

**APPROVAL OF CONTRACT FOR RESIDENTIAL AND  
RETAIL FOOD SERVICES ON CAMPUS**

**1. Division and Department: Finance and Administration**

**2. Introduction:** Since July 2002, Compass Group North America–Chartwells Higher Education (Chartwells) has provided residential and retail campus dining services at Oakland University. Concepts currently operated by Chartwells include Pioneer Food Court (Oakland Center), The Market at Oakland Center, Bistro Zingerman's Coffee, Hillcrest Dining Center, Vandenberg Dining Center, Tilly's Convenience Store (Oak View Hall), The Hive (Hillcrest Hall), Frankie's Café (Kresge Library), Atrium Café (Human Health Building), and Healy Café (Elliott Hall).

Oakland University and Chartwells have maintained a longstanding partnership focused on providing quality dining services, enhancing the student experience, and adapting to the evolving needs of the campus community. Support is provided at the local, regional, and national levels, resulting in continuous improvements and innovations in service, offerings, and facilities for Oakland University students, faculty, staff, and guests.

In 2023, the University transitioned its dining services agreement from a commission-based operating model to a cost reimbursement structure in response to changing enrollment patterns, increasing operating expenses, and the financial realities associated with providing comprehensive dining services on campus. Under this model, Oakland University is responsible for approved operating expenses associated with the dining program, allowing costs to align more closely with actual operational activity.

During the 2024-2025 academic year, the University conducted a formal Request for Proposal (RFP) process to evaluate potential dining service providers as part of Campus Plan 2035. Following a comprehensive review of proposals and operating models, the University determined that Chartwells offered the best overall combination of operational experience, campus knowledge, financial sustainability, and flexibility necessary to support Oakland University's dining program.

In September 2025, oversight of the Residential and Retail Food Services contract transitioned from Student Affairs and Diversity to the Division of Finance and Administration. Since that time, University leadership has worked collaboratively with Chartwells to negotiate a successor agreement. These negotiations have resulted in a proposed five-year contract that will continue the cost reimbursement operating model while providing stability and flexibility to support the University's dining program.

In addition to establishing a long-term operating framework for residential and retail dining services, the negotiated agreement substantially reduces the University's outstanding food service liability associated with prior contractual arrangements. The agreement reduces the University's potential food service liability from approximately \$5.2 million to approximately \$2.6 million and provides a structured path toward

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elimination of the remaining balance over the term of the contract. This represents a significant financial benefit to the University and strengthens the long-term financial position of the dining program.

The proposed agreement will commence on July 1, 2026, and continue through June 30, 2031.

**3. Previous Board Action:** On June 5, 2002, the Board of Trustees approved a five-year contract with Chartwells to provide campus food services. On April 6, 2005, the Board of Trustees approved a seven-year extension with the option for two one-year mutual extensions. On December 14, 2014, the Board of Trustees approved a ten-year contract with Chartwells to provide campus food services. On February 15, 2021, the Board of Trustees approved a ten-year contract extension. On September 11, 2023, the Board approved an amendment to the agreement which expired on June 30<sup>th</sup>, 2025. On April 24, 2026, the Board approved a one-year extension and authorized the negotiation of a successor agreement. The proposed agreement is the result of those negotiations.

**4. Budget Implications:** The proposed agreement maintains the current cost reimbursement operating model under which the University reimburses approved operating expenses associated with the dining program. This structure aligns dining expenditures with actual operational activity and provides flexibility to respond to changes in enrollment, meal plan participation, retail sales, and catering demand throughout the contract term.

As part of the contract negotiations, Oakland University and Chartwells reached an agreement regarding the outstanding food service liability associated with prior contractual arrangements. Under the terms of the agreement, the University will satisfy fifty percent (50%) of the remaining obligation on June 30, 2026. The remaining balance will be subject to incremental forgiveness over the five-year term of the agreement. Should the University elect to terminate the agreement prior to June 30, 2031, any unforgiven balance would become due in accordance with the terms of the contract.

The negotiated settlement reduces the University's outstanding contractual obligation by approximately fifty percent (50%) and establishes a clear path toward elimination of the remaining balance over the life of the agreement. The proposed contract provides long-term operational stability for campus dining services while significantly improving the University's financial position.

**5. Educational Implications:** The proposed agreement supports the University's mission by providing students, faculty, staff, and visitors with high-quality dining services that contribute to student success, campus engagement, and the overall residential experience. The agreement provides flexibility to adapt dining offerings, service models, and operational strategies to meet evolving campus needs over the next five years.

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**6. Personnel Implications:** None.

**7. University Reviews/Approvals:** This recommendation was formulated by the Director of Auxiliary Finance and the Senior Vice President for Finance and Administration and was reviewed by the Interim Vice President for Student Affairs and the President.

**8. Recommendation:**

RESOLVED, that the Board of Trustees approves the Food Services Agreement between Oakland University and Compass Group North America-Chartwells Higher Education for the provision of residential and retail food services on campus for the period July 1, 2026 through June 30, 2031; and, be it further

RESOLVED, that the Senior Vice President for Finance and Administration be authorized to execute the agreement; and, be it further

RESOLVED, that the agreement be reviewed and approved by the Vice President for Legal Affairs and General Counsel prior to execution, and be in compliance with applicable law and University policies and regulations.

**9. Attachments:**

A. Food Services Agreement between Oakland University and Compass Group North America-Chartwells Higher Education

Submitted to the President  
on Jun 17, 2026, 2026 by

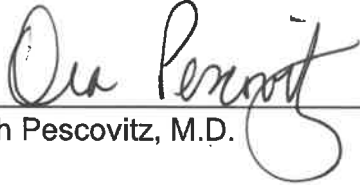


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Stephen W. Mackey  
Sr. Vice President for Finance and Administration  
and Treasurer to the Board of Trustees

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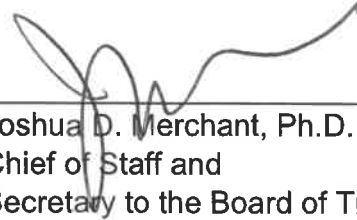
Recommended on 6/19, 2026  
to the Board for approval by



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Ora Hirsch Pescovitz, M.D.  
President

Reviewed by



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Joshua D. Merchant, Ph.D.  
Chief of Staff and  
Secretary to the Board of Trustees

## FOOD SERVICES AGREEMENT

Between  
Chartwells  
and  
Oakland University

THIS AGREEMENT is made as of July 1, 2026 by and between Oakland University, a Michigan constitutional body corporate with principal offices at 371 Wilson Boulevard, Suite 400, Rochester, Michigan 48309 (“Client”), and Compass Group USA, Inc., a Delaware corporation, with principal offices at 2400 Yorkmont Road, Charlotte, North Carolina 28217, by and through its Chartwells Division (“Chartwells”) (individually each a “Party” and collectively, the “Parties”).

WHEREAS, Client desires to avail itself of Chartwells' food services; and

WHEREAS, Chartwells desires to perform such services for Client;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereto, intending to be legally bound hereby, agree as follows.

### 1. CLIENT'S GRANT TO CHARTWELLS

Client grants to Chartwells, as an independent contractor, the exclusive right to provide and manage the Client's food service program in the dining rooms, kitchens, service areas, retail locations and other mutually agreed locations, including but not limited to Vandenberg Hall, the Oakland Center and other satellite locations as mutually agreed (hereinafter referred to as “Services,” “Food Service” or “Food Service Program”) on the campus of Oakland University (the “Premises”) and the exclusive right to sell to students, employees, guests and other persons at such Premises food products, non-alcoholic beverages and other such articles (“Products”) as shall be approved by the Client. Chartwells shall render the Food Services within the facilities of the Premises, including but not limited to, the food preparation, serving, dining and storage areas (“Facilities”) designated for the Food Service Program.

Notwithstanding the exclusive rights above, the provision of vending services and catering services are non-exclusive to Chartwells. Client shall have the right to negotiate for vending and catering services with other contractors at its discretion.

### 2. COMMENCEMENT AND TERMINATION

A. This Agreement shall become effective as of July 1, 2026, and shall remain in force until June 30, 2031, unless sooner terminated as herein provided (“Term”). The Parties may renew this Agreement upon mutual agreement.

B. Notwithstanding the above, either Party may terminate this Agreement by providing notice of termination in writing sixty (60) days prior to the proposed termination date.

C. If either Party shall refuse, fail or be unable to perform or observe any of the terms or conditions of this Agreement for any reason other than Excused Performance reasons stated herein, the Party

claiming such failure shall give the other Party a written notice of such breach. If the failure has not been corrected within thirty (30) days from such notice (or, with respect to default in payment, within ten (10) days from such notice), the non-breaching Party may terminate this Agreement effective ten (10) days after the end of said period.

D. In the event of a termination for any reason, all amounts outstanding shall become due and payable to Chartwells immediately upon termination, including the Early Termination Fee set forth in Exhibit A, Section I.

E. Each year during the term, Chartwells shall coordinate with the Client to conduct an inventory of all equipment being utilized in providing the Services, including whether such equipment is owned by Client or by Chartwells. Upon the termination or expiration of this Agreement, Chartwells shall, as soon thereafter as is feasible, but in no event later than thirty (30) days after the effective date of termination or expiration of this Agreement, conduct a final inventory of equipment owned by Client and Chartwells, remove its equipment (if applicable) and return the Facilities and Client Equipment to Client, in the same condition as when originally made available to Chartwells, excepting reasonable wear and tear, fire and other casualty loss. Thereafter, Chartwells shall vacate all parts of the Premises occupied by Chartwells.

F. The termination or expiration of this Agreement shall not affect the rights, privileges, liabilities and/or responsibilities of the Parties as they exist as of the effective date of termination. The Parties shall cooperate fully with each other during the Term of the Agreement and subsequent thereto in order to ascertain and satisfy the liabilities of either Party to the other.

G. At the termination of this Agreement, if requested by Chartwells and agreed to by the Client, Client may either purchase directly or cause Chartwells' successor to purchase Chartwells' usable inventory of food and supplies, it being further agreed that if Chartwells maintains an inventory of supplies bearing the logo of the Client or a sponsor (as described in Section 11 below), Client shall either purchase directly or cause Chartwells' successor to purchase Chartwells' usable inventory of such logoed supplies. The purchase price for such food and/or supplies shall be at Chartwells' cost.

### 3. CHARTWELLS' RESPONSIBILITIES

A. Pursuant to the provisions of this Agreement, Chartwells shall operate and manage its Services hereunder at such locations as agreed upon and maintain its Services with appropriate merchandise of good quality at reasonable prices.

B. Chartwells shall comply with all federal, state and local laws and regulations governing the preparation, handling and serving of foods. Chartwells shall procure and keep in effect all licenses and permits required by law and shall post such permits as required by law. Chartwells shall comply with applicable federal, state and local laws and regulations pertaining to wages and hours of employment. **The parties shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that the parties take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation,**

**gender identity, national origin, protected veteran status or disability. Further, the parties agree to comply with 29 CFR Part 471, Appendix A to Subpart A.**

C. Chartwells hereby agrees to provide Client with visibility as to Chartwells' Cost of Business and an opportunity for annual alignment between the parties as to both Chartwells operating budget and hours of operations to ensure efficiency and accountability in the Services. Each year, Chartwells will present its proposed hours of operation for its Services to Client no later than February 1<sup>st</sup> of each year, and its proposed annual budget no later than March 1<sup>st</sup> of each year, which budget and operating hours shall be subject to Client review and approval no later than April 15<sup>th</sup> of each year.

D. Chartwells shall hire all salaried managers and hourly employees necessary for the performance of this Agreement. Any additional management hires by Chartwells after budget approval shall be subject to Client review and approval. Upon being hired, Chartwells employees shall be subject to such background checks as proper federal, state and local authority may require in connection with their employment. All persons employed by Chartwells will be the employees of Chartwells and will be covered by employee dishonesty insurance. In performing work required by this Agreement, Chartwells shall not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, sexual orientation or age, in violation of federal, state or local law.

E. Chartwells shall perform the following duties for cleaning and sanitation for the Facilities and Services, which will always be subject to inspection by an authorized, capable person or persons designated by the Client:

- (1) Chartwells shall adhere to the highest standards of cleanliness and sanitation and shall comply with all federal, state and local health and sanitation laws and regulations that apply to its Food Service operations. Copies of all health department inspection reports shall be provided to Client upon request. Chartwells shall immediately remedy any shortcomings identified by the health department that are within its control and responsibility. Failure to take immediate remedial action shall be considered a material breach of this Agreement.
- (2) Cleaning must be sufficient to provide preventative maintenance against unnecessary deterioration of the Facilities, equipment and furniture, and to present at all times a clean and neat appearance.
- (3) Chartwells agrees at all food service locations to perform its maintenance, cleaning and sanitation obligations in accordance with the schedule set forth in Exhibit B. Such services shall be invoiced to Client as part of Chartwells' Cost of Business.
- (4) Client is responsible for the general cleaning in the Oakland Center. Client shall clean the draperies, floors, walls, ceilings, and windows of the Oakland Center food court dining areas after the conclusion of food Service each day. Client is also responsible for setting up and taking down all furniture and equipment used in food court areas, for both regular food service dining use and any other authorized activities which may take place in these areas, provided such furniture and equipment is not the exclusive property of Chartwells.

- (5) Upon completion of catered events by Chartwells, Chartwells shall promptly remove catering equipment and remaining food from the area and clean floors and tables of food and food debris.
- (6) Chartwells shall remove and dispose of all trash, garbage, and debris resulting from the food Service operation. This will be performed daily unless Chartwells and Client mutually agree upon a different schedule. Chartwells will not be permitted to incinerate any disposable materials on the Client Premises, and Chartwells shall use the trash compactors provided by Client. All removal costs shall be billed as a Cost of Business by Chartwells to Client.

Chartwells, to the extent feasible, shall eliminate the use of Styrofoam products and incorporate biodegradable, recyclable, or compostable products and containers into its daily food operations and shall participate in trash recovery programs in accordance with Client and industry standards. When feasible, Chartwells will work with environmental groups on Campus to achieve higher rates of recycling.

Chartwells shall dispose of cooking grease, oils, or fats using a rendering company or other Client-approved method of disposal.

- (7) Chartwells shall engage the services of a pest exterminator as frequently as is required in the areas occupied by Chartwells in Vandenberg Hall, the Oakland Center, and satellite locations. If Chartwells elects, Client shall continue its present contract for pest control services throughout the areas of the Residence Halls and the Oakland Center, to include the food Service areas at both locations. Charges for pest control that are allocated specifically to food Service areas in Vandenberg Hall and the Oakland Center or any other food service areas used by Chartwells will be charged back to Chartwells by Client monthly. Any pest control contractor hired by Chartwells shall be properly licensed and subject to Client approval. Chartwells must have available all applicable Material Safety Data Sheets (MSDS) and shall also provide copies of the Data Sheets to Client at least two (2) weeks prior to the onset of pest control activities. Failure to submit MSDS may result in suspension of work until the MSDS are provided to Client. The cost of pest control services shall be a Cost of Business; provided that, Chartwells shall bear any cost or loss it incurs as a result of a suspension.
- (8) Chartwells will, prior to beginning any maintenance, cleaning or sanitation work, supply Client with MSDS and a list of all hazardous substances that its employees or agents may use during such maintenance, cleaning or sanitation work or otherwise in the performance of obligations under this Agreement. Chartwells agrees to notify Client of the presence and storage location of hazardous material on Client property. Upon completion of any work, Chartwells shall properly remove and dispose of any such hazardous materials. Client has the right to preclude the use of any specific substance(s) by Chartwells on the Premises.
- (9) If, at the time of expiration or termination of this Agreement, Client discovers that Chartwells has failed to perform any of the obligations set forth in this section, Client reserves the right to perform, or have any agent perform, such remedial cleaning as is reasonably necessary to bring the Premises up to the standards set forth herein, and to charge back to Chartwells, the labor

and material costs required in the performance of such cleaning. Client may offset any such amount due by Client to Chartwells hereunder.

F. All records pertaining to work performed in accordance with this Agreement shall be kept on file by Chartwells during the term of the Agreement, and for a period of three (3) years thereafter. Chartwells shall, upon reasonable notice, give the Client or its authorized representative the opportunity at a reasonable time during normal business hours to inspect, examine, audit and copy such of Chartwells' business records which are directly relevant to the financial arrangements set forth in Exhibit A, which is attached hereto and incorporated herein by this reference. The cost of such inspection, examination and audit will be at the sole expense of the Client and such inspection, examination and audit shall be conducted at the Chartwells locations where said records are normally maintained.

G. Chartwells agrees that its employees and agents shall comply with and observe all applicable rules and regulations concerning conduct on the Premises that Client imposes upon Client's employees and agents.

#### **4. CLIENT'S RESPONSIBILITIES**

A. Client shall, without cost to Chartwells, provide Chartwells with the necessary space for the operation of the Services and shall furnish, without cost to Chartwells, all utilities and Facilities reasonable and necessary for the efficient performance of this Agreement by Chartwells including, but not limited to, heat, hot and cold water, steam, gas, lights and electric current, garbage removal services, exterminator services, sewage disposal services, duct and vent cleaning, office space and equipment and telephone service.

B. Client shall, at its cost and expense, provide the Facilities, equipment and floor space necessary for the efficient provision of Chartwells' Services hereunder. The Client shall maintain, repair and replace said equipment and Facilities at its own expense. The Client shall keep such equipment and Facilities maintained in a safe operating condition such that no Chartwells employee is exposed to or subjected to any unsafe situation which would violate the Occupational Safety and Health Act including, but not limited to, the general duty and the specific duty clauses thereof or any other similar federal, state or local law or regulation. However, if equipment provided by Client becomes inoperative, hazardous or inefficient to operate, Chartwells shall have the right to undertake repairs or replacements at the expense of the Client if the Client fails to do so after having been given a reasonable amount of time to correct the equipment deficiency. Client shall permit Chartwells to have the use of all such equipment and Facilities in the performance of its obligations hereunder, subject to the duty to exercise reasonable care in the use thereof. Chartwells agrees that all equipment and items of equipment now or hereafter furnished by the Client to Chartwells are the sole property of the Client and Chartwells agrees not to change, deface, or remove any symbol or mark of identity upon said equipment or items of equipment furnished by the Client.

C. All employee benefits accrued by the Client or the previous food service management provider prior to the commencement date of this Agreement shall be paid as a cost to the Client. Chartwells will pay only those employee benefits accrued during the Term of this Agreement.

D. The Client shall be responsible for all necessary cleaning of walls, windows and electric light fixtures and all necessary scrubbing, mopping and polishing of floors in the dining room areas, as well as any areas adjacent to stands or carts used for Chartwells' Services, at no cost to Chartwells.

E. Client shall provide Chartwells with access to its board plan tracking systems to enable Chartwells to track and reconcile student meal plan participation in the meal plans, as well as actual meal plan and declining balance usage, and to enable Chartwells to generate reports to assess metrics of the Dining Service Program. Client shall notify Chartwells in writing of changes to meal plans.

F. A detailed responsibility summary of the Parties' responsibilities is set forth in Exhibit B, which is attached hereto and incorporated herein by this reference.

## **5. FINANCIAL ARRANGEMENTS**

The financial arrangements of this Agreement are set forth in Exhibit A. The financial terms have been negotiated between the Parties upon the condition that Chartwells will operate its Services at the same points of Service and remain in operation only the hours agreed to when Chartwells begins operations hereunder, such locations and hours of operations set forth in Exhibit C attached hereto. If Client desires Chartwells to operate its Services for additional points of Service and/or additional hours, Client and Chartwells shall mutually agree on the appropriate financial arrangements for the additional points of Service and/or additional hours.

The financial and operational terms of this Agreement are also based on conditions in existence on the date Chartwells commences service, including without limitation University's student population; on-campus enrollment (including preservation of current enrollment in classes on campus without reduction associated with migration of attendance to online/distance learning) labor costs (including but not limited to benefits and insurance costs and impact of increases in the minimum wage upon union labor rates); food and supply costs; federal, state and local sales, use and excise tax. In addition, Chartwells has relied on representations regarding existing and future conditions made by University in connection with the negotiation and execution of this Agreement as set forth in more detail in Exhibit D. Upon request from Chartwells, University shall provide Chartwells with reports and information detailing student, faculty and staff population, including enrollment in academic programs and on-campus and distance learning programs. In the event of a change in the conditions or the inaccuracy or breach of, or failure to fulfill, any representation of University, the Parties shall negotiate in good faith to adjust the financial and operational terms on a mutually agreeable basis to reflect the impact of such change, inaccuracy or breach.

In the event Client requests that Chartwells install a branded concept and subsequently requests that Chartwells remove or replace such concept, Client shall be responsible for the costs and expenses of such removal and/or replacement.

## **6. INDEMNIFICATION AND INSURANCE**

A. To the fullest extent permitted by law, each Party shall indemnify, defend and hold the other harmless from any and all losses, damages or expenses, including reasonable attorneys' fees, arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage or other injury

or damage caused by any negligent act or omission of such Party, any willful misconduct of such Party, or any breach by such Party of its obligations under this Agreement.

B. The right of a Party (the "Indemnified Party") to indemnification under this Agreement shall be conditioned upon the following: prompt written notice to the Party obligated to provide indemnification (the "Indemnifying Party") of any claim, action or demand for which indemnity is claimed; control of the investigation, preparation, defense and settlement thereof by the Indemnifying Party; and such reasonable cooperation by the Indemnified Party, at the Indemnifying Party's request and expense, in the defense of the claim. The Indemnified Party shall have the right to participate in the defense of a claim with counsel of Indemnifying Party's choice and at its expense. The Indemnifying Party shall not, without the prior written consent of the Indemnified Party (which shall not be unreasonably withheld), settle, compromise or consent to the entry of any judgment that imposes any liability upon the Indemnified Party.

C. Chartwells shall obtain and maintain insurance for the following risks in such amounts under such policies as follows, it being understood that minimum required policy limits may be provided through a combination of primary and excess insurance: commercial general liability (including contractual and products-completed operations liability) in the amount of One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) general aggregate; business automobile coverage in the amount of One Million Dollars (\$1,000,000) each accident; and workers' compensation [including employers' liability coverage in the amount of One Million Dollars (\$1,000,000) each accident/each employee/policy limit] in an amount not less than that required by applicable statute).

D. Certificates of insurance for such coverage and naming the Client as an additional insured will be furnished upon thirty (30) days prior notice.

E. Client shall obtain and maintain commercial general liability insurance with policy limits of not less than One Million Dollars (\$1,000,000) per occurrence, with excess coverage in an amount not less than Five Million Dollars (\$5,000,000) to cover claims in the aggregate, as well as property insurance against risks covered by standard forms of fire, theft and extended coverage in such amounts under such policies as appropriate.

F. Each Party has the obligation and responsibility to adequately insure its real and/or personal property against loss or damage caused by fire and extended coverage perils. The Parties waive all rights of recovery against each other and their subsidiaries, officers, directors, trustees, volunteers and employees, including subrogation rights, for such loss or damage to the waiving Party.

G. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES CONSTITUTING LOST PROFITS, SUFFERED BY EITHER PARTY UNDER THIS AGREEMENT.

## **7. TAXES AND ASSESSMENTS**

A. Chartwells shall pay when due all federal, state, local and other governmental taxes or assessments in connection with the operation and performance of the Services, with the exception of sales,

gross receipts or similar taxes. The Parties acknowledge that even if the Client is tax exempt, Client may be liable for the remittance of state sales tax for the sale of food, beverages, meals and/or Services.

B. Based on relevant statutes, the Parties will determine whether the sales of food and beverages (“Service Transactions”) are subject to sales, gross receipts or similar tax. The Parties will then determine whether the sales, gross receipts or similar tax will be collected by Client or Chartwells for remittance to the appropriate state department of revenue. If Client is liable for such sales, gross receipts or similar tax, Client’s tax liability will not be waived by Chartwells either collecting the tax or accounting for the tax in its operations. If the Parties are unable to resolve any dispute or controversy regarding the taxability of Service Transactions, such dispute or controversy shall be resolved by a ruling of the applicable state department of revenue.

C. The Client shall pay when due all federal, state, local and other governmental use and property taxes or assessments arising in connection with the Premises, Facilities, equipment, offices and utilities. Chartwells shall pay when due all license and permit fees in connection with Services. The Client shall reimburse Chartwells for all license and permit fees paid in connection with Services.

## **8. CONFIDENTIALITY**

In the course of providing Services hereunder, the Parties may be exposed to trade secrets or other confidential or proprietary information and materials of the other Party which includes, but is not limited to, menus, recipes, signage, food service surveys and studies, management guidelines, procedures, operating manuals and software, all of which shall be identified as confidential (“Confidential Information”). The Parties agree to hold in confidence and not to disclose any Confidential Information during the Term of this Agreement and for two (2) years afterward, except that the Parties may use or disclose Confidential Information: (a) to its employees and affiliates or others to the extent necessary to render any service hereunder, provided that the other Party is first notified of the information that will be provided to any party outside of this Agreement and provided further that such information is disclosed only after such party is required to maintain it in confidence as required hereunder; (b) to the extent expressly authorized by either Party; (c) to the extent that at the time of disclosure, such Confidential Information is in the public domain, or after disclosure, enters the public domain other than by breach of the terms of this Agreement; (d) that is in the possession of either Party at the time of disclosure and is not acquired directly or indirectly from the other Party; (e) that is subsequently received on a non-confidential basis from a third party having a right to provide such information; or (f) as required by order during the course of a judicial or regulatory proceeding or as required by a government authority. The Parties agree not to photocopy or otherwise duplicate any Confidential Information without the express written consent of the other Party. Each Party’s Confidential Information shall remain the exclusive property of the Party and shall be returned to the other Party upon termination or expiration of this Agreement. In the event of any breach of this provision, the Parties shall be entitled to equitable relief, in addition to all other remedies otherwise available to it at law. This provision shall survive the termination or expiration of this Agreement.

In the event Client receives a request or notice to produce this Agreement or any amendments hereto, Chartwells’ proposal to Client, or information provided by Chartwells and marked as confidential, proprietary, or trade secret, Client shall (i) assert the confidential nature of the information to be disclosed, (ii) use reasonable efforts to obtain confidential treatment for any information so disclosed, including

without limitation cooperating with Chartwells in asserting grounds to seek such confidential treatment, (iii) immediately notify Chartwells in writing of the requirement, order, or request to disclose in advance of such disclosure in order to afford Chartwells the opportunity to determine whether the requested information is protected from disclosure and to assist in the Client's efforts to obtain confidential treatment of such Confidential Information and to enable Chartwells to contest disclosure if allowable, (iv) absent a non-appealable final order, decree or judgment of any court or governmental body having competent jurisdiction to the contrary, refrain from releasing Chartwells' information until at least seven (7) business days after the Client shall have provided Chartwells with advance written notice of such requirement, order, or request to disclose, so that Chartwells may take reasonable steps to preclude such disclosure, it being specifically understood that such notice must be provided not only upon the Client's receipt of a requirement, order, or request to disclose, but also upon the receipt of any appealable order, decree or judgment of any court or governmental body having competent jurisdiction directing the release of such information.

## **9. INDEPENDENT CONTRACTOR RELATIONSHIP**

It is mutually understood and agreed that an independent contractor relationship is hereby established under the terms and conditions of this Agreement.

## **10. EMPLOYEES**

It is mutually understood and agreed that employees of Chartwells are not nor shall they be deemed to be employees of Client and that employees of Client are not nor shall they be deemed to be employees of Chartwells. Chartwells' employees performing any work on the Premises shall be subject to the rules and regulations established by the Client as reasonable and necessary for its Premises, the Food Service Facilities, equipment, offices and utilities. Neither Party shall during the Term of this Agreement or for one (1) year thereafter solicit to hire, hire or contract with either Party's employees who manage any Services or who manage any employee or any other highly compensated employees, or any persons who were so employed by the other Party, whether at the Premises or at any other facility operated by the other Party ("Managerial Employees"), at any time within one (1) year prior to the termination or expiration of this Agreement, nor will the Client permit Managerial Employees of Chartwells to be employed on the Client's Premises, for a period of one (1) year subsequent to the termination or expiration of this Agreement (unless such employees were formerly employees of the Client) whether as an individual or as owner, partner, majority stockholder, director, officer or employee of a food service provider ("One-year Non-solicitation"). In the event of any breach of such One-year Non-solicitation, the breaching Party shall pay and the injured Party shall accept an amount equal to twice the annual salary of the relevant employee as liquidated damages.

## **11. POURING RIGHTS**

Chartwells understands that Client has entered into an exclusive pouring rights agreement with Pepsi for the provision of carbonated soft drinks, bottled waters, sports drinks, bottled iced teas, bottled iced coffees, bottled fruit juices and bottled fruit juice drinks, and any other similar beverage products (collectively the "Liquid Refreshments"). In such event and in the event Chartwells wishes to sell Liquid Refreshments or is required to provide Liquid Refreshments under the terms of this Agreement, Chartwells shall purchase such Liquid Refreshments only from Pepsi (or any subsequent vendor

designated by Client), and shall sell and distributed only such Liquid Refreshments as provided by Pepsi, and shall not permit signs or other advertisements for competitors of Pepsi. Liquid Refreshments does not include milk; alcoholic beverages; freshly brewed coffee or tea, whether dispensed from a vending machine; hot chocolate; non-bottled water; juice squeezed fresh; yogurt and ice cream drinks; soup and drink mixers for which Pepsi does not have a competing product. Nothing herein shall prohibit Chartwells from selling beverages other than Liquid Refreshments or obtaining such other beverages from sources other than Pepsi ("Other Beverages").

## **12. STUDENT WAGES**

If the Client has a student work program, the Client may assign such number of student workers as waiters, dishwashers, cleaning personnel and other kitchen help as the Client and Chartwells shall agree, subject to the following terms and conditions.

A. Chartwells shall have full supervision of all such student help in connection with their employment hereunder.

B. Chartwells shall be responsible for the complete training of student employees as it relates to their specific job duties, in particular student waiter/waitress staff.

C. Student employees shall be compensated at the minimum wage as is in effect from time to time, unless otherwise agreed by the Client and Chartwells. In the event the compensation payable to student employees is greater than the minimum wage in effect on the date hereof, the Client and Chartwells agree to renegotiate the charges for Services set forth herein.

## **13. CHARTWELLS' TITLE TO EQUIPMENT**

As noted above, Chartwells shall work with Client to conduct an annual inventory of all equipment being utilized in furtherance of the Services, including which party owns such equipment. All equipment, installed by Chartwells pursuant to the provisions of this Agreement is and shall at all times remain the property of Chartwells, with title vested in Chartwells. Client shall have no property interest in said equipment. Client agrees to permit only employees and agents of Chartwells to move, remove, open or tamper with the equipment of Chartwells.

## **14. PROPRIETARY MARKS**

The Client acknowledges that the names, logos, service marks, trademarks, trade dress, trade names and patents, whether or not registered, now or hereafter owned by or licensed to Chartwells or its affiliated and parent companies (collectively "Marks") are proprietary Marks of Chartwells. The Client will not use the Marks for any purpose except as expressly permitted in writing by Chartwells. Upon termination of this Agreement, the Client shall discontinue the use and display of any Marks and shall allow Chartwells to remove all goods bearing any Marks.

## **15. INFORMATION TECHNOLOGY SYSTEMS**

In connection with the Services being provided hereunder, Chartwells may need to operate certain information technology systems not owned by Client ("Chartwells Systems"), which may need to interface with or connect to Client's networks or information technology systems ("Client Systems"). Chartwells shall be responsible for all Chartwells Systems and Client shall be solely responsible for all Client Systems. Both Chartwells and Client will take necessary security and privacy protections on their respective systems.

Chartwells serves as the merchant-of-record for its credit or debit card transactions, and as such, Chartwells shall be solely responsible for the security of such transactions, even if such transactions are captured or routed through a Client network. Chartwells will be responsible for complying with all applicable laws and regulations and shall maintain the most current Payment Card Industry Data Security Standards (PCI DSS) related to the protection of cardholder data ("Data Protection Rules"). If Chartwells Systems interface with or connect to Client Systems, then Client agrees to implement, upon request from Chartwells, at Client's own expense, all changes to the Client Systems that Chartwells reasonably requests and believes are necessary or prudent to ensure compliance with the Data Protection Rules. Client will notify Chartwells if, based on the written review and assessment of the Qualified Security Assessor (QSA) contracted by Client for its compliance, certain changes to Client Systems should be made.

Chartwells will require its processors to provide written PCI DSS Attestation of Compliance (AOC) and a PCI DSS Self-Assessment Questionnaire (SAQ) annually. Chartwells acknowledges its primary responsibility for the security of cardholder data as defined within PCI DSS. Chartwells acknowledges and agrees that cardholder data may only be used for completing the Services, or as required by the PCI DSS, or as required by applicable law. All cardholder data shall be encrypted while in transit, and at no time will such cardholder data be accessible to Client.

Client requires that all network implementations used in conjunction with the PCI environment be reviewed and approved by Client. Chartwells assumes all responsibility for the installation, subsequent moves, and ongoing operation of its equipment located at Client Premises.

In the event of a breach or intrusion or otherwise unauthorized access to cardholder data stored by or for Chartwells, Chartwells shall promptly notify Client's Risk Management department and shall reasonably cooperate with Client, with payment card companies, acquiring financial institutions and their respective designee's to investigate failure in compliance with PCI standards.

In the event of a breach or intrusion or otherwise unauthorized access to cardholder data stored by or for Chartwells, Chartwells shall be responsible for all costs related to remediating such breach or intrusion or unauthorized access to cardholder data entrusted to Chartwells. Chartwells agrees to assume responsibility for informing all impacted individuals in accordance with applicable law and to defend, indemnify and hold Client and its officers, employees and agents harmless from and against any claims, damages or other harm related to such PCI breach.

## **16. EXCUSED PERFORMANCE**

In the event that performance of any terms or provisions hereof (other than obligations to make payments that have become due and payable pursuant to this Agreement) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either

local, state, or federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, Acts of God, pandemic, epidemic, or any other reason whatsoever which is not within the control of the Party whose performance is interfered with and which, by the exercise of reasonable diligence said Party is unable to prevent, the Party so suffering may at its option suspend, without liability, the performance of its obligations hereunder during the period such cause continues and may extend the Term of this Agreement for the period of such suspension of the performance of duties hereunder.

## **17. LOSS PREVENTION AND CAMERA TECHNOLOGY**

A. Chartwells will have the right at Chartwells' expense to implement security measures and security systems as it deems necessary, including, but not limited to, employing a loss prevention manager on-site at the Premises. Client agrees to cooperate with Chartwells in connection with Chartwells' implementation of such systems, including, but not limited to, providing permission for Chartwells to install equipment related to such systems at the Client's Premises.

B. Chartwells may in its reasonable discretion install camera technology to enhance security. Cameras will be purchased and installed by Chartwells at its sole cost and expense unless otherwise provided herein, and will be removed from the Premises by Chartwells upon termination or expiration of this Agreement. In the event of such installation, Chartwells will advise Client and Client will reasonably cooperate with Chartwells by allowing Chartwells reasonable access to the Premises to install and remove the cameras.

## **18. ASSIGNMENT**

Neither Chartwells nor Client may assign or transfer this Agreement, or any part thereof, without the written consent of the other Party, except the Parties may assign this Agreement to an affiliated company or wholly owned subsidiary without prior approval and without being released from any of their responsibilities hereunder.

## **19. ENTIRE AGREEMENT AND WAIVER**

This Agreement constitutes the entire Agreement between the Parties with respect to the provision of Chartwells' Services and supersedes all other written or oral understandings or agreements between the Parties with respect to the provision of Chartwells' Services on the Premises. No variation or modification of this Agreement or attached Exhibits and no waiver of their provisions shall be valid unless in writing and signed by the duly authorized officers of Chartwells and Client.

## **20. SEVERABILITY**

Each term and condition, article, paragraph and subparagraph of this Agreement and any portion thereof, will be considered severable. If, for any reason, any portion of this Agreement is determined to be invalid, contrary to or in conflict with any applicable present or future law, rule or regulation in a final ruling issued by any court, agency or tribunal with valid jurisdiction, that ruling will not impair the operation of or have any other effect upon, any other portions of this Agreement; all of which will remain binding on the Parties and continue to be given full force and effect.

## 21. NOTICES

Any notice or communication required or permitted to be given hereunder shall be in writing and delivered personally, by overnight courier, by facsimile or by United States certified mail, postage prepaid with return receipt requested, addressed to the Parties as follows or to such other persons or places as either of the Parties may hereafter designate in writing. Such notice shall be effective when received or on the date of personal or courier delivery or on the day of deposit in the United States mail as provided above, whichever is earlier. Rejection or other refusal to accept such notice shall not affect the validity or effectiveness of the notice given.

To Client:                   Oakland University  
                                  Attn: University Housing  
                                  159A Vandenberg Hall  
                                  Rochester, Michigan 48309

To Chartwells:           Compass Group USA, Inc. d/b/a Chartwells  
                                  Attention: CEO  
                                  2400 Yorkmont Road  
                                  Charlotte, North Carolina 28217  
                                  Facsimile No. (704)329-4010

with a copy to:         Compass Group USA, Inc.  
                                  Attention: General Counsel  
                                  2400 Yorkmont Road  
                                  Charlotte, North Carolina 28217  
                                  Facsimile No. (704) 329-4010

## 22. SIGNATURES

Agreement to, and acceptance of, this Agreement may be made and evidenced by facsimile signature or in an electronic form evidencing signatures of both parties hereto. This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute but one and the same original document.

## 23. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Michigan, without giving effect to its choice of law principles.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the day and year first above written.

Oakland University

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

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

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

Name: \_\_\_\_\_

Name: Eva Wotjalewski

Title: \_\_\_\_\_

Title: Chief Executive Officer

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

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

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**EXHIBIT A**  
**FINANCIAL ARRANGEMENTS**

**A. Cost Reimbursable Basis**

(1) Chartwells shall provide the services hereunder on a Cost Reimbursable basis whereby Chartwells shall be reimbursed for the Chartwells Costs of Business, as defined herein. Client shall pay all of the Client Costs of Business, as defined herein.

(2) Client shall pay to Chartwells an amount equal to Chartwells' Cost of Business. Costs of Business shall be determined on an accrual basis and shall consist of the sum of the following items, namely:

(i) The costs of all Chartwells labor performing services with respect to this Agreement, either on a full time or part time basis, including but not limited to wages (including overtime), salaries, vacation pay, holiday pay, Workmen's Compensation Insurance premiums or costs, unemployment insurance, F.I.C.A., group insurance premiums, payroll taxes, severance pay, travel expenses concerning this Agreement, regular health examination cost, pension cost, salary personnel Thrift Plan cost, employee meals, approved bonuses, sick pay, benefits and related costs and other similar costs; and

(ii) The costs of all Products, merchandise, materials, and supplies incurred with respect to this Agreement; and

(iii) The costs of all other operating expenses, including but not limited to such operating expenses as, liability insurance; vehicle expense; computer lease; computer access charges; bank charges; cellular and long distance telephone; VPN corporate access charge; e-mail account charge; expendable equipment; taxes; licenses; permits; amortization of investments as set forth further below; parts and equipment and maintenance and rental thereof; small equipment rentals; postage; special security costs; and other similar cash losses or disappearances incurred by Chartwells on the Premises not involving Chartwells employees or agents.

(3) In the event of a change in social security taxes or the federal or state unemployment taxes, or in the event of an imposition of new federal, state, or local payroll based taxes, or in the event of an increase in the minimum wage rate or the enactment of any "living wage" or similar laws by any governmental entity, or an increase in costs of employee benefits, whether as a result of a change in federal, state or local laws or a federal, state or local legislative or regulatory mandate, the foregoing Costs of Business shall be changed by the projected change in costs to Chartwells from the date such change occurs. Notwithstanding the foregoing definition of Costs of Business, in the event that a determination has been made by the appropriate governmental authority prior to the date of this Agreement that any payment, either in part or in full, paid by the Client pursuant to this Agreement, is subject to any sales tax or any similar tax, the full amount of such tax and any interest and/or penalties with respect thereto concerning such payment shall be a Cost of Business; and in the event that a determination is made during the term of this Agreement or after the term of this Agreement by the appropriate governmental authority that any payment, either in part or in full, paid by the Client pursuant to this Agreement, is subject to any sales tax or any similar tax, the full amount of such tax, together with any interest and/or penalties with

respect thereto concerning such subsidy, shall be a Cost of Business and shall immediately, upon receipt of an invoice from Chartwells therefore, be reimbursed by Client to Chartwells, notwithstanding the year in which such determination is made. The Client shall, in addition, from the time of such determination forward, pay such tax to Chartwells in the same manner as all other Costs of Business.

(4) Client acknowledges that Chartwells' responsibilities itemized in Exhibit B shall be performed by Chartwells on behalf of the Client as part of the cost reimbursable financial model. Chartwells shall bill the Client on a monthly basis for costs incurred in performing responsibilities itemized in Exhibit B

**B. Unused Meal Plan Dollars**

Any meal plan dollars left over at the end of a semester or academic year will not be credited to the student but will be credited to Client.

**C. Prior Investments**

Chartwells previously provided Client with signing bonuses, a rebate and investment funds in the total collective amount of Thirteen Million Five Hundred Forty-Five Thousand Dollars (\$13,545,000) (collectively the "Prior Investments"). As of June 30, 2026, One Hundred Forty-Three Thousand Six Hundred Ninety-Four and 84/100 Dollars (\$143,694.84) of the Prior Investments remains unspent (the "Unspent Prior Investment"). As of June 30, 2026, the unamortized balance of the Prior Investments is Four Million Nine Hundred Forty-Eight Thousand Seven Hundred Fifty-Three and 88/100 Dollars (\$4,948,753.88). This amount does not include the portion of amortization which occurred during the Suspension Period, which is being addressed separately, as set forth in Section D, below. Chartwells has been amortizing the Prior Investments on a straight-line basis. The Parties agree that the Unspent Prior Investment shall be applied in full to the unamortized balance as of July 1, 2026, thereby reducing the unamortized balance in equal measure. The Parties further agree that within thirty (30) days of the execution of this Agreement, Client shall pay Chartwells Two Million Four Thousand Sixty-Nine and 60/100 Dollars (\$2,004,069.60) of the unamortized balance (the "Partial Amortization Payment"). Chartwells shall thereafter amortize the remaining Two Million Eight Hundred Thousand Nine Hundred Eighty-Nine and 44/100 Dollars (\$2,800,989.44) on a straight-line basis from July 1, 2026, through June 30, 2031, below the line and not as a reimbursable cost of business. Client shall hold title to items funded by the Prior Investments. If this Agreement expires or is terminated for any reason prior to the full amortization of the Prior Investments, Client shall bear no responsibility for the unamortized portion of the Prior Investments.

**D. Suspension Period Payment**

Chartwells and Client were previously parties to that certain Food Services Agreement made and entered into on July 1, 2015 (the "Prior Agreement"). As a term of that Prior Agreement, and as set forth in Amendment Seven to the Prior Agreement, the Parties agreed to a Suspension Period from August 1, 2020, through July 31, 2021, wherein payment of certain contractual payments would be suspended as a result of the then-ongoing COVID-19 Pandemic. As part of the terms affecting the Suspension Period, the Parties further agreed that Chartwells was authorized to invoice the monthly amortization/depreciation in the amount of \$52,402.38 per month for Chartwells' Investments during the Suspension Period, provided

that Client would not owe the final amount until the expiration of termination of the Agreement, in one lump sum. The final sum of the monthly amortization/depreciation of the Chartwells' Investments during the Suspension Period was Five Hundred Ninety-Five Thousand Nine Hundred Thirty Dollars and 40/100 (\$595,930.40) (the "Suspension Period Payment"). The Parties now acknowledge and agree that Client shall pay the Suspension Period Payment to Chartwells on or before July 31, 2026. For the avoidance of doubt, the unamortized balances of the Chartwells' Investments as of June 30, 2026, as set forth in Section C above, are exclusive of, and do not include the Suspension Period Payment sum.

#### **E. Credit Terms**

All amounts due to Chartwells shall be paid within thirty (30) days of the invoice date or will be considered past-due. Chartwells may deduct and offset against any amounts due to the Client, including, without limitation, commission payments, any amounts due and payable from the Client to Chartwells under this Agreement. With the exception of invoices for catering, which may be paid by credit card, all payments to Chartwells will be made by check or electronic funds transfer. Past-due amounts due to Chartwells will be subject, at Chartwells' option, to a service charge of up to 1.5% per month of the unpaid balance. All costs of collection of past-due amounts including, but not limited to, reasonable attorneys' fees and costs, shall be chargeable to and paid by the Client.

#### **F. Catering**

Chartwells shall provide catering services to Client on a non-exclusive basis for on and off Premises events, as requested. Financial arrangements shall be negotiated by the Parties on an event-by-event basis. Chartwells shall invoice Client for the catering services and Client shall pay said invoice within ten (10) days of receipt.

Client will indemnify Chartwells for any loss or damages arising out of a third-party caterer's use of Food Service equipment or Facilities. All Facilities and equipment used by a third-party caterer shall be returned to Chartwells in the original condition in which it was found so as not to unreasonably interfere with Chartwells' performance under this Agreement. Catering performed for a third-party customer shall require a fifty percent (50%) deposit upon booking with the remaining fifty percent (50%) due the day of the event.

#### **G. Payroll - T & B Rates**

A flat charge of 43.51% of gross payroll will be charged to cover payroll taxes and employee benefit costs. Such costs include medical plans, life insurance, FICA, FUI, SUI, Workers' Compensation insurance, state disability insurance, 401(k) and payroll and benefit plan preparation and processing, and costs imposed due changes in any federal, state or local law including regulatory or legislative mandates, and legal costs. This rate may change as benefit, tax and other associated costs change.

#### **H. Volume Allowances/Discounts**

Client accepts that Chartwells or its parent company, Compass Group USA, Inc. ("Compass") may receive volume, trade or cash discounts for items purchased as part of doing business at University/College and that those discounts will accrue to Chartwells and/or Compass and will not be

credited back to Client. Client understands that certain charges reflected on the Profit and Loss statement are based on a portion of overall company expenses.

**I. Early Termination Fee**

The Parties acknowledge and agree that Chartwells has committed significant resources to provide the Services set forth herein, with the expectation of earning a reasonable return over the life of this Agreement. If the Agreement is terminated for any reason prior to June 30, 2031, the Parties understand that Chartwells will not recognize such full value and will incur financial losses directly attributable to such early termination. As such, if this Agreement is terminated for any reason prior to June 30, 2031, Client is liable for and agrees to pay Chartwells an early termination fee as set forth in Exhibit A-1 (the "Early Termination Fee"). Such Early Termination Fee shall be paid immediately upon early termination. The Parties hereby confirm that Chartwells has relied upon such Early Termination Fee as a key term in offering in its Services, and the Parties agree such Early Termination Fee is an attempt to fairly compensate Chartwells for financial losses directly caused by any early termination and is not a penalty.

**J. Termination**

In the event of termination for any reason, in addition to the Early Termination Fee set forth in Section I, above, all amounts outstanding shall become due and payable to Chartwells immediately upon termination.

*[Remainder of page intentionally left blank.]*

**EXHIBIT A-1**  
**EARLY TERMINATION FEE**

<b>Termination Date Range</b>		<b>\$</b>	<b>2,600,000</b>
7/1/2026	7/31/2026	\$	2,556,667
8/1/2026	8/31/2026	\$	2,513,333
9/1/2026	9/30/2026	\$	2,470,000
10/1/2026	10/31/2026	\$	2,426,667
11/1/2026	11/30/2026	\$	2,383,333
12/1/2026	12/31/2026	\$	2,340,000
1/1/2027	1/31/2027	\$	2,296,667
2/1/2027	2/28/2027	\$	2,253,333
3/1/2027	3/31/2027	\$	2,210,000
4/1/2027	4/30/2027	\$	2,166,667
5/1/2027	5/31/2027	\$	2,123,333
6/1/2027	6/30/2027	\$	2,080,000
7/1/2027	7/31/2027	\$	2,036,667
8/1/2027	8/31/2027	\$	1,993,333
9/1/2027	9/30/2027	\$	1,950,000
10/1/2027	10/31/2027	\$	1,906,667
11/1/2027	11/30/2027	\$	1,863,333
12/1/2027	12/31/2027	\$	1,820,000
1/1/2028	1/31/2028	\$	1,776,667
2/1/2028	2/29/2028	\$	1,733,333
3/1/2028	3/31/2028	\$	1,690,000
4/1/2028	4/30/2028	\$	1,646,667
5/1/2028	5/31/2028	\$	1,603,333
6/1/2028	6/30/2028	\$	1,560,000
7/1/2028	7/31/2028	\$	1,516,667
8/1/2028	8/31/2028	\$	1,473,333
9/1/2028	9/30/2028	\$	1,430,000
10/1/2028	10/31/2028	\$	1,386,667
11/1/2028	11/30/2028	\$	1,343,333
12/1/2028	12/31/2028	\$	1,300,000

1/1/2029	1/31/2029	\$	1,256,667
2/1/2029	2/28/2029	\$	1,213,333
3/1/2029	3/31/2029	\$	1,170,000
4/1/2029	4/30/2029	\$	1,126,667
5/1/2029	5/31/2029	\$	1,083,333
6/1/2029	6/30/2029	\$	1,040,000
7/1/2029	7/31/2029	\$	996,667
8/1/2029	8/31/2029	\$	953,333
9/1/2029	9/30/2029	\$	910,000
10/1/2029	10/31/2029	\$	866,667
11/1/2029	11/30/2029	\$	823,333
12/1/2029	12/31/2029	\$	780,000
1/1/2030	1/31/2030	\$	736,667
2/1/2030	2/28/2030	\$	693,333
3/1/2030	3/31/2030	\$	650,000
4/1/2030	4/30/2030	\$	606,667
5/1/2030	5/31/2030	\$	563,333
6/1/2030	6/30/2030	\$	520,000
7/1/2030	7/31/2030	\$	476,667
8/1/2030	8/31/2030	\$	433,333
9/1/2030	9/30/2030	\$	390,000
10/1/2030	10/31/2030	\$	346,667
11/1/2030	11/30/2030	\$	303,333
12/1/2030	12/31/2030	\$	260,000
1/1/2031	1/31/2031	\$	216,667
2/1/2031	2/28/2031	\$	173,333
3/1/2031	3/31/2031	\$	130,000
4/1/2031	4/30/2031	\$	86,667
5/1/2031	5/31/2031	\$	43,333
6/1/2031	6/30/2031	\$	(0)

**EXHIBIT B**

**RESPONSIBILITY SUMMARY**

	<b><u>CHARTWELLS</u></b>	<b><u>CLIENT</u></b>
<b>SECTION 1. FOOD</b>		
Food Purchasing	X	
Processing of Invoices	X	
Payment of Invoices	X	
<b>SECTION 2. NON-MANAGEMENT LABOR</b>		
Payment of regular full-time salaries	X	
Payment of student (part-time) salaries (if through University Work Study Program)	X	X
Payment of sick leave pay earned after Chartwells starts services	X	
Payment of holiday pay	X	
Payroll taxes	X	
Fringe benefits and insurance	X	
Preparation of payroll	X	
Processing of payroll	X	
Training and development cost	X	
<b>SECTION 3. MANAGEMENT</b>		
Salaries	X	
Taxes, fringe benefits and insurance	X	
District and regional management costs	X	
Management relocation	X	
<b>SECTION 4. ADDITIONAL ITEMS</b>		
Telephone local		X
Telephone long distance	X	
Removal of trash and garbage from kitchen	X	
Payment for the removal of trash and garbage from Premises		X
Depreciation of equipment and investment	X	
Replacement of china, glass, flatware		X
Initial inventory of dishes, silverware, and other foodservice equipment		X
Replacements of expendable equipment (pots, pans, etc.)		X
Repair to infrastructure (vents to outside, gas line)		X
Cost of repairing equipment	X	X
Fire insurance		X
Products and public liability insurance	X	
Gas and electric utilities metered to foodservice		X

**EXHIBIT B**

**RESPONSIBILITY SUMMARY**

	<b><u>CHARTWELLS</u></b>	<b><u>CLIENT</u></b>
<b>SECTION 5. SUPPLIES</b>		
Detergent	X	
Paper supplies	X	
Postage	X	
Taxes/licenses	X	
Pest control	X	
Laundry	X	
Uniforms	X	
Menu paper	X	
<b>SECTION 6. SALES AND USE TAX</b>		
Sales & Use Tax on cash sales and purchases from Service vendor	X	
Sales & Use Tax on Board Plan and declining balance		X
<b>SECTION 7. CLEANING</b>		
Equipment and hoods within arms' reach	X	
Vent from hoods to outside		X
Floors in food storage and food preparation areas	X	
Floors in dining areas		X
Walls up to 6 feet	X	
Walls above 6 feet		X
Ceilings and fans		X
Light Fixtures		X
Tables and Chairs	X	
Locker Rooms (foodservice associates)	X	
Public Restrooms		X
<b>SECTION 8. SERVICES</b>		
Bussing of dishes from tables in cafeteria, i.e., Self-bussing	X	
Banking receipts	X	

**EXHIBIT C**

**Service Locations and Hours Of Operation**

**[TBD]**

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**EXHIBIT D**

**Chartwells Assumptions**

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