responsible for any assessment attributable to Sodexo's negligent failure to timely submit any known tax filing or report. Sodexo shall be

responsible for its city, state or federal income taxes including any tax burdens or benefits arising from its operations hereunder. This provision shall survive termination of this Agreement.

9.2 Compliance with Law.

A. Each Party shall comply with all applicable laws, ordinances, rules and regulations relating to Services sanitation, safety and health and, as applicable to a Party, obtain and maintain required licenses and permits as necessary. Each Party shall cooperate with the other to accomplish the foregoing.

B. Geneva shall provide Sodexo and its subcontractors access to all facilities, data closets, and points of demarcation necessary to install and extend Sodexo-provided internet circuits to Sodexo point-of-sale equipment ("Sodexo POS Equipment"). Sodexo will obtain, store, utilize, process and transmit data in accordance with all applicable laws and current Payment Card Industry Data Security Standards ("PCI Standards"). Sodexo will maintain security of the Sodexo POS Equipment and associated cardholder data environment and will implement reasonable security measures including network firewalls and anti-virus / anti-malware solutions. Where technologically feasible, Sodexo will deploy currently available Point-to-Point Encryption (P2PE) technologies. Sodexo will validate compliance with current PCI Standards, using Sodexo's internal audit staff, in accordance with the guidelines set forth by Sodexo's acquiring bank.

9.3 Insurance. The Parties shall maintain insurance as follows:

A. Workers' Compensation Insurance. Each Party shall maintain workers' compensation coverage as required by state law and Employers' Liability in the amount of One Million Dollars (\$1,000,000.00) each accident covering all of its employees.

B. Commercial General Liability Insurance. Sodexo shall maintain during the term of this Agreement, Commercial General Liability Insurance with a limit of not less than Five Million Dollars (\$5,000,000.00) for each occurrence, including, but not limited to, Personal Injury Liability, Blanket Contractual Liability and Products Liability, covering only the operations and activities of Sodexo under this Agreement and, upon request, shall provide Geneva with a certificate evidencing such policies. The insurance policies shall contain a provision whereby the insurer(s) shall provide notice of cancellation in accordance with the provisions of the policy. Geneva shall be named as an additional insured under Sodexo's policies of insurance defined in this Section 9.3.B to the extent Geneva is indemnified pursuant to Section 9.4. Such additional insured status may be granted by blanket additional insured provision.

C. Property Insurance. Geneva shall maintain, or cause to be maintained, a system of coverage (either through purchased insurance, self-insurance, or a combination thereof) to keep the buildings, including the Premises, all property contained therein and Geneva's other property insured against loss or damage by fire, explosion or other cause normally covered by special causes of loss form and builders risk property insurance policies.

9.4 Indemnity.

A. Indemnity. Except as otherwise expressly provided in this Agreement, Sodexo and Geneva shall defend, indemnify and hold each other harmless from and against all claims, liabilities, losses and expenses, including reasonable costs, collection expenses, attorneys' fees and court costs, which may arise because of the sole negligence or willful misconduct of the indemnifying Party, its agents or employees in the performance of its

obligations under this Agreement. This clause shall survive termination of this Agreement.

B. Consequential Damages. In no event shall either Party be liable for consequential, indirect or incidental damages (including punitive damages and lost profits), even if such Party has been advised of the possibility of such damages in advance.

9.5 Purchasing/Non-Sodexo Approved Vendors. Geneva acknowledges that Sodexo shall utilize its own supplier network for the provision of food, beverages, supplies and services in the performance of its obligations hereunder. Geneva understands that Sodexo has entered into agreements with many vendors and suppliers of products and services which (i) give Sodexo the right to inspect such vendors' and suppliers' plants and/or storage facilities and (ii) require such vendors and suppliers to adhere to standards to ensure the quality of the products and/or services purchased by Sodexo for or on behalf of Geneva. Geneva shall not require Sodexo to use products and/or services from non-Sodexo approved vendors.

9.6 Sodexo Trade Secrets and Proprietary Rights.

A. During the term of this Agreement, Sodexo may grant to Geneva a nonexclusive right to access certain proprietary materials of Sodexo, including menus, signage, Services survey forms, software (both owned by and licensed to Sodexo), and similar items regularly used in Sodexo's business operations ("Proprietary Materials"). In addition, Geneva may have access to certain non-public information of Sodexo, including, but not limited to, recipes, management guidelines and procedures, operating manuals, personnel information, purchasing and distribution practices, pricing and bidding information, financial information, surveys and studies, and similar compilations regularly used in Sodexo's business operations ("Trade Secrets"). Trade Secrets shall not include (i) any information which at the time of disclosure or discovery or thereafter is generally available to and known by the public or the relevant industry (other than as a result of a disclosure directly or indirectly by Geneva), or (ii) any information which was available to Geneva on a non-confidential basis from a source other than Sodexo, provided that such source was not bound by an agreement prohibiting the transmission of such information, or (iii) any information independently developed or previously known without reference to any information provided by Sodexo.

B. Geneva shall not disseminate any Proprietary Materials or disclose any of Sodexo's Trade Secrets, directly or indirectly, during or after the term of this Agreement. Geneva shall not photocopy or otherwise duplicate any such material without the prior written consent of Sodexo. All Trade Secrets and Proprietary Materials, including signage, service marks and trademarks, shall remain the exclusive property of Sodexo and shall be returned to Sodexo immediately upon termination or expiration of this Agreement.

C. Without limiting the foregoing, Geneva specifically agrees that all software associated with the operation of the Services, including without limitation, menu systems, food production systems, accounting systems, and other software, is owned by or licensed to Sodexo and not Geneva. Furthermore, Geneva's access or use of such software shall not create any right, title, interest, or copyright in such software, and Geneva shall not retain such software beyond the termination of this Agreement. Data processed by the software shall remain the property of Sodexo; however, at Geneva's request, upon termination or expiration of this Agreement Sodexo shall provide Geneva with a copy of the data processed by such software in a format to be mutually agreed upon by the Parties.

D. The provisions set forth in this Section 9.6 shall survive termination or expiration of this Agreement. In the event of any breach of the provisions set forth herein,

Sodexo shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available.

9.7 Assignment. This Agreement may not be assigned by either Party without the written consent of the other Party, except that either Party may, without prior approval and without being released from any of its responsibilities hereunder, assign this Agreement to any affiliate or wholly-owned subsidiary of such Party.

9.8 Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and served personally, delivered by courier or a nationally recognized overnight delivery service, or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other Party as follows:

To Geneva: Geneva Community Unit School District #304
Attention: _____
227 N. Fourth Street
Geneva, Illinois 60134

To Sodexo: Sodexo America, LLC
Attention: Stephen Dunmore
CEO, North America Schools
9801 Washingtonian Boulevard
Gaithersburg, Maryland 20878

and: Sodexo America, LLC
Attention: Law Department
9801 Washingtonian Boulevard
Gaithersburg, Maryland 20878

and/or to such other persons or places as either of the Parties may hereafter designate in writing. All such notices shall be effective when received or refused except in the case of overnight delivery by a nationally recognized delivery service in which case notice shall be effective the day after deposit with the delivery service.

Any request issued by Sodexo to change the Sodexo U.S. mailing address for check payments or to change the Sodexo bank account for U.S. electronic wire or ACH payments will only be communicated in writing by a Sodexo Authorized Officer (Treasurer or Assistant Treasurer). If during the Term of this Agreement, Geneva receives such a request, prior to taking any action Geneva shall verify the validity of such request by contacting the Sodexo Accounts Receivable Department directly via one of the methods below.

Email: AccountsReceivable.NorAm@Sodexo.com
Phone: 1-866-372-3160
Fax: 716-568-8408
Website: <https://us.sodexo.com/contact.html>

9.9 Catastrophe. Neither Sodexo nor Geneva shall be liable for failure to perform its respective obligations under this Agreement when such failure is caused by fire, explosion, water, act of God, civil disorder or disturbance, strike, vandalism, war, riot, sabotage, pandemic, weather and energy related closing, governmental rules or regulations, failure of third parties to perform their obligations with respect to the Services, or like causes beyond the reasonable control of either Party, or for real or personal property destroyed or damaged due to such causes.

Notwithstanding the foregoing, Sodexo shall continue to provide the Services during a catastrophe as described above, as such Services may be modified by mutual agreement of the Parties based on existing conditions or the nature of the catastrophe, and to the extent that the safety and welfare of Sodexo's employees are not jeopardized. Geneva shall reimburse Sodexo for any Geneva-approved additional costs, Charges, and expenses incurred by Sodexo in providing the Services, or modified Services, for the duration of the catastrophe, in accordance with the terms of this Agreement.

9.10 Construction and Effect. The article and section headings used herein are used solely for convenience and shall not be deemed to limit the subject of the articles and sections or be considered in their interpretation.

9.11 Recovery Fees. In the event that any action is taken by either Party to enforce any term, covenant or condition of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees, collection service expenses, court costs and related expenses.

9.12 Entire Agreement. This Agreement contains all agreements of the Parties with respect to matters covered herein, superseding any prior agreements and all other contractual commitments and/or documentation. Any exhibits referred to herein are made a part of this Agreement by reference; however, in the event of a conflict between the terms of such exhibit or any other document incorporated herein and the terms of this Agreement, the terms of this Agreement shall govern unless an exhibit or other incorporated document expressly states that the exhibit or incorporated document (or a provision of the exhibit or incorporated document) supersedes the conflicting provision contained in this Agreement.

9.13 Amendments to Agreement. All provisions of this Agreement shall remain in effect throughout the term hereof unless the Parties agree, in a written document signed by an authorized signatory of both Parties, to amend, add or delete any provision. Email correspondence shall not qualify as a written document signed by an authorized signatory.

9.14 Waivers and Approvals. The waiver or approval by either Party of or under any term or condition of this Agreement at any time shall not be deemed a waiver or approval unless provided in writing by an authorized representative of the waiving or approving Party.

9.15 Severability. The determination by any court of competent jurisdiction that any provision of this Agreement or the application of any provision of this Agreement is invalid, illegal or unenforceable to any extent shall not affect the validity, legality and enforceability of the remaining provisions of this Agreement so long as the removal or unenforceability of such provision does not materially affect the economic or legal rights, interest or intentions of the Parties. If such removal or unenforceability does materially affect the economic or legal rights, interest or intentions of the Parties, then the Parties shall negotiate in good faith to amend this Agreement so as to maintain the original intent of the Parties as closely as possible. If the Parties are unable to reach agreement within sixty (60) days after the issue is first raised by either Party, then the affected Party (or either Party if both Parties are affected) may terminate this Agreement upon written notice to the other Party.

9.16 Authority. Each individual executing this Agreement, on behalf of or as a representative of a Party, represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of such Party and that this Agreement is binding upon Geneva and Sodexo in accordance with its terms.

9.17 Regulations and Access: Geneva may make reasonable regulations for use and occupancy of the Premises and shall give Sodexo written notice thereof. Geneva's authorized representatives shall have access to the Premises at all times. Geneva grants Sodexo approval to use in performance of its Services on the Premises all promotional, informational or marketing activities or materials, including the names, trademarks, logos and symbols of Sodexo in order to provide the customer the complete Sodexo Experience.

9.18 Dispute Resolution. If a dispute should arise between the Parties with respect to their obligations hereunder or the interpretation of this Agreement, prior to the commencement of any legal action, the Parties agree to meet and confer in good faith on all matters of common interest on all controversies, claims or disputes ("Dispute") which materially affect the performance of either Party under this Agreement. As soon as a Dispute is recognized by either Party, such Party shall communicate the substance of the Dispute to each Party's primary contact. Once a Dispute has been raised, the primary contacts shall make all reasonable efforts to reach a resolution within two (2) weeks after the Dispute has been identified. If the Dispute cannot be resolved between the Parties' respective primary contacts, then the Parties shall submit such matters to their respective executive management, who shall make all reasonable efforts to reach a resolution within thirty (30) days after the Dispute has been referred to them. The foregoing, however, shall not prevent or limit either Party's right to apply to a court of competent jurisdiction for a temporary restraining order, preliminary or permanent injunction, or other similar equitable relief.

9.19 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard for that state's choice of law principles.

9.20 Electronic Signatures. The Parties agree that this Agreement and subsequent Amendments may be executed using electronic contracting technology using symbols or other data in digital form and agree that such electronic signature is the legal equivalent of a manual signature binding the Parties to the terms and conditions stated herein.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the date indicated in the first paragraph or the first day of the Term, whichever is sooner.

GENEVA COMMUNITY UNIT SCHOOL DISTRICT #304

By: _____
Name (printed): _____
Title: _____

SODEXO AMERICA, LLC

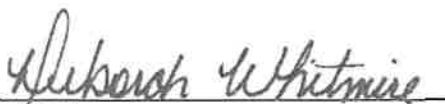
By: 
Deborah Whitmire
Senior Vice President

EXHIBIT A
COMMON GOALS SESSION

Definition:

Common Goals is a meeting that is always held **within** sixty (60) days of the commencement of Services.

Objectives:

1. To assess the program's performance.
2. To seek input and provide better understanding of the contract to a broader representation of key school district personnel.
3. To solidify relationships.
4. To gain consensus of objectives/expectations from the business relationship.

Participants:

Geneva: Participants from Geneva (at its discretion) may include, for example, Geneva liaison(s), and Superintendent, Assistant Superintendent(s), Purchasing Director, a Principal representing Elementary School, Middle School, High School and Special Needs students, Student Representatives and Parent Group Representatives.

Sodexo: Sales Executive, District Manager responsible for the contract, the General Manager and the Assistant Manager, if applicable. Vice Presidents and other company executives should attend on "as needed basis".

EXHIBIT B
DESIGNATED PROGRAM EXPENSES

Designation of Program Expenses						
				Geneva		Sodexo
Labor						
	Managers and Supervisors					X
	Full and Part-time Food Service Workers					X
	Employee Benefits					X
	IL Minimum Wage Increases					X
	Uniforms					X
Food Purchases						X
Other Expenses						
	Accounting					
		Bank Charges		x		
		POS		x		
	Equipment Major					
		Original Purchase		x		
		Routine Maintenance		x		
		Major Repairs		x		
		Replacement		x		
	Equipment Expendable					
		Original Purchase		x		
		Replacement		x		
	Cleaning/Janitorial Supplies			x		X
	Insurance			x		x
	Office Materials					x
	Computers			x		
	Paper/Disposable Supplies					x
	Pest Control			x		
	Postage			x		x

	Printing			X		
	Promotional Materials					X
	Taxes and Licenses			X		
	Telephone			X		
	Medium of Exchange for POS Counts			X		
	Training					X
	Transportation of Meals					X
	Trash Removal					
		From Kitchen		X		
		From School Premises		X		
	Travel/Mileage					X
	Utilities			X		
	Vehicle					X

EXHIBIT C
LOCATIONS

Geneva High School
Geneva Middle School South
Geneva Middle School North
Harrison Street Elementary School
Western Avenue Elementary School
Williamsburg Elementary School
Mill Creek Elementary School
Heartland Elementary School
Fabyan Elementary School