



BOARD OF SUPERVISORS OF LOUISIANA STATE
UNIVERSITY
AND AGRICULTURAL AND MECHANICAL COLLEGE, PARISH OF
EAST BATON ROUGE

**AGREEMENT FOR MANAGEMENT OF CONCESSION SERVICES
LSU ATHLETIC VENUES AND EVENTS**

This Agreement ("Agreement") is made and entered into by and between **BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE** (hereinafter referred to as "LSU" or "University"), a public constitutional corporation organized and existing under the laws of the State of Louisiana and **ARAMARK SPORTS AND ENTERTAINMENT SERVICES, LLC**, a Delaware limited liability company located at 1100 Market Street, Philadelphia, PA 19107 (hereinafter referred to as "Supplier").

ARTICLE I
TERM

- 1.0 The term of this Agreement shall be for ten (10) years, commencing on July 6, 2017 ("Begin date") and ending on the day immediately preceding the tenth (10th) anniversary of the Begin date ("End date"). This Agreement may be extended for two (2) additional five (5) years terms for a total of up to a twenty (20) year agreement, subject to the mutual Agreement of LSU and Supplier.

The initial term of the agreement is intended to allow for transition from the existing contract. Transition to occur on contract "Begin date", with operations commencing on July 1, 2017. Please see Exhibit A Transition Timeline.

ARTICLE II
SCOPE OF SERVICES

- 2.0 The Supplier is to provide LSU the following services at the locations listed below in Baton Rouge, Louisiana: provide Concessions for all scheduled intercollegiate Athletic Events at the LSU Athletic Facilities listed below. The Supplier is not the exclusive caterer for events held at Athletic Facilities. The Supplier may have the opportunity to cater tailgate parties, recruiting events, etc., that occur at Athletic Facilities, but the Supplier does not have exclusivity over these catering services.

The Supplier must collaborate with the LSU Athletics Department to determine mutually agreed upon areas of the campus that will serve as satellite locations on football game days. Supplier shall provide Concessions at the Athletic Facilities listed below (additional detail is included in Exhibit B):

Tiger Stadium
Alex Box Stadium
Pete Maravich Assembly Center
Bernie Moor Track Stadium
Carl Maddox Field House
LSU Soccer Stadium
LSU Softball Stadium (Tiger Park)
LSU Tennis Complex
Future LSU Beach Volleyball Facility

ARTICLE III **SUPPLIER OBLIGATIONS**

3.0 Supplier agrees to provide the following at a minimum:

3.1 Supplier Reporting and Review Responsibilities

- 3.1.1 Supplier will furnish the University with all requested daily/weekly/monthly/annual reports to transactions, sales, etc. and other pertinent information as requested; provided, however, University gives Supplier reasonable prior written notice of all requests. Monthly financial reports, as required by the University, will be delivered electronically to the University on or before an agreed upon date of the following monthly accounting term.
- 3.1.2 Supplier shall submit an operating budget via an approved format for University approval four months prior to the beginning of each Agreement Year, for every year during the term of the Agreement. For the first year of the agreement, Supplier shall submit an operating budget on or before July 1, 2017.
- 3.1.3 Supplier shall provide the University with a sales report within 72 hours following each home football game. For all other sporting events, Supplier shall provide the University a monthly sales report within five (5) days following the end of a month. The monthly sales report must detail each sport's sales and not just the sales for the venue.
- 3.1.4 Supplier shall provide to the University, in a format directed by the University, a written summary of each sports season within one (1) month following the completion of a season.
- 3.1.5 Supplier and the University shall inventory all Equipment, Leasehold Improvements, uniforms and Smallwares on an annual basis to determine what replacements and repairs

are required, and to adjust the asset schedule accordingly.

- 3.1.6 Supplier must participate in quarterly, semi-annual, or annual reviews that are requested by the University. The University will provide at least a 30 days' notice for quarterly, semi-annual, or annual review.

3.2 Supplier TigerCASH Responsibilities

- 3.2.1 Supplier shall support and participate in the TigerCASH program at Concessions stands designated by the University, including without limitation, providing and maintaining the readers necessary to accept TigerCASH and interact with the University's business transactions system in a secure manner.
- 3.2.2 During the term of this Agreement, the Supplier agrees to pay a Service Charge equal to 3% of Gross TigerCASH Debit Card transaction sales at the Supplier's location.
- 3.2.3 Supplier shall submit a detailed monthly invoice, to be verified by the University, before a payment is made.

3.3 Supplier Food Prices, Menu Requests, and Food Offerings

- 3.3.1 Requests by Supplier for initial prices or to increase or decrease retail prices for food and beverages offered by the Supplier must be made to the University at specified dates to be established for each Athletic Venue. Initial price requests must be sent to the University at least thirty (30) days prior to the start of a sports season.
- 3.3.2 Supplier shall provide initial menu requests to the University at least thirty (30) days prior to the start of a sports season. The University reserves the right to reject any menu option; however, the University shall not unreasonably withhold or delay such menu approval and implementation.
- 3.3.3 Supplier shall use its best faith efforts to comply with all applicable provisions of the University's sponsorship agreement with Coca-Cola Bottling Company Agreement Requirements. Further detail located in Exhibit C.
- 3.3.4 Supplier shall comply with University diverse food offering requirements.
- 3.3.5 Supplier shall be solely responsible for the determination of the quantity and brand of alcoholic beverages to be sold at the Facility.

3.4 Supplier Maintenance Responsibilities

- 3.4.1 Supplier shall maintain all assigned areas and areas adjacent to such assigned areas (including the space within a 10-foot radius of each area) including without limitation, concession stands, bars, buffets, pantries, vending areas, condiment stands, kitchens and storage and prep areas, in a clean, sanitary, and orderly fashion.
- 3.4.2 Supplier shall provide as-needed basic janitorial services before, during and after event within a 10-foot radius around concession stands and in kitchen and pantries. Any pest control services that exceeds the regularly scheduled maintenance provided by University, requested by the Supplier will be the responsibility of the Supplier.
- 3.4.3 Supplier shall provide trash receptacles within the assigned areas. Supplier shall deposit in receptacles all waste, garbage and refuse which shall accumulate in areas assigned and maintained by the University and shall keep the stands, kitchens, dining rooms, store rooms, and other areas and space allotted to it in the same condition as provided on the Begin date.
- 3.4.4 Supplier shall be responsible for removal of all trash receptacles within assigned areas to centralized designated trash locations. Supplier shall take all trash and garbage from all Supplier areas to the designated dumpster or recycling areas. Proper containers shall be used to transport post event products for disposal to prevent spillage on walkways and concourses.
- 3.4.5 Supplier shall provide and maintain without cost to the University all of Supplier Equipment such as, but not limited to, Smallwares, and uniforms responsibly necessary to conduct the Foodservice operations. The Supplier's Equipment and uniforms shall be mutually agreed upon by the University and Supplier.
- 3.4.6 Supplier shall maintain without cost to the University all of Supplier's Equipment and Capitol Investment, in the same condition as Supplier's Equipment and Capitol Investment were on the Begin date.
- 3.4.7 Supplier shall comply with and observe all (i) applicable federal, state (including without limitation, any state alcoholic beverage laws) and local laws, ordinances, rules, regulations, codes (including without limitation, any applicable health, safety or fire codes) administrative interpretations, and all rules or regulations imposed by governing body of the University (collectively, "Applicable

Laws”) and (ii) University standards, policies, procedures or codes of conduct as such standards, policies, procedures or codes of conduct may be reasonably modified from time to time (collectively, “University Policies”), as to sanitation, the purity of food and beverages, recycling or otherwise relating to its operation under this Agreement; provided that the University has provided Supplier a copy of said University Policies in advance.

3.4.8 Supplier shall obtain and pay for all preventative maintenance plans for all Foodservice Equipment approved by the University; provided, however, that the University may require the use of its in-house maintenance staff for equipment repairs and maintenance if it is in the Foodservice operations best interest, in which case the Supplier shall reimburse the University for (i) any undisputed reasonable out-of-pocket expenses incurred by the University relating to such maintenance; or (ii) the undisputed reasonable cost of such maintenance services performed by the University on behalf of the Supplier, as the case may be. In the event University uses its in-house maintenance staff for equipment repairs and/or maintenance where Supplier is required reimburse University, University shall provide prior notice of said repair and/or maintenance. University shall bill Supplier at the end of the applicable month for repair and/or maintenance performed during such month. University’s invoices shall describe the repair and/or maintenance performed in such detail as Supplier may require. Supplier shall pay University’s invoices within forty-five (45) days after Supplier’s receipt of a properly prepared invoice.

3.4.9 The Supplier shall provide a preventative maintenance schedule for all concession stands and occupied areas of Athletics Facilities.

3.5 Supplier Key Performance Indicators:

3.5.1 Supplier will provide performance reports as agreed upon with the University to monitor customer satisfaction and other priority areas. The customer satisfaction surveying will occur on up to four (4) occasions throughout a fiscal year with reports coming before the end of the same fiscal year.

3.5.1.1 The University has the right to hire an independent 3rd party to conduct customer satisfaction surveys.

3.5.1.2 The university will collaborate with Supplier to determine a mutually agreeable survey format.

- 3.5.2 Supplier Standard of Performance and General Policy. Supplier acknowledges that it is University's intent that the Services to be provided by Supplier under this Agreement shall be of the highest quality reasonably attainable so as to promote and enhance the operation of the Facilities. Accordingly, Supplier agrees to provide the Services for the benefit of University in accordance with the Key Performance Indicators which have been agreed to by the Parties and attached hereto as Exhibit D (the "**Key Performance Indicators**"), including any penalty for failure to provide the Services in accordance with the Agreement. Any changes, amendments or modifications to the Key Performance Indicators shall be made in writing only with the prior concurrence of University and Supplier. Any penalty for failure to provide the Services in accordance with the Agreement shall be paid by Supplier to the scholarship fund outlined in Section 21.6.
- 3.5.3 The Key Performance Indicators in Exhibit D have been agreed to by the Parties and incorporated herein by reference. Accordingly, University and Supplier will utilize the following Key Performance Indicators as a matter of general policy:
- 3.5.3.1 Revenue Generation – Supplier shall utilize a per cap increase using methods other than price increases. Per cap will be calculated only on historical athletic events and exclude special events. Evaluation and payment of associated fees will be annually.
- 3.5.3.2 Fan Experience – Supplier shall provide superior fan experience and customer service. The fan experience will be measured by a customer satisfaction (related to food and beverage) service score using a mutually agreed upon survey to include voice of consumer, emailed fan survey, independent mystery shop program and the results of said survey will be used to establish baseline benchmark for survey with annual review.
- 3.5.3.3 Innovation (Analytics) – Supplier shall use data analytics and business intelligence to support decision making related to product selection, offerings and pricing. The foregoing shall be measured by Supplier providing evidence of use of analytics used in decision making related to product selection, offerings, and pricing recommendations. Data from POS, Fan feedback and other analytics to be reviewed annually during business reviews.

3.5.3.4 Innovation (Menu and Food Products) – Supplier shall implement menu innovation by introducing new products to offer continued variety. Supplier shall focus attention on incorporating flavors from Louisiana cuisine. The foregoing shall be analyzed by the units sold each year to determine what products should stay on the menu and what needs to be removed, culinary planning to present new menu items each season based on national and current trends, and by reviewing new menu targets annually.

3.5.3.5 Food Quality – Supplier shall implement a survey scored for baseline in food quality which captures the voice of consumer and Supplier shall email fan surveys with regards to food quality which shall be reviewed and evaluated annually.

3.6 Supplier Personnel Requirements

3.6.1 Supplier shall be required to provide all management and other personnel necessary for performance of its rights and obligations under the Agreement at its own expense and at no cost to the University. Employment conditions governing Supplier employees shall be as determined by Supplier.

3.6.2 Supplier shall conduct and possess a current background check on all employees, whether full or part-time. A deficiency shall result if an employee of the Supplier cannot produce a background check for the employee or the employee does not pass a background check. This may result in the removal of the employee from LSU.

3.6.3 The University reserves the right to request immediate removal of any personnel for conduct which is determined to be not in the best interest of the University subject to Supplier's Termination policy and procedure provided that such termination is in accordance with all applicable laws and any collective bargaining agreements.

3.6.4 Supplier shall provide a letter certifying that criminal history checks have been conducted on all employees providing service, as well as requiring that Non-profit Organizations have proper background certifications. As team members are added throughout Agreement term, an updated letter must be provided. An updated letter will be required every

year, at Agreement extension, for all team members, and any additional staff members that may be used. The criminal history check information must be maintained on file by the Supplier, and LSU reserves the right to request copies of the criminal history checks at any time. The Supplier shall be required to adhere to all University policies. All Supplier employees shall wear identification tags provided by Supplier.

3.6.5 None of the work or services covered by this Agreement shall be subcontracted without prior approval of University. Supplier may, at its expense and with University approval adopt a program to enter into subcontract arrangements with various local community service clubs and other non-profit organizations to staff certain concession stands at athletic events. Such approval shall not be unreasonably withheld by the University, and communication of the University's final decision will be communicated to Supplier within seven days. In the event that approval is not given with seven days, proposed subcontract will be deemed approved by University. Supplier will ensure any representatives of such clubs and organizations will be suitably uniformed, trained and supervised in accordance with the requirements otherwise imposed hereunder on Aramark with regard to its employees.

3.6.6 Subcontracting of certain menu items may be permitted as the University has interest in offering "brand name" products at its events. Subcontractors are subject to the approval of University before such an assignment may be made and must agree to comply with the terms and conditions of the Agreement between the University and Supplier. Such approval shall not be unreasonably withheld by the University, and communication of the University's final decision will be communicated to Supplier within seven days. In the event that approval is not given with seven days, proposed subcontractor will be deemed approved by University. Supplier will control the hiring of Subcontractors with University approval and will be responsible for their actions and operations. The University reserves the sole right to reject any and all Subcontractors.

3.7 Other Supplier Requirements

3.7.1 Supplier is required to attend all operations meetings leading up to an event. For home football games, meetings are usually held on the Thursday morning before the game. For other sports, operational meetings are not consistently held for each home event.

3.7.2 Upon approval from Supplier, which said approval shall not

be unreasonably withheld, Supplier will give the University access to all concessions stands should the University need the space for non-athletic events not being operated by Supplier. The University shall communicate the need to access and use concession stands no less than seven days prior to the commencement of the event. The University will leave the concession stand in the same conditions as found.

- 3.7.3 Supplier is required to gain approval from the University for all portable and satellite locations used within and outside of athletic facilities. The University shall not unreasonably withhold or delay such approval and implementation. Communication of the University's final decision will be communicated to Supplier within seven days.
- 3.7.4 Supplier is required to follow all event sign in procedures as required by the University for Athletic Events. The University will provide Supplier with the approved procedures no less than seven days prior to the first event of each athletic year.
- 3.7.5 Supplier shall provide a performance and payment bond acceptable to LSU which shall secure the full performance of all obligations imposed on Supplier pursuant to this Agreement. At all times during this Agreement, the performance bond shall be in an amount of \$1,500,000 or at least equal to 75% of the Guaranteed Minimum Financial Payment or whichever is greater.
- 3.7.6 The performance bond is to be written by a surety or insurance company licensed to do business in the State of Louisiana and currently on the U.S. Department of Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register or by a Louisiana domiciled insurance company with at least an A- rating in the last printing the A.M. Best's Key Rating Guide to write individual bonds up to ten percent (10%) of policyholders surplus as shown in the A. M. Best's Key Rating Guide.
- 3.7.7 As an option to the requirement for a performance bond, the University will consider an irrevocable letter of credit in the amount of \$1,500,000 or at least equal to 75% of the Guaranteed Minimum Financial Payment or whichever is greater. The letter of credit is to be in a form reasonably acceptable to University and shall be issued by a FDIC or FSLIC insured financial institution.

ARTICLE IV **UNIVERSITY OBLIGATIONS**

- 4.0 University agrees to provide the following at a minimum :

4.1 University Reporting and Review Responsibilities

- 4.1.1 The University will provide at least a 30 days' notice for quarterly, semi-annual, or annual business reviews.
- 4.1.2 University will conduct all operation meetings leading up to an event. For home football games, meetings are usually held on the Thursday morning before the game. For other sports, operational meetings are not consistently held for each home event.

4.2 University TigerCASH Responsibilities

- 4.2.1 The University will act as the agent for Supplier in collecting sales proceeds from the use of Tiger Cards for purchases.
- 4.2.2 The University will transfer payments on a monthly basis, on or before the 30th day of each month for the prior month's purchases, for the TigerCASH transactions attributable to the Supplier, less the Service Charge.

4.3 University Approval Requirements

- 4.3.1 The University will review retail price requests in a timely manner and will evaluate on the basis of thoroughly documented need provided by the Supplier. The University reserves the right to reject retail price increases or decreases, however, the University shall not unreasonably withhold or delay such pricing approval and implementation. No prices of food and beverages and other items for sale at the Premises or pursuant to this Agreement may be increased or decreased without the consent of the University.
- 4.3.2 The University will approve, said approval shall not be unreasonably withheld, all plans and specifications for additions, alterations, and improvements prior to installation of any work, and all such work will be performed to the approval of the University's Office of Facility Services.

4.4 University Maintenance Requirements:

- 4.4.1 The University shall provide trash receptacles in the public areas of the facilities and the areas outside of the facilities. The removal of the dumpster and recyclables from the facilities shall be arranged and paid for by the University. Grease removal will be arranged for and/or provided by the University.
- 4.4.2 The University will provide oversight to the routine inspection

and maintenance of all spaces occupied by the Supplier. The University shall have access to all spaces occupied by the Supplier.

4.4.3 Pest control will be the responsibility of the University for all facilities. Any pest control services that exceeds the regularly scheduled maintenance provided by University, requested by the Supplier will be the responsibility of the Supplier.

4.4.4 The University shall furnish all existing electricity, water and drainage service as required for Supplier's operation without cost to the Supplier. The University shall not be liable for spoilage of foods as the result of a power interruption, leakage, or other mechanical or utility failure.

4.5 University Campus Mail Requirements

4.5.1 The University will provide Campus mail services, under policies and rules governing its use as provided for in PS-91 (<http://sites01.lsu.edu/wp/policiesprocedures/policies-and-procedures/>).

4.6 Facilities Availability and Use

4.6.1 The University shall make available to Supplier at the Athletics Facilities those areas, improvements, personal property and equipment (including, without limitation, concession stands, restaurant, bars, clubs, customer serving locations, food preparation areas, vendor commissaries, kitchen and warehouse facilities, administrative offices and portable serving locations) [collectively referred to as the "Concession Premises"] within the Athletics Facilities from which Supplier shall provide the Services and as more particularly described in Exhibit "B".

4.6.2 In the event of a network outage, the Supplier is expected to conduct all business offline until the network issues are reasonable. Except for the circumstances in Section 21.4.4, University shall not be liable for any loss of sales due to a network outage.

ARTICLE V

FACILITY CONSTRUCTION AND OVERSIGHT

5.0 Facility Construction and Oversight

5.1 Modification to Premises: Should Supplier seek to modify Premises, it shall secure LSU's written approval of all plans and specifications for the construction of the improvements or modifications prior to the

commencement of any work on or about the Premises, which approval will not be unreasonably withheld, conditioned or delayed. This approval may be given by the Office of Facility Services for Louisiana State University or a designee. All proposed physical modifications to the Premises must be agreed upon in writing by the Supplier and the University and may require approval of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College. Supplier shall, as soon thereafter as feasible, but no later than thirty (30) days after effective date of termination or expiration of this Agreement, vacate all parts of the Premises occupied by Supplier, remove Supplier's equipment (if applicable), and return the Premises to University, with all of University's Equipment (Exhibit E), in the same condition as when originally made available to Supplier, unless agreed upon by University, excepting reasonable wear and tear, fire and other casualty loss.

ARTICLE VI

DIVERSITY

6.0 Diversity Program

- 6.1 Supplier understands that LSU, as the state's flagship university, has an interest in providing entrepreneurial opportunities to diversity-owned businesses. Supplier, therefore, agrees to provide opportunities for participation for diversity-owned businesses that are certified by the state or another certifying agency, as subcontractors or suppliers under this Agreement. To the extent that any federal or state law, rule, or regulation would require that this Section be modified or voided, the parties agree that such provision can be amended or severed from the Agreement without affecting any of the other terms of the Agreement.
- 6.2 Supplier shall comply with its standards, policies, procedures which may be reasonably modified from time to time by Supplier (collectively, "Supplier Diversity Policy"), as to diversity, relating to its operation under this Agreement. Said Supplier Diversity Policy has been provided to and accepted by the University as of the Effective Date of this Agreement.
- 6.3 Supplier agrees and will comply with the University's Supplier Diversity requirement as stated in this agreement and Supplier will promote the establishment and growth of diverse suppliers through technical assistance and placement of business where appropriate. With a focus on building long-lasting business relationships.
- 6.4 University is dedicated to promoting the growth and development of minority, women, and small and historically underutilized businesses ("Diverse Businesses") by providing opportunities to participate in University contracts. In support of this commitment, the Supplier will use good faith and best efforts to award subcontracts to Diverse Businesses that are either certified by the state or another certifying agency or are self-classified in a diversity category.

- 6.5 In the first contract year, the Supplier will use good faith and best efforts to award 10% of all portable and satellite locations used within and outside of athletic facilities, to certified diverse business, by the state, other certifying agency, or self-certified through the University, which certification will not be unreasonably withheld, including suppliers, vendors, non-profits, and/or subcontractors. In the event University does not establish a certification process, this provision shall be void.
- 6.6 Supplier agrees to make a good faith and best effort goal of spending 7% of Aramark Enterprise, including affiliates and subsidiaries, through Suppliers Diversity Program to small businesses and certified Diverse Businesses, who including suppliers, vendors, non-profits, and/or subcontractors, that are either certified by the state or another certifying agency.
- 6.7 In order to demonstrate such participation, prior to the first day of each sporting season throughout the fiscal year, Supplier will provide LSU with a list of diversity-owned businesses that it plans to use during each Fiscal Year, in a form to be mutually agreed upon by LSU and Supplier. The list of businesses will identify: (1) the name of the business; (2) its principal office or address; (3) the owner(s); and (4) the services or goods that it may provide or supply. Thirty (30) days after the last day of each semester, Supplier will provide LSU with a listing of the value of the goods or services procured from the businesses included on Supplier's list.

ARTICLE VII

INVESTMENT BY SUPPLIER; EQUIPMENT

7.0 Investment By Supplier

- 7.1 In consideration of the rights granted to Supplier by the University pursuant to this Agreement, Supplier shall expend an amount (the "Investment") not to exceed One Million Six Hundred Thousand Dollars (\$1,600,000.00) for mutually agreed upon food and beverage equipment, concession improvements, IT needs, and office equipment. This includes funding of Point of Sale (POS) needs in the food and beverage areas at the Athletics Facilities (collectively, "Supplier's Equipment"). Unless otherwise agreed to in writing by the parties, the Investment shall be made by Supplier on the date of the Begin Date. Title to Supplier's Equipment shall remain with Supplier until the expiration of the Term or the University's payment to Supplier of the Termination Payment (as defined below) and Pre-opening Expenses Payment (if applicable) (as defined below) in the event this Agreement is terminated prior to the expiration of the Term, at which point, title to Supplier's Equipment shall vest in the University. The Investment shall be amortized on a straight-line basis over the Term, commencing on the date the Investment is made.

- 7.2 Equipment. The University shall provide the equipment described on Exhibit "E" (collectively, "University's Equipment"), which equipment Supplier shall be permitted to use in connection with its provision of the Concession Services.

ARTICLE VIII

TERMINATION

8.0 Termination

- 8.1 Termination for Cause: The University may terminate this Agreement for cause based upon the failure of Supplier to comply with the terms and/or conditions of the Agreement provided that the University shall give the Supplier written notice specifying the Supplier's failure. If within thirty (30) days after receipt of such notice, the Supplier shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the University may, at its option, place the Supplier in default and the Agreement shall terminate on the date specified in such notice.

The Supplier may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the University to comply with the terms and conditions of this Agreement, provided that the Supplier shall give the University written notice specifying the University's failure. If within thirty (30) days after receipt of such notice, the University shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Supplier may, at its option, place the University in default and the Agreement shall terminate on the date specified in such notice.

- 8.2 Termination for Convenience: The Parties may terminate this Agreement at any time by giving ninety (90) days written notice to the other Party of such termination or negotiating with the other Party an effective date.

ARTICLE IX

TERMINATION PAYMENT

9.0 Termination Payment

- 9.1 Amount: Upon the expiration of the Term, or in the event this Agreement is terminated by either party at any time for any reason (including, but not limited to, the uncured default of a party) prior to the expiration of the Term, the University agrees, unconditionally and without any right of set-off, to pay to Supplier a payment (the "Termination Payment") in an amount equal to the Unamortized Balance (as hereinafter defined), together with all other amounts then due and payable or to become due and payable by the University to

Supplier. As used herein, "Unamortized Balance" shall mean the aggregate remaining unamortized balance of the Capital Investment, respectively, as of the date of the expiration of the Term or earlier termination of this Agreement. In addition to the foregoing, in the event this Agreement is terminated during the period up to and including the first accounting period, of the first year of the Term, University shall pay to Supplier a payment ("Pre-opening Expenses Payment") equal to the "Pre-opening Expenses". "Pre-opening Expenses" shall mean all direct costs incurred by Supplier during the period up to and including the first accounting period with gross receipts including, but not limited to, the actual expense of products, on-site payroll, payroll taxes, fringe benefits, repairs and maintenance, and cleaning and office supplies. If University exercises termination of agreement after the first year of the Term, University shall pay Supplier the "Unamortized Balance" of the Capital Investment and any equipment for which title will transfer to University.

- 9.2 Time of Payment: The Termination Payment and Pre-opening Expenses Payment (if applicable) shall be paid to Supplier not later than ten (10) days prior to the date of the expiration of the Term or termination of this Agreement. The University's payment of the Termination Payment and Pre-opening Expenses Payment (if applicable) shall be a precondition to the effective termination of this Agreement by the University. Upon the University's payment of the Termination Payment and Pre-opening Expenses Payment (if applicable) to Supplier title to Supplier's Equipment shall vest in the University.
- 9.3 Remedies: In the event that Supplier does not receive the Termination Payment or Pre-opening Expenses Payment (if applicable) from the University at the time provided herein, Supplier may, at its option, exercise the following remedies: (i) remain at the Athletics Facilities; (ii) continue to provide the Concession Services; (iii) withhold all payments otherwise payable to the University until Supplier has recovered all amounts owing; (iv) institute proceedings against the University for all amounts owing; or (v) remove all of Supplier's Equipment from the Athletics Facilities.
- 9.4 Survival: The terms and provisions of this Section 9.0 shall survive the expiration of the Term or the earlier termination of this Agreement.

ARTICLE X

INDEMNIFICATION

10.0 INDEMNIFICATION

- 10.1 Supplier shall defend, indemnify, and hold harmless LSU, LSU and its members, officers, employees and agents (collectively, "LSU Parties")

from and against all suits, actions, claims, judgments, damages, losses or other liabilities, and all cost and expenses, including without limitation reasonable attorney fees, ("Claims") incurred by LSU Parties in connection therewith, arising out of or relating to Supplier's: (i) breach of any material term of this Agreement; or (ii) negligent acts or omissions of Supplier, or those of its employees and/or agents. Supplier shall give prompt written notice to LSU of any such Claim. In any instance to which the foregoing indemnities pertain, LSU Parties shall cooperate fully with and assist Supplier in all respects in connection with any such defense, and no LSU Party shall enter into a settlement of such Claim or admit liability or fault on the part of Supplier without Supplier's prior written approval.

- 10.2 LSU shall defend, indemnify and hold harmless Supplier, its directors, officers, employees, agents and assigns, from and against all Claims incurred by Supplier in connection therewith, arising out of or relating to the gross negligence or willful misconduct of any LSU Party. Supplier shall give prompt written notice to LSU of any such Claim. In any instance to which the foregoing indemnities pertain, Supplier shall cooperate fully with and assist LSU in all respects in connection with any such defense, and Supplier shall not enter into a settlement of such Claim or admit liability or fault on the part of LSU without LSU's prior written approval.

ARTICLE XI

NOTICES

- 11.0 All notices, statements and payments provided for herein shall be in writing and deemed given if given in person or sent postage paid via registered or certified mail, return receipt requested, or by a nationally recognized overnight delivery service, including without limitation courier delivery, all fees prepaid, to the parties at the addresses given below or such other addresses as either party may designate to the other, and shall be deemed to have been given at the time it is sent addressed to the parties as set forth below:

If to LSU:

Sally McKechnie
Assistant Vice President for Procurement & Property
Management
LSU Procurement
213 Thomas Boyd Hall
Baton Rouge, Louisiana 70803
Telephone: 225-578-2176

Fax: 225-578-2292

With copy to:

Michele Montero
Associate Director of Procurement
LSU Procurement
213 Thomas Boyd Hall
Baton Rouge, Louisiana 70803
Telephone: 225-578-2035
Fax: 225-578-2292
Email: mmontero@lsu.edu

With copy to:

Department Contact: Matthew LaBorde, CPA
Business Manager
LSU Athletic Department
1 Athletic Administration Building
Baton Rouge, Louisiana 70803
Telephone: 225-578-0680
Email: mlabor5@lsu.edu

If to Supplier:

Aramark Sports and Entertainment Services, LLC
1100 Market Street
Philadelphia, PA 19107
Attn: President – Sports and Entertainment

With copy to:

Aramark Sports and Entertainment Services, LLC
1100 Market Street
Philadelphia, PA 19107
Attn: Associate General Counsel

- 11.1 The University shall appoint a Project Manager for this Agreement who will provide oversight of the activities conducted hereunder. The Project Manager for this agreement is identified below. Notwithstanding the Supplier's responsibility for total management during the performance of this Agreement, the assigned University Project Manager shall be the principal point of contact on behalf of the University and will be the principal point of contact for Supplier concerning Supplier's performance under this Agreement.

Project Manager: Matthew LaBorde
Business Manager

Telephone: 225-578-0680
Email: mlabor5@lsu.edu

ARTICLE XII
RELATIONSHIP OF PARTIES

- 12.0 Nothing contained in this Agreement shall be construed as establishing an employer/employee, partnership, joint venture or agency relationship between Supplier and LSU. Further, this Agreement is not a lease nor is it the procurement of services from Supplier by LSU. Under the terms of this Agreement, Supplier is considered as independent Supplier.

ARTICLE XIII
ASSIGNMENT

- 13.0 The Parties shall not assign this Agreement or any portion thereof, or any interest therein, shall not be assigned, transferred, conveyed, sublet or disposed of without receiving prior written consent of the other Party; provided, however, Supplier shall be permitted to assign its interest in and to the Agreement to an affiliate of subsidiary of Supplier. In the event Supplier assigns its interest in and to the Agreement to an affiliate, Supplier shall remain liable for the performance of Supplier's obligation pursuant to the Agreement. All Agreements and stipulations herein contained and all obligations assumed in the Agreement shall be binding upon the heirs, successor and assigns of the parties thereto.

This provision shall not be construed to prohibit either Party from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the non-assigning Party.

ARTICLE XIV
WAIVER

- 14.0 Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified or deleted except by the written consent of both parties.

ARTICLE XV
TAXES

- 15.0 Any taxes, other than State and local sales and use taxes from which the University is exempt, shall be assumed to be included within the total cost shown in Article XXI Payment Terms.

ARTICLE XVI
DISCRIMINATION CLAUSE

- 16.0 The Supplier agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and supplier agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Supplier agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Supplier, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

ARTICLE XVII **AUDIT PROVISIONS**

- 17.0 The State Legislative auditor, federal auditors and internal auditors of the State, or others so designed by the State or University, shall have the option to audit all accounts directly pertaining to the contract for a term of five (5) years after project acceptance or as required by applicable State and Federal Law. Records shall be made available during normal working hours, upon prior notice, for this purpose.
- 17.1 Supplier will establish adequate internal controls and determine at such frequent intervals as may be necessary that the controls are maintained. The Supplier will provide to the University annual financial statements audited by a Certified Professional Accountant. Such audited financial statements shall specify as to whether amounts owed to University have been paid. The University reserves the right to have its representative, including the State Legislature Auditor, audit the Supplier's books, records, and other such financial documents or desired information pertaining to the Supplier's Agreement with the University. The Supplier shall provide all financial and other data according to the University's fiscal year. The University is on a monthly business cycle with a fiscal year beginning July 1 and ending on June 30.
- 17.2 Supplier shall maintain all accounting records at the on-site office in a format approved by the University. True and accurate accounting records shall be available for audit by the University at any time throughout the term of the Agreement at the on-site office and kept for a term of at least five (5) years following the end of each Agreement year.

ARTICLE XVIII **GOVERNING LAW**

- 18.0 This Agreement shall be governed by and interpreted in accordance with the laws

of the State of Louisiana. Venue of any action brought with regard to this Agreement shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

ARTICLE XIX AMENDMENTS

- 19.0 All amendments or modifications to this Agreement must be in writing and signed by an authorized representative of each party hereto. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

ARTICLE XX INSURANCE

- 20.0 Supplier shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Suppliers, agents, representatives, or employees.

Workers' Compensation

Workers' Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana, statutory limits. Employers Liability shall be included with a limit of \$1,000,000 per accident/per disease/per employee. Such insurance shall include a Waiver of Subrogation in favor of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

Commercial General Liability (CGL)

Insurance Services Office Form CG 00 01 or equivalent covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits per occurrence and \$10,000,000 aggregate. Such insurance shall include a Waiver of Subrogation in favor of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

Automobile Liability

Automobile Liability Insurance shall have a combined single limit per occurrence of \$5,000,000. ISO form number CA 00 01, or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

Cyber Liability

Cyber Liability coverage including third party liability coverage for privacy breach and including coverage for notification and assistance as provided by Louisiana law shall be included with a limit of \$2,000,000.

Liquor Liability

If the Supplier intends to sell alcohol then the Supplier prior to its sell must have a valid

liquor sales license and liquor liability insurance covering the sale of alcohol in an amount of \$5,000,000.

Excess Insurance

Excess Umbrella insurance may be used to meet the minimum requirements for liability insurance. If used, such insurance shall include a Waiver of Subrogation in favor of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

Other Insurance Requirements: The policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

Board of Supervisors of Louisiana State University and Agricultural & Mechanical College, the State of Louisiana and their employees, officers, directors, are to be included as Additional Insureds for both ongoing and completed operations on the Commercial General Liability policy, Auto Liability, Liquor Liability, and any umbrella or excess liability policies. General liability coverage can be provided in the form of an endorsement to the Supplier's insurance (at least as broad as ISO Forms CG 20 10 and CG 20 37 forms if later revisions used). Any insurance coverage (additional insured or otherwise) that Supplier provides for the Additional Insureds shall only cover insured liability assumed by Supplier in this Agreement; such insurance coverage shall not otherwise cover liability in connection with or arising out of the wrongful or negligent acts or omissions of the Additional Insureds.

Primary Coverage

For any claims related to this Agreement, the Supplier's insurance coverage shall be primary insurance as respects to the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College, the State of Louisiana and their employees, officers, directors, and volunteers (collectively "University"). Any insurance or self-insurance maintained by the University shall be excess of the Supplier's insurance and shall not contribute with it.

Waiver of Subrogation

Both Supplier and the Additional Insureds waive all rights of recovery from each other for property damage or loss of use thereof, however occurring. The foregoing waiver does not apply to bodily injury or death claims.

Subcontractors

Supplier shall be responsible for verifying and maintaining the Certificates provided by each Subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The University reserves the right to request copies of Subcontractor's Certificates at any time. Additionally, in the event applicable, Supplier shall require subcontractors to obtain Builder's Risk Insurance and Architect's Design, Errors and Omissions coverage in an amount suitable to University.

Notice of Cancellation

Notice of cancellation of any insurance policies required herein shall be subject to ACORD 25 Certificate of Liability standards, and will be delivered, applicable, in accordance with policy provisions.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise acceptable to the University.

Verification of Coverage

Supplier shall furnish the University with certificates of insurance and amendatory endorsements evidencing the above requirements. All certificates are to be received and approved by the University before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Supplier's obligation to provide them. Failure to provide and maintain the required insurance coverage throughout the term of the Agreement shall be a material breach of the Agreement, and shall entitle University to all remedies provided for in the Agreement, any Amendment(s) thereto, or by operation of law.

Special Risks or Circumstances

LSU reserves the right to reasonably modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance for Construction Projects and Improvements

If at any point during the duration of the Supplier undertakes any construction projects or improvements upon the University premises, Supplier shall maintain or require its Supplier(s) to maintain the following insurance:

Property Insurance

Property Insurance shall be for all risk (including flood, wind, and earthquake) and provide coverage for; all Supplier owned improvements constructed for or on behalf of Lessee in the premises; all personal property, including removable trade fixtures located in the premises; all inventory; and business interruption for a period of not less than 12 months. Such insurance shall be primary and include a Waiver of Subrogation in favor of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

Workers' Compensation

Workers' Compensation insurance shall be in compliance with the Workers' Compensation law of the State of Louisiana, statutory limits. Employer's Liability shall be included with a limit of \$1,000,000 per accident/per disease/per employee. Such insurance shall include a Waiver of Subrogation in favor of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

Commercial General Liability (CGL)

Commercial General Liability Insurance shall be on an Insurance Services Office Form CG 00 or equivalent covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate limit. Furthermore, such insurance shall include limits for damage to rented premises of \$500,000 and medical payments of \$5,000. Such insurance shall include a Waiver of Subrogation in favor of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

Automobile Liability

Automobile Liability Insurance shall have a combined single limit per occurrence of \$1,000,000. ISO form number CA 00 0 1, or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles. The employee vs employee exclusion shall be deleted. Symbol 1 is preferred, but if no vehicles are owned is not required. Such insurance shall include a Waiver of Subrogation in favor of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

ARTICLE XXI
PAYMENT TERMS

- 21.0 The University will receive an initial capital investment and a gross receipts commission or guaranteed minimum financial payments (whichever is greater). In addition, an annual concession refresh funds. Further outlined below.
- 21.1 Supplier shall pay the University the percentage of Gross Receipts for each month's Gross Sales on or before the eighteenth (18) day of the month following the last day of the month in which the Gross Sales were earned. Payments will be made electronically through wire transfer and a detailed monthly statement will be emailed concurrently.
- 21.2 Supplier will furnish the University with all requested daily/weekly/monthly/annual reports to transactions, sales, etc. and other pertinent information as requested; provided, however, University gives Supplier reasonable prior written notice of all requests. All financial reports, as required by the University, will be delivered electronically to the University on or before an agreed upon date of the following monthly accounting term.
- 21.3 Defined Terms
- 21.3.1 "CPI" shall mean the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for "All Urban Consumers" in the table entitled "Consumer Price Index: United States City Average", All Items (1982-84=100), or any mutually agreed successor

index thereto, for the year in question.

21.3.2 "Gross Receipts" shall refer to the total amount of money, gratuities, service/administrative and equipment rental charges and/or other consideration received or charged by Aramark for all sales, cash or credit (whether collected or not), made as a result of the Services provided by Supplier at the Facilities, excluding only applicable sales taxes, credit card fees, service charges for TigerCash Debit Card, all administrative charges and gratuities regardless of whether they are paid out to employees or not, and University approved Branded Royalties.

21.3.3 "Net Subcontractor Receipts" will mean the total subcontractor revenue retained by Aramark after payment of amounts due to subcontractors and applicable taxes.

21.4 Commissions

21.4.1 Except as noted below, Supplier will pay commissions to the University equal to a percentage of Gross Receipts (as defined above) as set forth below.

<u>Football and Baseball</u>	<u>Rate</u>
\$0 - \$2,000,000	45.0% (on the increment)
\$2,000,001 - \$4,000,000	47.0% (on the increment)
\$4,000,001 - \$6,500,000	49.0% (on the increment)
\$6,500,001 - and up	52.0% (on the increment)

<u>All Other Sports</u>	<u>Rate</u>
\$0 - and up	45.0% (on the increment)

Third Party Subcontractors (all venues)

Other Subcontractor's Receipts 50.0% **

Alcohol 45.0%***

** Net Receipts after Subcontractor payout

*** Commission is based on net receipts from sale of Alcohol.

21.4.2 Commission Advance: Prior to the start of the commencement date of Year 1, Supplier will advance the University \$1,500,000 towards the commissions for that upcoming year.

21.4.3 CPI Adjustments: All Gross Receipts tier levels for the applicable commission tiers above will be adjusted upward (if applicable) at the end of each contract year according to the applicable CPI.

- 21.4.4 Commission Guarantee: For each full contract year, Supplier agrees to pay the greater of the commissions as detailed above, or \$2,400,000 ("**Commission Guarantee**"), provided that there is no substantial disruption that would prevent Supplier from providing Service and/or the schedule and attendance for University athletic events is similar to recent history, including a minimum of 6 home regular season football games at Tiger Stadium (not including the Spring game), 15 Men's basketball games and 15 Women's basketball games at the Pete Maravich Center, and 35 baseball games at Alex Box Stadium.
- 21.5 Capital Innovation Reserve: Supplier will provide a Capital Innovation Reserve fund of 1.0% of Gross Receipts to be used on agreed upon projects by the University and Supplier.
- 21.6 Incentive: Supplier will contribute \$25,000 annually to a scholarship fund mutually agreed upon by the University and Supplier.

ARTICLE XXII
LIMITATION OF DAMAGES; NON-RECOURSE

- 22.0** In no event shall either party be liable to the other for consequential, incidental, indirect, punitive or special damages, including, without limitation, loss of profit, business, or goodwill, even if such party has been advised, knew, or should have known of the likelihood or possibility of such damages occurring. Accordingly, neither party shall be entitled to seek, claim, or collect damages in excess of the actual and direct damages actually incurred or sustained by such party pursuant to this Agreement. In the enforcement of its rights and remedies under this Agreement, each of the parties hereto agrees that it shall not seek, enter or enforce any personal judgment against any stockholder, member, general or limited partner, director, officer, employee or principal, disclosed or undisclosed, of the other party or any of the other party's affiliates (or any of their respective successors and assigns) and shall look only to the assets of the other party and its successors and assigns.

Article XXIII
UNIVERSITY NAME AND LOGO USE

- 23.0** The Supplier agrees that it will not advertise nor promote any connection with the University, the University Board of Supervisors or use any identifying marks or property nor make representation, either expressed or implied, as to the University's promotion or endorsement of the Supplier unless it has received prior written consent from the University.
- 23.1 University grants supplier to operate said venues and events as "LSU Tiger Concessions"
- 23.2 Neither Supplier nor University shall disclose the terms of this

Agreement to any other person or entity outside its organization other than as required by law. Neither Client nor Supplier and its Affiliates shall, without the other Party's consent, use the other Party's name, logo, trademark or otherwise refer to or identify the other Party in any publicity matters relating to the Services. Notwithstanding the foregoing, both Parties and their respective Affiliates may, without prior consent of the other Party, use that Party's name or logo and the existence of this Agreement in connection with earnings calls or similar matters with their respective investors or analysts as well as communications to prospective clients (if applicable) and for use in such Party's marketing materials.

ARTICLE XXIV

ATHLETICS FACILITY NAME CHANGE

- 24.0 If the name of the Athletics Facility is changed or any logo for the teams at the Athletics Facilities for which Supplier has logoed merchandise changes, the University shall reimburse Supplier for all reasonable costs and expenses incurred by Supplier as a consequence thereof, including, without limitation, the cost of replacing logoed merchandise, signage, stationery and inventory rendered obsolete by such name and/or logo change. The University agrees to notify Supplier immediately upon any change and to work with Supplier to use commercially appropriate techniques for liquidating all merchandise, supplies and products to be rendered obsolete by such change. If the name of the Athletics Facility is changed or any logo for the teams at the Athletics Facilities for which Supplier has logoed merchandise changes, the University shall reimburse Supplier for all reasonable costs and expenses incurred by Supplier as a consequence thereof, including, without limitation, the cost of replacing logoed merchandise, signage, stationery and inventory rendered obsolete by such name and/or logo change. The University agrees to notify Supplier immediately upon any change and to work with Supplier to use commercially appropriate techniques for liquidating all merchandise, supplies and products to be rendered obsolete by such change.

ARTICLE XXV

CASUALTY LOSS

- 25.0 In the event the Athletics Facility or any part thereof is partially destroyed by fire or other casualty and such partial destruction materially affects the ability of Supplier to provide the Concessions, the University shall exercise its best efforts to restore such damaged portions of the Concession Premises, such that the Concessions may be resumed as promptly as possible. If complete operation of the Athletics Facility must be suspended due to fire or other casualty and full operation is not resumed within ninety (90) days from the date of such suspension, Supplier shall have the right to terminate this Agreement by providing the University with sixty (60) days' prior written notice of its intention to do so and the University shall pay or cause to be paid to Supplier the Termination Payment as provided in Article VII hereof.

ARTICLE XXVI

NON-SOLICITATION

- 26.0 The University hereby expressly agrees that during the Term (including any extensions thereof) and for a term of twenty-four (24) months following either the expiration or earlier termination of this Agreement, neither the University, nor any other food or beverage service operator or concessionaire providing food and beverages, in, to, or for any areas of the Athletics Facility, nor any of their respective affiliates, related entities or individuals shall directly or indirectly solicit, hire, offer to hire or employ any former or current salaried or management level employee of Supplier or its partners (including, but not limited to, Supplier's current or former general manager, chefs, sous chefs, and the manager of the various areas of the Concessions) to work in or in connection with the Athletics Facility or the Concessions as a consultant, employee, independent contractor or otherwise in any other capacity without Supplier's prior written approval, which approval can be granted or denied in Supplier's sole and absolute discretion. The provision of this Section shall survive the termination of this Agreement for any reason.

ARTICLE XXVII
ORDER OF PRECEDENCE AND ENTIRE AGREEMENT

- 27.0 Agreement, (together with the Attachments and any exhibits specifically incorporated herein by reference) constitutes the entire Contract between the parties with respect to the subject matter.

This Agreement, University SFO #0000000113, suppliers Best and Final Response to SFO; Suppliers Response and Suppliers other submissions, represent the entire agreement between the parties and supersedes any and all prior agreements. In the event any conflict between the documents which constitute this Agreement should arise, the following order of precedence shall apply:

- (a) This Agreement;
- (b) University's SFO - 0000000113, dated November 15, 2016;
- (c) Suppliers Best and Final Response to SFO;
- (d) Suppliers Response to SFO and other submissions.

THUS DONE AND SIGNED by LSU in triplicate originals as of the 6 day of July 2017, in the presence of the undersigned competent witnesses who have hereunto signed their names with the parties hereto.

WITNESSES as to LSU:

BOARD OF SUPERVISORS OF
LOUISIANA STATE UNIVERSITY
AND AGRICULTURAL AND
MECHANICAL COLLEGE

Dellie Richards
Hannah Rivera

BY: F. King Alexander
F. King Alexander, President

THUS DONE AND SIGNED by Supplier in triplicate originals as of the 30th day of June 2017, in the presence of the undersigned competent witnesses who have hereunto signed their names with the parties hereto.

WITNESSES as to
ARAMARK SPORTS AND
ENTERTAINMENT SERVICES, LLC:

ARAMARK SPORTS AND
ENTERTAINMENT
SERVICES, LLC

Shannon P. Crosby
[Signature]

BY: Mark A. Adams
Signature
Mark R. Adams - Vice President, Finance
Title