

Amendment No. 13 to Operating Agreement

Feb THIS AMENDMENT NO. 13 (the "Amendment") is entered into this 3 day of Feb, 2009 by and between Tom Green County, Texas ("County"), and ARAMARK Correctional Services, LLC, a Delaware limited liability company having its principal place of business located at the ARAMARK Tower, 1101 Market Street, Philadelphia PA 19107 ("ARAMARK").

WHEREAS, County and ARAMARK entered into an Operating Agreement dated February 23, 1999 for the management of the food service operation at the Tom Green County Correctional Facility (as amended, the "Agreement");

WHEREAS, the parties acknowledge the need to address volatility in the cost of food commodities; and

WHEREAS, the parties desire to amend the provisions of the Agreement as follows, effective February 1, 2009.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

1. **Term:** In accordance with Article III, the term of this Agreement shall be renewed for a one-year period, effective from February 1, 2009 through January 31, 2010.
2. **Per Meal Prices:** In accordance with Article V, Paragraphs 5.1, 5.2, 5.3, and 5.4 of the Agreement, the price per meal charged to the County by ARAMARK shall be changed as a result of changes in the Consumer Price Index and the new price per meal is set forth in Attachment A. The prices shall be effective from February 1, 2009 through January 31, 2010.
3. **Price Adjustment Provision:** Paragraphs 5.3 and 5.4 shall be deleted and replaced in their entirety as a new Paragraph 5.3 as follows:

5.3 Price Adjustments: Per meal prices stated in this Agreement are firm for the period beginning on February 1, 2009 and ending January 31, 2010. Per meal prices for each subsequent 12-month period shall be increased on February 1st of each year by an amount to be mutually agreed upon and set forth in an amendment to this Agreement in the form attached hereto as Attachment B; provided, however, that in the event no agreement is reached with respect to such increase, per meal prices shall be increased as further set forth below by the greater of the (a) yearly percentage change in the Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home Index ("CPI-FAH"), published by the U.S. Department of Labor and (b) the yearly percentage change in the Market Basket of Products (as defined below) which approximate the products served at the facilities covered by this Agreement (the "Client Menu"). The period for determining CPI-FAH and Market Basket of Products increases shall be October 1st of the immediately preceding year to January 1st of the then-current year (the "Base Period").

As set forth on the sample client statement attached as Attachment C, a copy of which shall be provided prior to implementing any price adjustments pursuant to this

section, the "Market Basket of Products" represents categories or types of products that are generally used in the Client Menu. Such products are classified into the following six categories of food items (each, a "Menu Category"): beverage (composed of juice and non-alcoholic drinks other than milk); baked goods; produce (composed of fruits and vegetables); dairy; meat; and grocery items (composed of the food items in the menu that are not otherwise included in one of the preceding categories). Each Menu Category will be ascribed a percentage (the "Category Weighting") representing the proportion of the Client Menu that such Menu Category approximately represents based on purchasing levels during the Base Period. Each Category Weighting will then be multiplied by the percentage change in the corresponding Bureau of Labor Statistics ("BLS") category compiled by the U.S. Department of Labor and published at www.bls.gov for the Base Period, and the results of each such calculation will be added together to arrive at the overall percentage change which will represent the Market Basket of Products. For the avoidance of doubt, the BLS categories to be multiplied by the Category Weightings are (1) Beverage, All Urban Consumers, U.S. City Average; (2) Baked Goods, All Urban Consumers, U.S. City Average; (3) Produce, All Urban Consumers, U.S. City Average; (4) Dairy, All Urban Consumers, U.S. City Average; (5) Meat, All Urban Consumers, U.S. City Average; and (6) Food, All Urban Consumers, U.S. City Average. In the event that there are any changes in the method in which the BLS reports its annual statistics, including any changes or modifications to any of the applicable BLS categories, the parties agree to negotiate a mutually agreeable modification to the appropriate Market Basket of Products category or categories or the methodology described above. If the parties do not agree on such a modification, ARAMARK shall have the right to terminate the Agreement upon 90 days' prior written notice. The Market Basket of Products is designed to approximate price adjustments with product cost increases at the facility or facilities covered by this Agreement. The Market Basket of Products is an estimate of food costs only and actual costs may vary. While the Menu Categories attempt to approximate the products served at the facility or facilities covered by this Agreement, they may not precisely parallel actual usage or the BLS categories listed above.

Please refer to Attachment C for an example of the Market Basket of Products calculation."

4. Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 13 to be signed by their duly authorized representatives the day and year first written above.

ARAMARK Correctional Services, LLC

By: 
David Kimmel
Vice President, Finance

**Tom Green County
State of Texas**

By: 
Name:
Title:

Attachment A

**Tom Green County, Texas
Effective February 1, 2009 through January 31, 2010**

| <u>Population*</u> | <u>Price Per Meal</u> |
|---------------------------|------------------------------|
| 250-300 | \$1.331 |
| 301-400 | \$1.339 |
| 401-500 | \$1.145 |
| 501-600 | \$1.092 |
| 601 - above | \$1.054 |

*The total number of inmate meals served per week shall be divided by 21 in order to determine the price point on the sliding scale.

Attachment B

Amendment No. __ to Operating Agreement

THIS AMENDMENT NO. __ (the "Amendment"), is entered into this ____ day of _____, 200_ by and between _____, with offices at _____ ("_____"), and **ARAMARK Correctional Services, LLC**, a Delaware limited liability company, having its principal place of business located at the ARAMARK Tower, 1101 Market Street, Philadelphia PA 19107 ("ARAMARK").

WHEREAS, _____ and ARAMARK entered into an _____ dated _____ for the management of the food service operation at _____ (as amended, the "Agreement");

WHEREAS, the parties acknowledge the need to address volatility in the cost of food commodities; and

WHEREAS, the parties desire to amend the provisions of the Agreement as follows, effective _____.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

1. **Price Adjustment:** In accordance with [*Paragraph __ of Amendment No. __ to the Agreement*][*Paragraph __ of the Agreement*], the parties agree that the price per meal charged to _____ by ARAMARK shall be changed as set forth on Attachment A as a result of [*changes in the Consumer Price Index*][*changes in the Market Basket of Products*][*mutual agreement of the parties*]. This price shall be effective from _____, 200_ through _____, 200_ , and shall supersede in all respects the price per meal set forth in Paragraph [] of the Agreement or in any other prior agreements between the parties.

2. **Release:** The methodology used to determine the price increase above, including the Category Weighting percentages ascribed to each Menu Category, has been reviewed and accepted by the parties. By their execution of this Amendment, each party hereby waives and releases any and all claims it may have based upon or arising out of any such methodology (including the elements thereof) used to calculate the price per meal as set forth in this Amendment, and further agrees not to bring any action, suit or proceeding challenging such methodology or calculation.

3. Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. __ to be signed by their duly authorized representatives the day and year first written above.

ARAMARK Correctional Services, LLC
By: _____
David Kimmel
Vice President, Finance

[_____]_____
By: _____

Sample Client Statement - Market Basket of Products Calculation

**XYZ County
Market Basket Price Redetermination Statement
Period Ended August 22, 2008**

| <u>MENU CATEGORY</u> | <u>Category Weighting</u> | <u>August Category BLS%</u> | <u>Weighted BLS %</u> |
|---|---------------------------|-----------------------------|-----------------------|
| Baked Goods | 12.20% | 11.54% | 1.41% |
| Beverage | 5.91% | 2.73% | 0.16% |
| Dairy | 19.81% | 2.25% | 0.44% |
| Grocery* | 22.44% | 6.15% | 1.38% |
| Produce | 16.97% | 12.26% | 2.08% |
| Meat | 22.67% | 4.94% | 1.12% |
| TOTAL | 100% | | 6.59% |
| AUGUST 2008 CPI-FAH (Food Away from Home Index) | | | 4.48% |
| Greater of Market Basket or August CPI - Food Away from Home | | | 6.59% |

*This category includes all menu items that are not otherwise included in another Menu Category. ARAMARK applies the BLS catch-all category called "Food" to the "Grocery" Menu Category for the calculation. The "Food" category encompasses the items included in all Menu Categories in addition to food items not used at the facility or facilities covered by this Agreement.