

## AMENDMENT

THIS AMENDMENT is dated April 14, 2011 and is between the West Orange Cove Consolidated Independent School District (the "LEA") and Compass Group USA, Inc. by and through its Chartwells Division ("Chartwells") (collectively the "Parties").

WHEREAS, the LEA 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. Section III Standard Terms and Conditions; Sub-Section B

This Agreement shall be for a period of one (1) year, commencing July 1, 2011, and continuing until June 30, 2012, unless terminated by either party as hereinafter provided. The parties may by mutual agreement renew the terms of this Agreement for three (3) successive one (1) year periods.

2. Section III Standard Terms and Conditions; Sub-Section J

The LEA shall pay Chartwells a General and Administrative Expense fee of \$0.0630 per meal served.

3. Section III Standard Terms and Conditions; Sub-Section J

The LEA shall pay Chartwells a Management fee of \$0.0320 per meal served.

4. Exhibit I Schedule of Terms for FSMC Guaranty

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

Chartwells guarantees the return to the District from the food service operations a breakeven budget for the school year 2011-12 and project a child nutrition surplus of \$60,784.00. If the annual operating statement shows a profit less than breakeven, Chartwells will pay up to \$75,000.00 by the difference between the actual and the guaranteed amount, but in no event shall the reimbursement obligation exceed the amount of \$75,000.00, as set forth above. The guaranteed return is based on the following conditions and assumptions remaining in effect for the school year:

- 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 178 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 2,490 students.
- vi. The level of wages, salaries and fringe benefits shall not exceed those proposed and listed in the original proposal
- vii. The selling prices of Menu Pattern Meals and A-la-carte selections will be no less than those included in the proposal.
- viii. The LEA's direct cost in the TDA budget is not to exceed \$60,100.00.
- ix. The LEA and FSMC shall mutually agree the annual operating budget and determine the appropriate program financial performance in years three through five of this Agreement. Changes in the LEA cost experience will be used to determine the program financial performance to include but not limited to LEA 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 2011/2012 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. This means that Chartwells guarantees our performance.

- 5. This Amendment is effective July 1, 2011 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 officers, all done the day and year first above written.

West Orange Cove Consolidated Independent  
School District

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

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

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

Its: \_\_\_\_\_

Its: President

Date: \_\_\_\_\_

Date: \_\_\_\_\_