MEMORANDUM OF UNDERSTANDING NO. 6 BETWEEN ARAMARK EDUCATIONAL SERVICES, LLC AND SUFFOLK COUNTY COMMUNITY COLLEGE

This Memorandum of Understanding No. 6 ("MOU No. 6") between Aramark Educational Services, LLC ("Aramark") and Suffolk County Community College ("College") amends and supplements that certain Food Services Management Agreement between College and Aramark, effective July 1, 2015, as amended by Letter Amendment dated February 5, 2019, Letter Amendment No. 2 dated November 12, 2019, Memorandum of Understanding ("MOU") dated May 28, 2020, Memorandum of Understanding No. 2 ("MOU No. 2") dated October 30, 2020, Memorandum of Understanding No. 3 ("MOU No. 3") dated February 22, 2021, Memorandum of Understanding No. 4 ("MOU No. 4") dated August 16, 2021, and Memorandum of Understanding No. 5 ("MOU No. 5") dated August 17, 2022 (collectively referred to herein as the "Agreement"), pursuant to which Aramark operates dining services for the College ("Services").

WHEREAS, the parties acknowledge that due to the COVID-19 pandemic and the attendant disruption to College operations, the Services were completely shut down effective as of March 26, 2020, and resumed thereafter at a reduced capacity in accordance with the terms and conditions of the MOUs referenced above; and

WHEREAS, the parties desire for Aramark to continue the Services commencing in the Fall 2023 semester in order to serve the interests of both parties, in accordance with the Agreement and with the additional modifications detailed herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

- 1. For the period September 1, 2023 through August 31, 2024, Aramark agrees to reduce its General and Administrative Expense Allowance, as referenced in paragraph 2 of Letter Amendment No. 2, from Eight Thousand Three Hundred Thirty-Three and 33/100 (\$8,333.33) Dollars per month to the amount of Five Thousand (\$5,000.00) Dollars per month.
- 2. For the 2023-2024 operating year (July 1, 2023 June 30, 2024), College agrees to waive the financial Key Performance Indicator (KPI) and associated penalty, as set forth in paragraph 4(D)(i) of the Agreement.
- 3. Hours of operation at each food service location operated by Aramark shall be mutually agreed upon by the Parties in writing. Aramark shall not alter such agreed-upon hours of operation without requesting and receiving the College's written approval.

in full force and effect.

For College

Signature:

Signature:

Signature:

Signature:

Signature:

Name:

Brisbane Vaillancourt

Title:

Resident

Title:

Signature:

Signature

All other terms and conditions of the Agreement, not inconsistent herewith, shall remain

Date: .

MEMORANDUM OF UNDERSTANDING NO. 5 BETWEEN ARAMARK EDUCATIONAL SERVICES, LLC AND SUFFOLK COUNTY COMMUNITY COLLEGE

This Memorandum of Understanding No. 5 ("MOU No. 5") between Aramark Educational Services, LLC ("Aramark") and Suffolk County Community College ("College") amends and supplements that certain Food Services Management Agreement between College and Aramark, effective July 1, 2015, as amended by Letter Amendment dated February 5, 2019, Letter Amendment No. 2 dated November 12, 2019, Memorandum of Agreement ("MOU") dated May 28, 2020, Memorandum of Understanding No. 2 ("MOU No. 2") dated October 30, 2020, Memorandum of Understanding No. 3 ("MOU No. 3") dated February 22, 2021, and Memorandum of Understanding No. 4 ("MOU No. 4") dated August 16, 2021 (collectively referred to herein as the "Agreement"), pursuant to which Aramark manages dining services at the College ("Services").

WHEREAS, the parties acknowledge that due to the COVID-19 pandemic and the attendant disruption to College operations, the Services were completely shut down effective as of March 26, 2020, and resumed thereafter at a reduced capacity in accordance with the terms and conditions of the MOUs referenced above; and

WHEREAS, the parties desire for Aramark to continue the Services in the Fall 2022 semester in order to serve the interests of both parties, in accordance with the Agreement and with the additional modifications detailed herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

- 1. For the period September 1, 2022 through August 31, 2023, Aramark agrees to reduce its General and Administrative Expense Allowance, as referenced in paragraph 2 of Letter Amendment No. 2, from Eight Thousand Three Hundred Thirty-Three and 33/100 (\$8,333.33) Dollars per month to the amount of Five Thousand (\$5,000.00) Dollars per month.
- 2. For the 2022-2023 operating year (July 1, 2022 June 30, 2023), College agrees to waive the financial Key Performance Indicator (KPI) and associated penalty, as set forth in paragraph 4(D)(i) of the Agreement.
- 3. For the Fall 2022 semester, commencing September 1, 2022 December 31, 2022, Aramark shall provide the Services during the operating hours as specified at **Exhibit A**, attached hereto, subject to change upon the parties' prior mutual written consent.
- 4. Paragraph 19 of the Agreement, entitled "Child Care Centers," shall be amended to revise the cost per meal and to supplement certain provisions thereof, as reflected at **Exhibit B**, attached hereto.

5. All other in full force and effect.

For College

For Aramark

Signature: Signature: Signature: Erbassator Docusigned by:

Name: Edward T. Bonahue, Ph.D.

Name: Brisbane Vaillancourt

Title: President

Date: 8/16/2022

Date: 8/16/2022

All other terms and conditions of the Agreement, not inconsistent herewith, shall remain

Exhibit A

FALL 2022 HOURS OF OPERATION

Ammerman Campus

Babylon Student Center

	<u> Monday – Thursday</u>	<u>Friday</u>
Grill	9:00am – 6:00pm	Closed
Pizza	10:30am to 4:00pm	Closed
Moe's	10:30am to 6:00pm	Closed

Starbucks 7:30am to 5:00pm 7:30am – 5:00pm

Southampton Building

POD 7:30am – 5:00pm Closed

Michael J. Grant Campus

Captree Commons

Grill	9:00am – 6:00pm	Closed
Pizza	10:30am – 4:00pm	Closed
Salad Bar	10:00am - 3:00pm	Closed
Subway	10:30am – 6:00pm	Closed

Suffolk Federal Credit Union Arena

HSEC Café 8:30am - 5:30pm 8:30am - 2:30pm

Exhibit B

19. CHILD CARE CENTERS

Aramark shall have the exclusive right to prepare and deliver **lunches** to the Child Care Centers at the Ammerman and Michael J. Grant Campuses at the following prices, in accordance with the RFP and as a Direct Cost. Breakfast and snacks may be provided by Aramark and / or the College. All meals must conform to NYS regulations.

The cost per meal during each operating year (July 1 – June 30) of the Agreement shall be as follows:

OPERATING YEAR	LUNCH	BREAKFAST	SNACK
Year 1 (2015 – 2016)	\$3.82		
Year 2 (2016 – 2017)	\$3.89		
Year 3 (2017 – 2018)	\$3.96		
Year 4 (2018 – 2019)	\$4.03		
Year 5 (2019 – 2020)	\$4.10		
Year 6 (2020 – 2021)	N/A		
Year 7 (2021 – 2022)	\$4.10		
Year 8 (2022 – 2023)	\$4.31	\$2.57	\$1.04
Year 9 (2023 – 2024)	\$4.38	\$2.64	\$1.11
Year 10 (2024 – 2025)	\$4.45	\$2.71	\$1.18

MEMORANDUM OF UNDERSTANDING NO. 4 BETWEEN ARAMARK EDUCATIONAL SERVICES, LLC AND SUFFOLK COUNTY COMMUNITY COLLEGE

This Memorandum of Understanding No. 4 ("MOU No. 4") between Aramark Educational Services, LLC ("Aramark") and Suffolk County Community College ("College") amends and supplements that certain Food Services Management Agreement between College and Aramark, effective July 1, 2015, as amended by Letter Amendment dated February 5, 2019, Letter Amendment No. 2 dated November 12, 2019, Memorandum of Agreement ("MOU") dated May 28, 2020, Memorandum of Understanding No. 2 ("MOU No. 2") dated October 30, 2020, and Memorandum of Understanding No. 3 ("MOU No. 3") dated February 22, 2021 (collectively referred to herein as the "Agreement"), pursuant to which Aramark manages dining services at College ("Services").

WHEREAS, the parties acknowledge that due to the COVID-19 pandemic ("Pandemic") and the attendant disruption to College operations, the Services were completely shut down effective as of March 26, 2020; and

WHEREAS, although the Pandemic continues to impact College operations, the parties desire to have Aramark resume operations effective for the Fall 2021 semester in order to serve the interests of both parties, in accordance with the Agreement and with the additional temporary modifications detailed herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

- 1. For the period September 1, 2021 through August 31, 2022, Aramark agrees to reduce its General and Administrative Expense Allowance, as referenced in paragraph 2 of Letter Amendment No. 2, from Eight Thousand Three Hundred Thirty-Three and 33/100 (\$8,333.33) Dollars per month to the amount of Five Thousand (\$5,000.00) Dollars per month.
- 2. For the period September 1, 2021 through August 31, 2022, Aramark agrees to waive its right of first refusal to provide catering services on the Ammerman and Michael J. Grant campuses, as referenced in paragraph 40 of the Agreement. Accordingly, College shall be authorized to engage the services of any outside company or vendor to provide catering services for the College, College-sponsored events or non-College sponsored events.
- 3. For the 2021-2022 operating year (July 1, 2021 June 30, 2022), College agrees to waive the financial Key Performance Indicator (KPI) and associated penalty, as set forth in paragraph 4(D)(i) of the Agreement

- 4. For the Fall 2021 semester, commencing September 2, 2021 December 31, 2021, Aramark shall provide the Services specified below, subject to change upon the parties' prior mutual written consent:
- a. <u>Ammerman Campus:</u> Aramark will provide Services at the Babylon Student Center, from Monday Thursday, as follows: Starbucks (9am 6pm); Grill (9am 6pm); Campus Café (9am 6pm); and Pizza (10:30am 4pm).
- b. <u>Michael J. Grant Campus</u> Aramark will provide Services at the Café located at the Suffolk Federal Credit Union Arena, and at the temporary Grab & Go located at the Sagtikos Arts & Sciences Building, from Monday Thursday, 9am 6pm.
- c. <u>Child Care Centers</u> Aramark will prepare and deliver lunches to the Child Care Centers at the Ammerman and Michael J. Grant Campuses, in accordance with provisions set forth at paragraph 19 of the Agreement.
- 5. <u>COVID-19 Safety Protocols.</u> Each party represents and warrants that it is currently, and, for the term of the Agreement, will be in compliance with all applicable laws, regulations, mandates, standards, directives, policies and procedures issued or promulgated by the U.S. government, New York State, the County of Suffolk, and Suffolk County Community College in connection with the COVID-19 pandemic, including, but not limited to, Executive Orders, New York State reopening guidelines, and standards and directives issued by the New York State Department of Health, the Centers for Disease Control and Prevention (CDC), the United States Department of Labor's Occupational Safety and Health Administration (OSHA), and/or the New York State Department of Labor's Public Employee Safety & Health Bureau (PESH).
- 6. All other terms and conditions of the Agreement, not inconsistent herewith, shall remain in full force and effect.

For College	For Aramark	
Signature:	Signature: Bush Out	
Name: EDWARD T. BONAHUE	Name:Brisbane Vaillancourt	
Title: PRESIDENT	Title:Vice President	
Date: 8/16/21	Date:8/10/21	

MEMORANDUM OF UNDERSTANDING NO. 3 BETWEEN ARAMARK EDUCATIONAL SERVICES, LLC AND SUFFOLK COUNTY COMMUNITY COLLEGE

This Memorandum of Understanding No. 3 ("MOU No. 3") between Aramark Educational Services, LLC ("Aramark") and Suffolk County Community College ("College") amends and supplements that certain Food Services Management Agreement between College and Aramark, effective July 1, 2015, as amended by Letter Amendment dated February 5, 2019, Letter Amendment No. 2 dated November 20, 2019, Memorandum of Agreement ("MOU") dated May 28, 2020, and Memorandum of Understanding No. 2 ("MOU No. 2") dated October 30, 2020 (collectively referred to herein as the "Agreement"), pursuant to which Aramark manages dining services at College ("Services").

WHEREAS, the parties acknowledge that due to the COVID-19 pandemic ("Pandemic") and the attendant disruption to College operations, the Services were completely shut down effective as of March 26, 2020; and

WHEREAS, since the Pandemic continues to impact College operations, the parties desire to make additional temporary modifications to the Agreement in order to serve the interests of both parties; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

- 1. For the period January 1, 2021 through August 30, 2021, Aramark agrees to waive the right to receive its General and Administrative Expense Allowance, as referenced in paragraph 2 of Letter Amendment No. 2 and paragraph 1 of the MOU.
- 2. For the period July 1, 2021 August 31, 2021, Aramark agrees to waive its right of first refusal to provide catering services on the Ammerman and Michael J. Grant campuses, as referenced in paragraph 40 of the Agreement. Accordingly, College shall be authorized to engage the services of any outside company or vendor to provide catering services for the College, College-sponsored events or non-College sponsored events.
- 3. For the period July 1, 2021 August 31, 2021, Aramark agrees to waive its right to prepare and deliver lunches to the Child Care Centers at the Ammerman and Michael J. Grant campuses, as referenced in paragraph 19 of the Agreement. Accordingly, College shall be authorized to engage the services of the Suffolk Community College Association, Inc., or any outside company or vendor, to prepare and deliver lunches to said Child Care Centers.

4. All other terms and conditions of the Agreement, not inconsistent herewith, shall remain in full force and effect.

For College

For Aramark

Signature: Docusigned by:

Ulur Wilson

Signature: Ellen Wilson

Name: Louis J. Petrizzo

Name: Title: Interim President

Date: 2/22/2021

Date: 2/19/2021

MEMORANDUM OF UNDERSTANDING NO. 2 BETWEEN ARAMARK EDUCATIONAL SERVICES, LLC AND SUFFOLK COUNTY COMMUNITY COLLEGE

This Memorandum of Understanding No. 2 ("MOU No. 2") between Aramark Educational Services, LLC ("Aramark") and Suffolk County Community College ("College") amends and supplements that certain Food Services Management Agreement between College and Aramark, effective July 1, 2015, as amended by Letter Amendment dated February 5, 2019, Letter Amendment No. 2 dated November 20, 2019, and Memorandum of Agreement ("MOU") dated May 28, 2020 (collectively, the "Agreement"), pursuant to which Aramark manages dining services at College ("Services").

WHEREAS, the parties acknowledge that due to the COVID-19 pandemic ("Pandemic") and the attendant disruption to College operations, the Services were completely shut down effective as of March 26, 2020, and

WHEREAS, since the Pandemic continues to impact College operations, the parties desire to make additional temporary modifications to the Agreement in order to serve the interests of both parties.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

- 1. For the period September 1, 2020 through December 31, 2020, Aramark agrees to waive the right to receive its General and Administrative Expense Allowance, as referenced in paragraph 2 of Letter Amendment No. 2 and paragraph 1 of the MOU.
- 2. For the 2020-2021 operating year (July 1, 2020 June 30, 2021), College agrees to waive the financial Key Performance Indicator (KPI) and associated penalty, as set forth in paragraph 4(D)(i) of the Agreement and paragraph 2 of the MOU.
- 3. For the 2019-2020 operating year (July 1, 2019 June 30, 2020), College agrees to waive Aramark's obligation to tender a \$10,000 donation to the Suffolk Community College Foundation, Inc., as required under paragraph 5 of Letter Amendment No. 2 and paragraph 3 of the MOU.
- 4. For the 2020-2021 operating year (July 1, 2020 June 30, 2021), Aramark agrees to waive its right of first refusal to provide catering services on the Ammerman and Michael J. Grant campuses, as referenced in paragraph 40 of the Agreement. Accordingly, College shall be authorized to engage the services of any outside company or vendor to provide catering services for the College, College-sponsored events or non-College sponsored events.
- 5. For the period September 1, 2020 December 31, 2020, Aramark agrees to waive its right to prepare and deliver lunches to the Child Care Centers at the Ammerman and Michael J. Grant campuses, as referenced in paragraph 19 of the Agreement. Accordingly, College shall be authorized to engage the services of the Suffolk Community College Association, Inc., or any outside company or vendor, to prepare and deliver lunches to said Child Care Centers.

6. All other terms and conditions of the Agreement, not inconsistent herewith, shall remain in full force and effect.

For College	For Aramark
Signature:	Signature: Elin Wilson
Name: Louis J. Petrizzo	Name: Ellen Wilson
Title: Interim President	Title: vice President
Date: October 30, 2020	10/26/2020 Date:

MEMORANDUM OF UNDERSTANDING BETWEEN ARAMARK EDUCATIONAL SERVICES, LLC AND SUFFOLK COUNTY COMMUNITY COLLEGE

This Memorandum of Understanding ("MOU") between Aramark Educational Services, LLC ("Aramark") and Suffolk County Community College ("College") amends and supplements that certain Food Services Management Agreement between College and Aramark, effective July 1, 2015, as amended by Letter Amendment dated February 5, 2019 and Letter Amendment No. 2 dated November 20, 2019 (the "Agreement"), pursuant to which Aramark manages dining services at College ("Services").

WHEREAS, the parties find themselves in the midst of a global pandemic due to the rapid spread of the novel coronavirus COVID-19 and subsequent disruption of regular courses and operations at the College, including the vast majority of its dining operations (the "Pandemic"); and

WHEREAS, the parties acknowledge that the duration, intensity, and consequences of the Pandemic are difficult to predict; and

WHEREAS, the parties acknowledge that the Pandemic has required a full shut-down of Services, effective as of March 26, 2020; and

WHEREAS, this MOU is intended to temporarily modify the Agreement in order to serve the interests of both parties.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

- 1. Aramark shall waive the right to receive its General and Administrative Expense Allowance, as referenced in paragraph 2 of Letter Amendment No. 2, for the months of April 2020 through August 2020.
- 2. College agrees to waive the financial KPI and associated penalty, as set forth in paragraph 4(D)(i) of the Agreement (under which Aramark has agreed to pay College a payment in the amount of \$20,000 if the College's dining program fails to be self-sustaining) for the 2019-2020 operating year (July 1, 2019 June 30, 2020).
- 3. Aramark's \$10,000 donation to the Suffolk Community College Foundation, Inc. ("Foundation"), as required under paragraph 5 of Letter Amendment No. 2, shall be tendered to the Foundation by October 1, 2020, instead of June 1, 2020.
- 4. Aramark's Additional Financial Commitment in an amount up to \$250,000 for future dining facility enhancements, as set forth at paragraph 6 of Letter Amendment No. 2, will be

required to be provided to College upon a date occurring after June 30, 2021, such date to be mutually agreed upon by the parties, in writing.

- 5. Only upon the prior authorization of College, to be communicated to Aramark in writing no later than August 1, 2020, will Aramark perform remobilization and program continuity services as shown in the attached Exhibit A. Any staffing plans developed by Aramark in connection with such remobilization and program continuity services must be approved by the College, in writing, prior to implementation.
- 6. All other terms and conditions of the Agreement, not inconsistent herewith, shall remain in full force and effect.

For College	For Aramark
Signature: Louis J. Petrizzo	Signature:
Name: Louis J. Petrizzo	Name:Ellen Wilson-Ghee
_{Title:} Interim President	Title: Vice President
Date: 05/28/2020	Date:5/28/2020

Exhibit A

Remobilization and Program Continuity Services: Aramark will perform its regular remobilization and program continuity services. Those services include, but are not limited to, the following:

- Fall Menu Planning;
- Fall special events planning;
- Orientation Engagement and Meal Plan Sales;
- Development of meal plan selling collateral;
- Development of retail merchandizing plans and product mix;
- Development of retail promotions calendar;
- Catering re-mobilization;
- Annual Operating Planning for Operating Year 20/21;
- Accounting;
- Development of people management and staffing plans;
- Project Management (major/minor) to prepare for return to operations;
- Location cleaning and preparation;
- Overseeing maintenance;
- Developing action plans from consumer survey feedback;
- Ongoing service delivery planning for return to operation.

2400 Market Street Philadelphia, PA 19103



November 12, 2019

Louis J. Petrizzo, Esq. Interim President Suffolk County Community College 533 College Road Selden, NY 11784

Re: Letter Amendment No. 2 to Food Services Management Agreement

Dear Mr. Petrizzo:

This Letter Amendment No. 2 will confirm the understanding between you and our representatives that effective as of October 1, 2019 (except as otherwise specifically set forth below), the Food Services Management Agreement between **SUFFOLK COUNTY COMMUNITY COLLEGE** ("Client" or "College") and **ARAMARK EDUCATIONAL SERVICES, LLC**, dated January 31, 2018 and amended by a Letter Amendment dated February 5, 2019 (collectively, the "Agreement"), shall be further amended as follows:

- 1. Subsection B of Section 1, GRANT OF LICENSE TO ARAMARK; EFFECTIVE DATE; TERM, shall be deleted in its entirety, and in its place shall be inserted the following:
 - "B. The effective date of this Agreement, including attached Exhibits, is July 1, 2015 (the "Effective Date"). The term of this Agreement shall commence on the Effective Date and extend for a period of ten (10) years, with one (1) five (5)-year option to renew, at the sole option of the Client, unless this Agreement is otherwise terminated, as provided herein. The College may exercise its option to renew the Agreement, in writing, no fewer than one hundred and eighty (180) days prior to the expiration of the initial term of the Agreement."
- 2. Effective as of September 1, 2019, Subsection J, "General and Administrative Expense Allowance" of Section 2, DEFINITIONS, shall be deleted in its entirety, and in its place shall be inserted the following:
 - "J. "General and Administrative Expense Allowance": Aramark's allowance of a flat fee in the amount of One Hundred Thousand (\$100,000) Dollars for the financial, reporting, legal, tax and audit services, operational accountability and management oversight provided to client locations by Aramark at the district, regional and corporate levels, which shall include, among other items:
 - i. Operational Accountability
 - ii. Financial Reporting
 - iii. Legal Oversight
 - iv. Tax Management

November 12, 2019 Page 2

- v. Audit Services
- vi. Treasury Management.

Said flat fee shall be billed to the College is equal monthly installments of Eight Thousand Three Hundred and 33/100 (\$8,333.33) Dollars per each operating year during the term of this Agreement, as herein amended.

- 3. Subsection N, "Management Fee" of Section 2, DEFINITIONS, shall be deleted in its entirety, and in its place shall be inserted the following:
 - "N. "Management Fee": One Percent (1 %) of Net Receipts during the first year of this Agreement (2015-2016), Two Percent (2%) of Net Receipts during the second year of this Agreement (2016-2017), and Three Percent (3%) of Net Receipts during the third year of this Agreement (2017-2018) and for each year thereafter.

Commencing as of September 1, 2018, Aramark shall not collect a Management Fee for any operating year during the term of this Agreement, as herein amended. Any portion of the 2019-2020 operating year Management Fee collected by Aramark prior to the execution of this Amendment shall be returned to the College by Aramark.

- 4. Subsections B and C of Section 4, FINANCIAL TERMS, shall be deleted in their entirety, and in their place shall be inserted the following:
 - "B. During the first ten (10) years of the Agreement, Client shall charge all students taking nine (9) or more credits per semester at either the Ammerman or Michael J. Grant campuses One Hundred Dollars (\$100.00) for sales tax-free, Declining Balance Board Plan meal cards, per semester, which charge shall appear as a credit on such students' identification/meal cards. The parties may agree, upon mutual written consent, to offer optional meal plans at any time during the term of this Agreement. Any portion of such credit on students' identification/meal cards which remains unspent as of the close of the fall semester will carry over to the spring semester of the same academic year only. Any portion of such credit on students' identification/meal cards which remains unspent as of the close of an academic year shall be declared as revenue at the end of the relevant contract year (July 1 June 30).
 - C. One Percent (1%) of Net Receipts during the first year of this Agreement (2015-2016), Two Percent (2%) of Net Receipts during the second year of this Agreement (2016-2017), and Three Percent (3%) of Net Receipts during the third year of this Agreement (2017-2018) and for each year thereafter.

Commencing as of September 1, 2018, Aramark shall not collect a Management Fee for any operating year during the term of this Agreement, as herein amended.

November 12, 2019 Page 3

Any portion of the 2019-2020 operating year Management Fee collected by Aramark prior to the execution of this Amendment shall be returned to the College by Aramark."

5. Subsection A of paragraph 20, SUPPORT OF SUFFOLK COMMUNITY COLLEGE FOUNDATION, INC., shall be deleted in its entirety, and in its place shall be inserted the following:

"Aramark agrees that, during the first ten (10) year term of this Agreement, it shall support the mission of Suffolk County Community College by donating Ten Thousand Dollars \$10,000.00 per year to the Suffolk Community College Foundation, Inc., a registered 501(c)(3) tax-exempt nonprofit organization, in support of student scholarships. Aramark shall be obligated to provide such contribution to the Suffolk Community College Foundation, Inc. by June 1 of each year of this Agreement, only if this Agreement is in full force and effect as of the date upon which Aramark is to provide such contribution."

6. Section 21, FINANCIAL COMMITMENT, shall be amended to include the following additional paragraphs at the end of said Section, as specified below:

"As of October 1, 2019, the outstanding unamortized balance of the Financial Commitment is One Million Four Hundred Twenty Two Thousand Two Hundred Twenty and 63/100 (\$1,422,220.63) Dollars, which sum shall be considered a direct cost that is not subject to any additional fees, and will be included as a cost line item in the profit and loss statement for a period of one hundred twenty-nine (129) months, commencing October 1, 2019 and ending June 30, 2030.

In consideration of Client's agreement to extend the term of this Agreement to June 30, 2025, with an option to renew through June 30, 2030, Aramark shall make a financial commitment ("Additional Financial Commitment") to Client in an amount up to, but not to exceed, Two Hundred Fifty Thousand (\$250,000.00) Dollars for food service facility design, pre-construction, and construction services and dining facility renovations, and for the purchase and installation of dining services equipment, area treatment, signage and marketing materials and other costs associated with the dining services program on Client's premises. Said Additional Financial Commitment shall include all applicable taxes, if any. Any equipment purchased by Aramark on Client's behalf with the Additional Financial Commitment shall be purchased as a "sale-for resale" to Client. Client shall hold title to all such equipment (with the exception of those items which bear the name of Aramark, its logo, or any of its logo, service marks or trademarks or any logo, service marks or trademarks of a third party) upon such resale. Client acknowledges that it is a tax-exempt entity and will provide Aramark with a copy of the appropriate tax-exempt certificate. The Additional Financial Commitment shall be considered a direct cost which is not subject to any additional fees, and will be included as a cost line item in the profit and loss statement for a period November 12, 2019 Page 4

equivalent to the number of full months remaining until June 30, 2030, beginning upon complete expenditure of the Additional Financial Commitment.

Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete coverage of the expenditures of the Additional Financial Commitment, College or Aramark's successor dining services provider shall, upon demand from Aramark, reimburse Aramark for the outstanding unamortized balance of the Additional Financial Commitment. In the event such amounts owing to Aramark are not paid to Aramark within thirty (30) days of demand therefore, Client agrees to pay interest on such amounts at the Prime Rate, compounded monthly from the date of expiration or termination, until the date paid. The Prime Rate shall be the interest rate published in The Wall Street Journal as the base rate on corporate loans posted by at least Seventy-Five Percent (75%) of the thirty (30) largest U.S. banks, such rate to be adjusted on the last day of each Aramark accounting period. The right of Aramark to charge interest for late payment shall not be construed as a waiver of Aramark's right to receive payment of invoices within thirty (30) days of the invoice date."

All other terms and conditions of the Agreement, not inconsistent herewith, shall remain in full force and effect. This Letter Amendment No. 2 shall be attached to and become part of the Agreement.

If the foregoing is in accordance with your understanding, please sign and date all three copies of this Letter Amendment No. 2. Please retain one copy and return the remaining two copies of this Letter Amendment No. 2 at your convenience.

Very truly yours,

ARAMARK EDUCATIONAL SERVICES, LLC

("Aramark")

Booldoigneau

By: ____оғвв646352ғв4

Christian Dirx Vice President

The foregoing is accepted and agreed to this 20 day of November , 2019

SUFFOLK COUNTY COMMUNITY COLLEGE

("Client" or "College")

Louis J. Petrizzo

Interim President



Gail Vizzini
Vice President for Business & Financial Affairs
Suffolk County Community College
533 College Road, NFL232
Selden, NY 11784

Dear Ms. Vizzini:

This Letter Amendment will confirm the understanding between you and our representatives that effective as of October 1, 2018, the Agreement between SUFFOLK COUNTY COMMUNITY COLLEGE ("Client" or "College") and ARAMARK EDUCATIONAL SERVICES, LLC, dated January 31, 2018, (the "Agreement"), shall be amended as follows:

- 1. Subsection N, "Management Fee" of Section 2, DEFINITIONS, shall be deleted in its entirety, and in its place shall be inserted the following:
 - **"N. "Management Fee":** One Percent (1 %) of Net Receipts during the first year of this Agreement (2015-2016), Two Percent (2%) of Net Receipts during the second year of this Agreement (2016-2017), and Three Percent (3%) of Net Receipts during the third year of this Agreement (2017-2018) and for each year thereafter.

Aramark shall not collect a Management Fee for the 2018-2019 and 2019-2020 operating years, and any portion of the 2018-2019 operating year Management Fee collected by Aramark prior to the execution of this Amendment shall be returned to the College by Aramark."

- 2. Subsection C of Section 4, FINANCIAL TERMS, shall be deleted in its entirety, and in its place shall be inserted the following:
 - "C. Aramark shall receive and retain all Gross Receipts from the Campus Food Program from which it shall be entitled to reimburse itself for all Reimbursable Costs. In addition, Aramark shall receive a Management Fee of One Percent (1%) of Net Receipts during the first year of this Agreement (2015-2016), Two Percent (2%) of Net Receipts during the second year of this Agreement (2016-2017), and Three Percent (3%) of Net Receipts during the third year of this agreement (2017-2018) and for each year thereafter (the "Management Fee").

Aramark shall not collect a Management Fee for the 2018-2019 and 2019-2020 operating years, and any portion of the 2018-2019 operating year Management Fee collected by Aramark prior to the execution of this Amendment shall be returned to the College by Aramark."

All other terms and conditions of our Agreement shall remain in full force and effect. This Letter Amendment shall be attached to, and become part of, the Agreement.

November 28, 2018 Page 2

If the foregoing is in accordance with your understanding, please sign and date all three copies of this Letter Amendment. Please retain one copy and return the remaining two copies of this Letter Amendment at your convenience.

Very truly yours,

ARAMARK EDUCATIONAL SERVICES, LLC ("ARAMARK")

DocuSigned by:

..₌EillenःWilson-Ghee Vice President

The foregoing is accepted and agreed to this 5^{th} day of $\overline{\text{February}}$, 2019

SUFFOLK COUNTY COMMUNITY COLLEGE ("Client" or "College")

Louis J. Petrizzo

College General Counsel / Executive VP

FOOD SERVICES MANAGEMENT AGREEMENT

THIS AGREEMENT, made this 31st day of January, 2018, by and between SUFFOLK COUNTY COMMUNITY COLLEGE, an institution of higher education established pursuant to the New York State Education Law, having its principal place of business at 533 College Road, Selden, New York ("Client" or "College"), and

ARAMARK EDUCATIONAL SERVICES, LLC, a Delaware limited liability company, having its principal place of business at Aramark Tower, 1101 Market Street, Philadelphia, Pennsylvania ("Aramark").

WHEREAS, the College issued a Request for Proposals (RFP), advertised on October 16, 2014, for the exclusive provision of food and vending services at the College;

WHEREAS, Aramark submitted a proposal in response to such RFP; and

WHEREAS, on February 19, 2015, the College's Board of Trustees authorized a contract for such services with Aramark (Resolution No. 2015.14);

NOW, THEREFORE, in consideration of the promises and the mutual covenants and conditions herein contained, it is agreed by the parties hereto, as follows:

1. GRANT OF LICENSE TO ARAMARK; EFFECTIVE DATE; TERM

Client hereby grants to Aramark, on an exclusive basis, a non-transferable license, subject to the terms and conditions described herein, to provide Client with food and beverages which will be available for purchase by Client's students, faculty, staff and guests on its Ammerman and Michael J. Grant campuses in Selden and Brentwood, New York; to provide catering services at the Ammerman and Michael J. Grant campuses; and to provide vending services at all present Client campuses and downtown center locations.

- A. In addition, Aramark agrees to perform an evaluation of the Eastern Campus cafeteria and catering services in year 2 of this Agreement, to examine the feasibility of providing cafeteria and catering services to the Eastern Campus substantially similar to those services provided hereunder by year 3 of this Agreement. Any further commitment on the part of Aramark to provide such services on the Eastern Campus, if any, shall be negotiated and incorporated into this Agreement by a written amendment executed by both parties.
- B. The effective date of this Agreement, including attached Exhibits, is July 1, 2015 (the "Effective Date"). The term of this Agreement shall commence on the Effective Date 1 and extend for a period of five (5) years, with one (1) five (5)-year option to renew, at the sole option of the Client, unless this Agreement is otherwise terminated, as provided herein. The

College may exercise its option to renew the Agreement, in writing, no fewer than one hundred and eighty (180) days prior to the expiration of the initial term of the Agreement.

- C. In the event Client and Aramark agree to renew the term of this Agreement for an additional five (5) years, in accordance with paragraph 1(B) herein, any increase to the Declining Balance Board Plan shall be the subject of negotiation between such parties. The parties' determination as to whether or not there shall be any such increase to the Declining Balance Board Plan, and the terms thereof, shall be reflected in a writing, signed by the parties hereto.
- D. In the event that Client desires to serve beer in a Client-identified facility, then Aramark shall be the exclusive provider of beer in such facility. The parties shall mutually agree upon the terms of such beer service, including but not limited to the provision of alcohol insurance and indemnification, securing any necessary licenses, and relevant financial updates, at that time.
- **2. DEFINITIONS:** The following words and phrases when used in this Agreement, or any amendment hereto, shall have the meanings given to them in this Paragraph:
- A. "Accounting Periods": The two (2) Accounting Periods of four (4) weeks each and one (1) Accounting Period of five (5) weeks which occur in each quarter. The September Accounting Period shall periodically consist of six (6) weeks
 - B. "Agreement": This Food Services Management Agreement.
- C. "Allocated Charge": A charge established by Aramark which is reasonably allocated to the Campus Food Service Program, for certain services provided by Aramark to client locations, and as outlined in Exhibit A.
- D. "Declining Balance Board Plan": A pre-paid declining balance meal card program for food services required for Client's students enrolled for nine (9) or more credits per semester at the Ammerman and/or Michael J. Grant campuses, which shall cost One Hundred Dollars (\$100.00) per semester, and shall be available for all other students, employees and guests of Client.
- E. "Campus Food Service Program": Food service operations provided by Aramark under this Agreement, including Declining Balance Board Plan sales, cash sales, credit/debit sales, catering, food and drink vending sales, and other related food service operations.

- **F.** "Compensation": Wages and salaries, vacation (earned during the term of this Agreement, but unpaid vacation) and holiday pay, and other paid time off for Aramark employees assigned to duty on Client's premises.
- **G.** "Direct Costs": Costs incurred by Aramark directly attributable to services provided under this Agreement.
- H. "Entitlement": The total of the Reimbursable Costs and Management Fee.
- I. "Food Service Facilities": The areas, improvements, personal property and facilities made available by Client to Aramark, or provided by Aramark for the benefit of Client, for the Campus Food Service Program.
- J. "General and Administrative Expense Allowance": Aramark's allowance of an amount equivalent to Five Percent (5%) of Net Receipts for the financial reporting, legal, tax and audit services, operational accountability and management oversight provided to client locations by Aramark at the district, regional and corporate levels, and shall include, among other items:
 - Operational Accountability
 - ii. Financial Reporting
 - iii. Legal Oversight
 - iv. Tax Management
 - v. Audit Services
 - vi. Treasury Management.
- K. "Gross Receipts": All receipts received by Aramark from cafeteria sales and catering services, as further described in Paragraphs 9 and 39 herein, including cash, credit, debit and Declining Balance Board Plan sales transactions. Gross receipts shall not include receipts received by Aramark from cash and credit/debit card vending sales. Gross receipts shall include vending receipts received by Aramark from Declining Balance Board Plan vending sales.
- L. "Gross Vending Sales": All receipts received by the vending subcontractor from vending sales, including cash, credit, debit and Declining Balance Board Plan sales transactions.
- M. "Net Receipts": All Gross Receipts from cafeteria and catering sales, less all applicable state and local sales taxes. Net receipts shall not include gross receipts received from cash and credit/debit card vending sales. Net receipts shall include gross

receipts received from Declining Balance Board Plan vending sales, less all applicable state and local sales taxes.

- N. "Management Fee": One Percent (1 %) of Net Receipts during the first year of this Agreement (2015-2016), Two Percent (2%) of Net Receipts during the second year of this Agreement (2016-2017), and Three Percent (3%) of Net Receipts during the third year of this Agreement (2017-2018) and for each year thereafter.
- O. "Net Vending Sales": Gross vending sales, exclusive of applicable taxes, minus the seventy-two percent (72%) commission owed to the vending subcontractor.
- P. "Prime Interest Rate": The interest rate published in <u>The Wall Street</u>

 Journal as the base rate on corporate loans posted by at least Seventy-Five Percent (75%) of the thirty (30) largest U.S. banks, such rate to be adjusted on the last day of each Accounting Period.
- Q. "Reimbursable Costs": Direct Costs, Allocated Charges and General and Administrative Expense Allowance.
- **R.** "Servicewares": Items used in the serving of food and beverages such as chinaware, glassware and silverware.
- S. "Small Expendable Equipment": Items used in the preparation of food, such as pots, pans and kitchen utensils.
- T. "Vending Commission": A commission owed to Client in the amount of twenty-eight percent (28%) of gross vending sales, exclusive of applicable taxes.

3. FACILITIES AND EQUIPMENT; CAPITAL IMPROVEMENTS

A. Food Service Facilities:

i. Client shall make available to Aramark all present Food Service space, and Aramark shall perform all work and provide equipment, which shall be deemed as part of the Direct Costs, in accordance with paragraph 3(A)(ii), herein. Client shall furnish such heat, refrigeration, and utilities service as may be reasonably required for the efficient performance of this Agreement. The Food Service Facilities shall include adequate rest rooms for Aramark's employees and appropriate office space and office equipment including, but not limited to, desks, chairs, tables, filing cabinets and safe, for the exclusive use of Aramark in the performance of this Agreement. Client, or authorized representatives of the Client including, but not limited to, representatives of the Suffolk County Department of Health Services or the Suffolk County Department of Fire, Rescue, and Emergency Services, shall have full access to the Food Service Facilities at all times. All facilities covered under this Agreement are and shall

be the sole property of the Client, at all times during the period of this Agreement and thereafter, and all repairs or physical improvements to cafeterias shall become the property of the Client.

- ii. In accordance with its proposal in response to the College's RFP dated October 10, 2014 (incorporated herein by reference), and as more fully described in Paragraph 4 ("Financial Terms"), herein, Aramark agrees to expend up to Two Million Dollars (\$2,000,000.00), as per Section 21 below, during the Agreement's initial term to renovate, equip and update the Food Service Facilities on the Ammerman and Michael J. Grant Campuses, and to design and construct the following capital improvements on said campuses, as more fully described on the Plans, Drawings and Specifications, incorporated herein by reference as Exhibit "B":
 - a. Babylon Student Center Starbucks
 - Renovations to the Babylon Student Center Food Court,
 which shall include construction of a new Moe's Southwest Grill
 facility
 - c. Southampton Building POD
 - d. Renovations to the Captree Commons Food Court, which shall include construction of a new Subway facility
 - e. HSEC Convenience Store

Aramark shall be required to provide the College with documentation supporting expenditures made by Aramark for costs related to the discharge of the Financial Commitment obligations as outlined in Section 21, below, including, but not limited to, design work, construction costs and equipment.

- iii. Aramark further agrees, in accordance with its proposal in response to the College's RFP, to expend during the third year of this Agreement, if any, an additional Seven Hundred Fifty Thousand (\$750,000) Dollars to One Million (\$1,000,000) Dollars for capital improvements to the College's Eastern Campus. In the event that the cost of the construction exceeds the estimates provided on Exhibit B, attached hereto, and causes the total project cost to exceed \$2,000,000, then the financial terms and other obligations assumed by Aramark shall be renegotiated on a mutually agreeable basis to reflect the fair and reasonable costs of such project in a writing signed by both parties.
- **B.** All renovations and updates to facilities to be performed by Aramark shall be done in a good and workman-like manner by trades people properly licensed to perform such work in the County of Suffolk, following all inspection protocols required by the applicable

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building codes. Prior to the commencement of any work, Aramark shall identify the licensed trade people and all contractors and subcontractors performing work on Client's premises. All work shall conform to the requirements of all governmental agencies having jurisdiction over such work, including, but not limited to, Suffolk County Community College, the Suffolk County Department of Health Services (SCDHS), and the Suffolk County Department of Fire, Rescue and Emergency Services (SCFRES).

- C. Prevailing Wage. In the performance of any work performed hereunder, Aramark and its contractors and subcontractors shall comply with the New York State prevailing wage law (NYS Constitution, Art. I., §17 and NYS Labor Law, Art. 8). Compliance with state prevailing wage law includes without limitation, payment of at least prevailing wage as applicable; overtime and working hour requirements; apprenticeship obligations; payroll recordkeeping requirements; and any other obligations, as required by law.
- D. Aramark shall be responsible for obtaining and paying for all necessary permits and approvals for renovations to buildings from all governmental agencies having jurisdiction, including, but not limited to, Suffolk County Community College, the Suffolk County Department of Health Services (SCDHS), and the Suffolk County Department of Fire, Rescue and Emergency Services (SCFRES), which costs shall be deemed part of the Financial Commitment expended by Aramark for capital improvements.

E. Repair, Replacement, Maintenance and Cleaning:

- i. Client's Responsibilities: Client shall furnish all food service and server equipment, refrigeration equipment, and tables and chairs. Client, at its cost, shall provide regular cleaning service for walls, windows, light fixtures, draperies and blinds, and periodic waxing and buffing of floors in the Food Service Facilities. In addition, Client, at its cost, shall be responsible for semi-annual cleaning, if necessary, of all grease traps, duct work, plenum chambers and roof fans in the Food Service Facilities. Client shall be responsible for trash and garbage removal and extermination service. Client shall be responsible for building maintenance services for the Food Service Facilities, and shall be responsible for compliance with all federal, state and local safety and health laws and regulations with respect to the Food Service Facilities.
- ii. **Aramark's Responsibilities:** Aramark shall be responsible for the maintenance and repair of all food service and server equipment, which shall be deemed to be part of the Direct Costs, with the exception of refrigerators, freezers and kitchen exhaust hoods and fire suppression systems which will be the responsibility of the Client. Food service

equipment is to be maintained in accordance with the manufacturer's instructions with regards to inspecting, cleaning, lubricating and replacing worn parts. In the event a piece of equipment is not repairable or is at the end of its useful life, Aramark shall notify the Client and, if the Client agrees that the equipment should be replaced, the cost of the replacement shall be borne by the Client. Aramark shall maintain high standards of sanitation and shall be responsible for daily routine cleaning and housekeeping in the food preparation and service areas (including, but not limited to, food service equipment, kitchen floors, exhaust hoods and grease traps and filters) of the Food Service Facilities, as well as the Babylon Student Center loading dock, and for the routine cleaning of cafeteria tables, floors, and chairs in such areas.

- F. Servicewares and Small Expendable Equipment: Client shall provide servicewares and small expendable equipment, such as pots, pans, trays, dishes, silverware, napkin holders and replacements for same, as required to provide food, vending, catering and other services. Such items will remain the property of Client at all times. Aramark shall maintain such inventory as a Direct Cost.
- G. IT System: Aramark shall develop, implement, install, operate, administer and maintain an information technology system, including, but not limited to,(i) hardware (e.g. computers, timekeeping devices, point of sale devices, digital signage, kiosks, dynamic host configuration protocol devices and static internet protocol devices), (ii) owned and licensed software and/or websites and (iii) systems support necessary to support the services provided by Aramark (the "IT System"). Client shall receive an Allocated Charge for the development, implementation, operation and maintenance of the IT System.

Aramark shall be responsible for its own telephone and internet service needs, including maintenance and repairs, and will be required to coordinate any new connections with the College's Department of Network and Telecommunications. Aramark shall notify the Department of Network and Telecommunications when telephone or internet repairs or maintenance are scheduled in order to arrange for access to the College's facilities. Any costs in excess of those covered by Aramark's Allocated Charge related to the IT System shall be deemed as part of Direct Costs.

Client has provided, at its expense, a dedicated network segment (to the extent possible and at minimum access at all Aramark locations on campus to Client's information technology network via standard 80 and 443 network ports) and a suitable environment, including such heat, air conditioning, phone and utility service as may be reasonably required for the operation of the IT System. Client shall provide consistent and prominent access to content sites

developed by Aramark for Client (including, but not limited to, CampusDish and CampusDash) from Client's websites and online portals.

Client agrees that Aramark may obtain, store, utilize, process and transmit certain personal and financial data of Client's students, guests, faculty and staff within and beyond Client's firewall in accordance with (i) all applicable laws, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), (ii) the current Payment Card Industry Data Security Standards ("PCI Standards") and (iii) Aramark's privacy policy, available at http://www.aramark.com/PrivacyPolicy.aspx. Client agrees to work with Aramark and its third-party auditors to schedule and provide Client support to the extent required to review connectivity needed to verify Aramark's PCI compliance with applicable standards. Aramark shall be responsible for any unauthorized negligent release of protected records and information.

- H. Vehicles: Client may elect to purchase one or more vehicles to be used by Aramark in support of the Campus Food Service Program. Any such vehicle shall be properly insured by the College. Aramark shall be required to submit to Client a list of Aramark employees authorized to operate said vehicle(s), together with copies of their driver's licenses. Aramark shall provide Client with documentation demonstrating that motor vehicle background checks have been performed on those Aramark employees authorized to operate said vehicle(s). College reserves the right to reject access to vehicles to any Aramark employee.
- Hazardous Substances; Pre-Existing Conditions: Except to the extent caused by Aramark or any of its subcontractors, Aramark has no duty to investigate, detect, prevent, handle, encapsulate, remove, or dispose of, and will have no responsibility to Client or others for any exposure of persons or property to, asbestos, lead, fuel storage tanks or contents, indoor air pollutants or contaminants, poor air quality, or hazardous, toxic, or regulated waste substances, mold, fungi, mildew, pollutants, or contaminants (collectively, the "Hazardous Substances") at Client's Food Service Facilities or their surrounding premises; and such duties have not been included herein. Client will comply with all applicable federal, state, and local laws and regulations, which have been or will be enacted during the Term of this Agreement, regarding such Hazardous Substances on the Food Service Facilities' premises. Client will inform Aramark of the presence of such Hazardous Substances and acknowledges that Aramark employees will not be required to work in any location where they could be exposed to such Hazardous Substances. Aramark has advised Client that it does not provide or assume any responsibility to monitor or remediate mold, fungi, mildew, indoor air quality or any similar conditions, and that all determinations and corrective actions regarding mold, fungi,

mildew, indoor air quality and any similar conditions shall be made by Client or a third party retained by Client. In no case will any Aramark employee act in the capacity of a "Designated Person" (within the meaning of the Asbestos Hazard Emergency Response Act, "AHERA"), which duties remain solely with Client. Aramark will not be responsible for any conditions that existed in, on, or upon the Food Service Facilities before the Effective Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, environmental impairments, and other conditions. Client shall indemnify and hold harmless Aramark, its subsidiaries and affiliated companies, and their respective directors, officers and employees, against any liability related to, or arising out of, any defective condition or the presence of Hazardous Substances or Pre-Existing Conditions on or at the Food Service Facilities or the claimed or actual release or threatened release or disposal of Hazardous Substances from or at the Food Service Facilities, to the extent not caused by the willful misconduct or negligent acts or omissions of Aramark, its employees or subcontractors, including, without limitation, fines, penalties, clean-up costs, or costs of other environmental remediation measures.

J. Fire Safety Standards: Aramark shall not use or permit the storage of any turpentine, benzene, naphta or other similar substances or explosives of any kind, or any substance or thing prohibited in the standard policies of fire insurance companies licensed to do business in the State of New York, in any buildings erected or to be erected on Client's premises.

The Client shall be responsible for the installation, replacement and/or maintenance of smoke alarms, fire suppressions systems, fire extinguishers and exit signs in all Food Service Facilities and/or improved spaces, in accordance with the rules and regulations of the Suffolk County Department of Fire, Rescue, and Emergency Services and the County Fire Marshal.

4. FINANCIAL TERMS

- **A.** All facilities, equipment and services to be provided by Client under this Agreement shall be provided at Client's expense.
- B. During the first five (5) years of the Agreement, Client shall charge all students taking nine (9) or more credits per semester at either the Ammerman or Michael J. Grant campuses One Hundred Dollars (\$100.00) for sales tax-free, Declining Balance Board Plan meal cards, per semester, which charge shall appear as a credit on such students' identification/meal cards. The parties may agree, upon mutual written consent, to offer optional meal plans at any time during the term of this Agreement. Any portion of such credit on students' identification/meal cards which remains unspent as of the close of the fall semester

will carry over to the spring semester of the same academic year only. Any portion of such credit on students' identification/meal cards which remains unspent as of the close of an academic year shall be declared as revenue at the end of the relevant contract year (July 1 – June 30).

C. Aramark shall receive and retain all Gross Receipts from the Campus Food Program from which it shall be entitled to reimburse itself for all Reimbursable Costs. In addition, Aramark shall receive a Management Fee of One Percent (1%) of Net Receipts during the first year of this Agreement (2015-2016), Two Percent (2%) of Net Receipts during the second year of this Agreement (2016-2017), and Three Percent (3%) of Net Receipts during the third year of this agreement (2017-2018) and for each year thereafter (the "Management Fee").

D. Financial Key Performance Indicators (KPI):

- i. Beginning in the Fall semester of 2017, Aramark commits that the Campus Food Service Program will be self-sustaining. "Self-sustaining" shall mean that its Entitlement plus Direct Costs shall not exceed the Net Receipts during any operating year (July 1 June 30). In the event Aramark fails to satisfy this financial KPI for any operating year during the term of this Agreement, Aramark shall tender to Client the sum of \$20,000. Such sum shall be due and payable to Client no later than July 31st for the preceding operating year.
- ii. Beginning on October 1, 2017, and through June 30, 2018, and continuing annually for each October 1 through June 30 thereafter, Aramark will reduce the unused Declining Balance Board Plan dollars by two and one-half percent (2.5%) per year-end compared to the previous year, from a baseline of October 1 annually, up to a capture rate of Eighty-Five percent (85%), which shall be the maximum capture rate. If Aramark has not captured an additional 2.5 percent (2.5%) or greater of the Declining Balance dollars as compared to the previous year, up to a maximum capture rate of 85%, then Aramark will tender to the College the sum of \$5,000. Such sum shall be due and payable to Client no later than July 31st for the preceding operating year.
- iii. Beginning in the Fall semester of 2017, and for each operating year, thereafter, in the event the Aramark IT Systems are non-operational for a period of twenty-four (24) hours or more during the academic year (planned maintenance outages exempted), provided such Twenty-Four (24) hour non-operational periods, when combined, total two hundred eighty-eight (288) hours, annually, then Aramark will tender to the College the sum of \$5,000.00. Aramark shall provide notice of any planned maintenance outages. Non-Operational periods under 24 hours shall not count towards the 288 annual hours for purposes

of this provision. Such sum shall be due and payable to Client no later than July 31st for the preceding operating year.

- E. Customer Satisfaction KPIs: Customer satisfaction key performance indicators (KPIs) shall be utilized to identify clear, measureable goals and targets in order to increase profitability for the College. Aramark shall prepare quarterly reports for Client demonstrating the status and progress of such financial goals and targets.
- i. Customer Satisfaction Survey/Annual Metric Goals. Aramark shall develop an annual student dining survey or other appropriate assessment tool every October, beginning in 2017, which will act as a baseline for student satisfaction Aramark and Client will mutually agree to customer satisfaction metric goals once they see the results of the survey or other assessment tool. Aramark and Client agree to develop customer satisfaction metric goals by December 1, annually, to evaluate the operation of the Campus Food Service Program, and begin implementation of any necessary improvements to the Program. [See, paragraph 4(D)(i)]. Beginning in the Fall 2018 semester, and annually, thereafter, Aramark will assess whether it has achieved the identified annual customer satisfaction metric goals. If Aramark does not achieve said metric goals, Aramark agrees to pay Client \$5,000, which sum shall be due and payable to Client no later than December 31st.
- ii. Annual Marketing Plan. Aramark shall develop a written marketing plan and propose metric goals for Client's review each year of the Agreement, which shall be submitted to Client by July 31, 2017 for the 2017-2018 operating year, and then by May 31st each year thereafter. During the 2017-2018 operating year, the parties shall mutually agree in writing to a marketing plan, including metric goals, on or about December 31, 2017, and the resulting KPI shall be prorated based on the date of implementation. Every year, thereafter, Aramark and Client shall agree in writing to a marketing plan, including metric goals, by June 30th. The intent of the marketing plan is to increase voluntary participation of students in the Declining Balance Board Plan by having both retail and student events that engage customers and grow revenue. The annual marketing report will include an evaluation section that tracks the results of promotions and other marketing efforts. If Aramark does not achieve the marketing plan metric goals, Aramark agrees to pay Client \$5,000. Any such sum under this paragraph E(ii) shall be due and payable to Client no later than July 31st for the preceding operating year. 4 1

5. COLLEGE PROPERTY

It is expressly understood and agreed that the facilities covered under this Agreement, and any and all improvements thereto, are and shall be the sole property of the College at all

times during the period of this Agreement and thereafter. All repairs or physical improvements to the cafeterias shall immediately become the property of the College.

6. FOOD SERVICE AND MENUS

Aramark shall manage the Campus Food Service Program for Client and Client's students, faculty, staff and guests at such hours and locations as Client and Aramark mutually determine. Aramark shall submit menus to such person as Client shall designate at least one (1) week in advance of implementation.

7. PRICES

Client and Aramark shall mutually determine the prices at which items shall be sold. If Aramark sustains increases in its costs, including but not limited to increases in its product or labor costs, Aramark, with written notification to Client, may increase its prices to recover such increased costs. Aramark shall have the right to implement such price increases upon approval by Client. Price increases required by national brands shall be implemented immediately upon written notification to Client.

8. VENDING SERVICES

A. Aramark, or its designated subcontractor, will be the exclusive provider of vending machines to dispense snacks and beverages at all present College Facilities, including but not limited to the Ammerman, Grant and Eastern Campuses, the Sayville Center, the Culinary Arts Center and any other College facility that opens during the term of this Agreement where vending services are required and permitted. The sale of cigarettes, chewing tobacco and e-cigarettes shall be prohibited.

- **B.** Vending machines are to be of sufficient quantity and shall be placed in locations approved by the College, which shall be set forth in Exhibit C, entitled "Initial Vending Machine Locations." Vending machines shall be kept in good working order and shall prominently display where and how customers may obtain refunds when the machines malfunction. Machines will not obstruct any passageway, corridor or means of ingress or egress and no extension cords will be used.
- **C.** Client, Aramark, and Aramark's designated vending subcontractor shall mutually determine the prices at which vending machine items shall be sold. When a dispute arises, the reasonableness of the prices shall be measured against pricing at similarly situated colleges. The initial vending machine prices are set forth in Exhibit D, entitled "Initial Vending Machine Prices."

D. Aramark, or its designated subcontractor, will be responsible for operating and maintaining the vending machines in a manner that meets all applicable local and state building and health codes. Aramark, or its designated subcontractor, will inspect the vending machines daily and keep them clean and dust free. Aramark, or its designated subcontractor, will also inspect the area in the vicinity of each machine and will remove any litter, debris or spills from the floor and or the machines.

9. CATERING SERVICES

A. Aramark shall provide catering services for all College or College-sponsored events. Aramark shall also provide catering for all non-College events scheduled when the College (and its facilities) are otherwise closed. The College defines what "College-sponsored events" are. College entities include Suffolk County Community College, the Suffolk Community College Association, Inc., the Suffolk Community College Foundation, Inc., and the Center for Social Justice and Human Understanding, Inc.

- **B.** Aramark will issue, publish and make available its catering menus to College entities and other organizations. Aramark will post catering menus on its website; printed menus will be available at all food service locations and will be distributed as appropriate. An Aramark catering consultant will be available to assist College entities and outside organizations.
- **C.** When catering services are to be provided to non-Client external groups or licensee users of the Health, Sports and Education Center (HSEC) or other facilities under the control of the Client, Aramark will contract with such licensees directly for the provision of catering services, and the contracting licensees shall be solely responsible for the payment of all Aramark bills for such services.
- **D.** Client and Aramark shall mutually determine the prices at which catering items shall be sold. The initial catering prices are set forth in Exhibit E.

10. PERSONNEL

A. Aramark shall provide and pay a staff of personnel on duty on Client's premises for the efficient management of the Campus Food Service Program. Aramark personnel will be subject to all applicable policies, rules and regulations of Client. Aramark personnel may be employed by an Aramark affiliate and made available to Aramark pursuant to an intercompany agreement.

Aramark shall be reimbursed for the Direct Costs incurred by Aramark in connection with its personnel assigned to duty on Client's premises, including compensation

and related payroll costs, and shall charge an Allocated Charge for fringe benefits and human resource services.

- **B.** Aramark shall assign to duty on Client's premises only personnel acceptable to Client.
- **C.** Aramark will offer employment, or cause its affiliate to offer employment, on a fair trial basis to those of the present food service employees Client recommends, but will not be required to retain those who do not meet Aramark's standards or those in excess of the number required for efficient operation.
- **D.** Aramark agrees to hire Client's students to an extent mutually agreed upon. Client agrees that its Career Services and Cooperative Education Office shall assist Aramark with recruiting students by providing applications of interested students and assisting Aramark with the coordination of logistics for the hiring of such students.
- **E.** Client shall indemnify and hold harmless Aramark, its subsidiaries and affiliated companies, and their respective directors, officers, employees, against any and all liabilities including reasonable attorneys fees which may arise as a result of any personnel action taken by Client or Aramark at the direction of Client, including but not limited to claims and losses arising from claims or awards of retroactive wages, damages, interest, attorneys' fees and costs, fines and penalties.

Aramark shall indemnify and hold harmless Client and its Trustees, officers, employees, and students against any and all liabilities including reasonable attorneys' fees which may arise as a result of any negligent acts, actions or omissions committed by any employees of Aramark against any Client employee or student including acts or actions outside the scope of their employment with Aramark.

Aramark agrees to provide Client with prompt written notice of all losses or claims for which it will seek indemnity under this Agreement. Aramark agrees not to incur any cost or expense with respect to any loss or claim for which it seeks indemnity under this Section without the Client's prior written approval; provided, however, that the foregoing shall not apply in the event that the Client has in writing rejected, denied or otherwise failed to reasonably and timely respond to the indemnification request with respect to such loss or claim. Each party agrees to cooperate fully with the other party in the investigation, defense and settlement of all such losses and claims.

The College shall inform Aramark, in writing or if orally, a written confirmation shall be sent immediately, of any employee of Aramark whose conduct the College deems detrimental to the best interests of the students, faculty or staff of the College, or the public using the

facilities. Aramark shall immediately take any and all action necessary and appropriate to remedy the conduct.

F. Aramark agrees that no supervisory personnel of Client shall be hired by Aramark for the term of this Agreement and six (6) months thereafter.

Client acknowledges that Aramark and its affiliates have invested considerable amounts of time and money in training the supervisory personnel assigned to the Campus Food Service Program in the systems, procedures, methods, forms, reports, formulas, computer programs. recipes, menus, plans, techniques and other valuable information which is proprietary and unique to Aramark's manner of conducting its business and that such information is available, on a confidential basis, to such supervisory personnel. Therefore, Client agrees that supervisory personnel assigned to the Campus Food Service Program by Aramark will neither be hired by Client for the term of this Agreement and six (6) months thereafter, nor will Client knowingly permit supervisory personnel assigned to the Campus Food Service Program by Aramark to be employed on Client's premises for a period of six (6) months subsequent to the termination of this Agreement (unless such persons were formerly personnel of Client). For the purpose of this prohibition, "supervisory employees" shall be defined as those persons who have directly or indirectly performed management or professional services on Client's premises at any time during the twelve (12) month period immediately preceding termination of this Agreement.

In addition, Client agrees that if, after notice of a violation of this provision, client continues to violate the conditions set forth in the immediately preceding paragraph, then Client shall pay to Aramark and Aramark shall accept as liquidated damages and not as a penalty for such breach, an amount equal to two times the annual salary of the Aramark supervisory personnel hired by Client or allowed to work on Client's premises in violation of the terms of this Agreement.

G. Aramark shall not discriminate on the basis of race, color, national origin, religion, creed, age, disability, sex, gender identity, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, military status, domestic violence victim status, or criminal conviction as defined and prohibited by applicable law, including, but not limited to, Article 15 of the New York State Executive Law (known as the Human Rights Law), in the recruitment, selection, training, utilization, promotion, termination or other employment-related activities concerning personnel of the Campus Food Service Program. Aramark affirms that it is an equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations. In addition Aramark agrees that if it negligently

violates the conditions set forth in this paragraph and such violation results in the imposition on the Client of a monetary award, fine, judgment or any other liability, then Aramark agrees to hold harmless the College from such expense, including the cost of reasonable attorneys fees in defense of the Client in any such proceeding or proceedings.

11. NONDISCRIMINATION IN SERVICES

A. During the performance of this Agreement, Aramark shall not discriminate on the basis of race, color, religion, creed, sex, age, marital status, gender identity or expression, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, equal pay compensation-sex, national origin, military or veteran status, domestic violence victim status, criminal conviction or disability, deny any individual any service(s) or other benefits provided under this Agreement or provide any service(s) or other benefits to an individual which are different, or are provided in a different manner from those provided to others under this Agreement.

B. College's Non-Discrimination Notice:

Suffolk County Community College does not discriminate on the basis of race, color, religion, creed, sex, age, marital status, gender identity or expression, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, equal pay compensation-sex, national origin, military or veteran status, domestic violence victim status, criminal conviction or disability in its admissions, programs and activities, or employment. This applies to all employees, students, applicants or other members of the College community (including, but not limited to, vendors and visitors). Grievance procedures are available to interested persons by contacting either of the Civil Rights Compliance Officers/Coordinators listed below and are located at www.sunysuffolk.edu/nondiscrimination. Retaliation against a person who files a complaint, serves as a witness, or assists or participates in the investigation of a complaint in any manner is strictly prohibited.

The following persons have been designated to handle inquiries regarding the College's non-discrimination polices:

Civil Rights Compliance Officers

Christina Vargas

Chief Diversity Officer/Title IX Coordinator
Ammerman Campus; NFL Bldg., Suite 230
533 College Road, Selden, New York 11784
vargasc@sunysuffolk.edu
(631) 451-4950

Dionne Walker-Belgrave

Affirmative Action Officer/Deputy Title IX Coordinator Ammerman Campus, NFL Bldg., Suite 230 533 College Road, Selden, New York 11784 walkerd@sunysuffolk.edu

(631) 451-4051

12. HEALTH EXAMINATIONS

Aramark shall cause all of its personnel assigned to duty on Client's premises to submit to periodic health examinations as required by law, and shall submit satisfactory evidence of compliance with all health regulations to Client upon request. The cost of such examinations shall be a Direct Cost.

13. PURCHASING

Aramark shall purchase and pay for, as a Direct Cost, all food, supplies and services utilized in the Campus Food Service Program. Aramark will credit local trade discounts against the Direct Cost. Cash discounts or discounts not exclusively related to Aramark's operation at the Client's facilities shall not be credited to any Reimbursable Cost.

In the event an affiliated company or division of Aramark furnishes products or ancillary services necessary to the efficient operation of the Campus Food Service Program, the costs for such products or ancillary services as reflected in the Reimbursable Costs shall be competitive with the cost of obtaining such products or services from an independent source in the open market.

Aramark and Client shall jointly inventory all food and related supplies to be utilized in the Campus Food Service Program that are salable or usable in the ordinary course of the Campus Food Service Program. A summary of such inventory shall become part of this Agreement. During the course of this Agreement, title to all such food and supplies shall remain in Client. At the termination of this Agreement, Aramark and Client shall jointly undertake a closing inventory of all food and supplies that are salable or usable in the ordinary course of the Campus Food Service Program. The value of the opening inventory shall be offset against the value of the closing inventory. The value of the inventories shall be determined by invoice cost. In the event the opening inventory is greater than the closing inventory is greater than the opening inventory, the difference shall be considered Direct Costs in Aramark's final billing. At

the termination of this Agreement, Aramark shall be responsible for removing any unusable and/or unsaleable food.

15. LICENSES, PERMITS AND TAXES: Aramark shall obtain all federal, state and local licenses and permits required for operation of the Campus Food Service Program, and shall be responsible for all sales, use, excise, state and local business and income taxes attributable to the operation of the Campus Food Service Program. The cost of all such licenses, permits and taxes, including an estimated amount for state income taxes based on the operating unit's income, shall be Direct Costs.

In the event that a determination is made by a government authority that any sales, purchases, payments, or use of property made to or by Aramark under this Agreement, either in whole or in part, is subject to any sales, use, gross receipts, property, or any similar tax which tax was not contemplated by the parties at the commencement of operations hereunder, the full amount of any such tax liability, together with any interest paid by Aramark, shall be invoiced by Aramark and shall be reimbursed by Client, notwithstanding the fact that this Agreement may have expired or been terminated for any reason by either party prior to the date of such determination.

16. INSURANCE

- A. Aramark agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the College. Aramark shall charge the College an Allocated Charge for providing insurance coverage. See Exhibit A. Aramark agrees to require that all if its subcontractors, in connection with work performed for Aramark related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the College for Aramark. Unless otherwise specified by the College and agreed to by Aramark, in writing, such insurance shall be as follows:
 - i. **Commercial General Liability** insurance, including contractual liability coverage, in the amount of Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.
 - ii. Automobile Liability insurance (if any vehicles are used by Aramark in the performance of this Agreement) in the amount of Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and the amount of One Hundred Thousand (\$100,000.00) for property damage per occurrence.

- iii. Worker's Compensation and Employer's Liability insurance in compliance with all applicable New York State laws and regulations and Disability Benefits insurance, if required by law. Aramark shall furnish to the College, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless Aramark shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
- B. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.
- C. Aramark shall furnish to the College Certificates of Insurance for each such policy of insurance and upon request. In the case of commercial general liability insurance, the College and the County of Suffolk shall be named as additional insureds and Aramark shall furnish a Certificate of Insurance evidencing the College and County's status as additional insureds on the policy.
- D. Notice of cancelation of any insurance policies required herein shall be subject to ACORD 25 Certificate of liability standards, and will be delivered, as applicable, in accordance with policy provisions. Such notice and other evidence of insurance shall be mailed to the College at its address set forth in the paragraph entitled "Notices and Contact Persons" or at such other address of which the College shall have given Aramark notice in writing.
- E. In the event Aramark shall fail to provide the certificates of insurance or to maintain any insurance required by this Agreement, the College may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due Aramark under this Agreement or any other agreement between the College and Aramark.

Any insurance coverage that Aramark provides for Client and their respective directors, officers and employees shall only cover liability assumed by Aramark in this Agreement; such insurance coverage shall not cover liability in connection with or arising out of the wrongful or negligent acts or omissions of Client and their respective directors, officers and employees.

Client and Aramark waive any and all right of recovery from each other for property damage or loss of use thereof, howsoever occurring. This waiver shall include, but not

be limited to, losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage. This waiver shall not apply to claims for personal injury or death.

Aramark's liability shall not under any circumstances exceed the amount of the actual proceeds of insurance for the applicable claim (including the deductible portion), not to exceed the amount of the limits of insurance required in this Paragraph 12. In no event will either party be liable to the other party for any loss of business, business interruption, consequential, special, indirect or punitive damages.

17. INDEMNIFICATION

Each party shall indemnify and hold harmless the other Party, its respective contractors (if any), employees, agents and other persons from and against all third party claims, costs, judgments, liens, encumbrances and expenses, including reasonable attorneys' fees, for bodily injury, tangible property damage or wrongful death to the extent arising directly and proximately out of the negligence or intentionally wrongful acts or omissions of the indemnifying Party, its agents, employees or subcontractors in connection with the performance of the services described or referred to in this Agreement. If the damages, injury, loss or claim is caused by the negligence of both Parties, the apportionment of said damages, injury, loss or claim shall be shared between both Parties based upon the comparative degree of each Party's negligence and each Party shall be responsible for its own defense and its own costs including, but not limited to, the cost of defense, attorneys' fees and witnesses' fees and expenses incident thereto. This Section will not operate to waive either Party's rights under any worker's compensation act, disability benefits act, or other employee benefits acts, whether in tort, contract, or otherwise.

18. POURING RIGHTS

A. Aramark agrees to engage Pepsi-Co Inc. for the first year of this Agreement to provide beverages to Client. Upon signing of this Agreement, Client will receive from Aramark an initial payment of \$10,000, plus \$1.00 per case sold thereafter during the first year of this Agreement, to a maximum of \$25,000. Client will continue to be paid \$1.00 per case sold after this maximum of \$25,000 is met. The revenue generated in excess of \$25,000 during the first year of this Agreement shall be shared between Client and Aramark on a 50/50 basis. During the second year of this Agreement, and all years thereafter, Client will receive from Aramark a payment of \$30,000 by July 1 of each year. Client will also receive each year from Aramark \$1.00 per case for each case sold in excess of 30,000. Client reserves the right to renegotiate this pouring rights provision in the event additional College facilities are incorporated into this Agreement.

- **B.** At request of the Client, Aramark shall provide all data relating to vending sales which Client may be utilized to issue a Request for Proposals to engage a pouring rights company to serve Client.
- C. The Parties reserve the right to renegotiate and/or extend the Pouring Rights agreement with upon mutual consent as detailed at Paragraph 18(a), herein, for year two and any subsequent years of this Agreement.
 - **D.** In the event that Aramark's agreement with Pepsi-Co, Inc. cannot be executed or terminates, the Parties agree to identify an alternate beverage supplier and to negotiate terms mutually agreeable to both Parties.

19. CHILD CARE CENTERS

Aramark shall prepare and deliver lunches to the Child Care Centers at the Ammerman and Michael J. Grant Campuses that conform to NYS regulations at the following prices, in accordance with all provisions of the RFP and as a Direct Cost.

The cost per meal shall be as follows:

Year 1: \$3.82

Year 2: \$3.89

Year 3: \$3.96

Year 4: \$4.03

Year 5: \$4.10

20. SUPPORT OF SUFFOLK COMMUNITY COLLEGE FOUNDATION, INC.

- A. Aramark agrees that, during the first five (5) year term of this Agreement, it shall support the mission of Suffolk County Community College by donating Ten Thousand Dollars \$10,000.00 per year to the Suffolk Community College Foundation, Inc., a registered 501(c)(3) tax-exempt nonprofit organization, in support of student scholarships. Aramark shall be obligated to provide such contribution to the Suffolk Community College Foundation, Inc. by June 1 of each year of this Agreement, only if this Agreement is in full force and effect as of the date upon which Aramark is to provide such contribution.
- **B.** Aramark agrees that during the 5-year option term, if any, it shall continue to make donations to the Suffolk Community College Foundation, Inc. in sums to be determined by mutual written consent of the parties.

21. FINANCIAL COMMITMENT

In consideration of Client's Agreement with Aramark under the terms set forth herein, and as also described in the Parties' May 18, 2015 Letter of Intent its June 29, and August 19,

2015 Amendments, Aramark shall make a financial commitment in an amount up to, but not to exceed, Two Million Dollars (\$2,000,000.00) (the "Financial Commitment") for food service facility design, pre-construction, and construction services and dining facility renovations, and for the purchase and installation of dining services equipment, area treatment, signage and marketing materials and other costs associated with the dining services program on Client's Ammerman and Michael J. Grant campuses.. Said amount shall include all applicable taxes, if any. Any equipment purchased by Aramark on Client's behalf with the Financial Commitment shall be purchased as a "sale-for resale" to Client. Client shall hold title to all such equipment (with the exception of those items which bear the name of Aramark, its logo, or any of its logo, service marks or trademarks or any logo, service marks or trademarks of a third party) upon such resale. Client acknowledges that it is a tax-exempt entity and will provide Aramark with a copy of the appropriate tax-exempt certificate. The Financial Commitment Installments shall be considered a direct cost which is not subject to any additional fees, and will be included as a cost line item in the profit and loss statement for a period equivalent to the number of full months remaining until May 31, 2025, beginning on July 1, 2015, or upon complete expenditure of the Financial Commitment Installment, whichever is later. Installment payments tendered by the College to Aramark shall be deemed to cover expenditures under the Financial Commitment for food service facility design, pre-construction and construction services, and for the purchase of equipment, for the College's Selden Ammerman and Brentwood Michael J. Grant campuses. The cost of brand refreshes required by national brands shall not be included in the Financial Commitment, and shall be considered a Direct Cost, unless mutually agreed upon by the Parties. A refresh for the Starbucks may occur five (5) years after opening, and a refresh for the Moe's may occur ten (10) years after opening.

Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete coverage of the expenditures of the Financial Commitment, College or Aramark's successor dining services provider shall, upon demand from Aramark, reimburse Aramark for that portion of the Financial Commitment actually expended by Aramark. In the event such amounts owing to Aramark are not paid to Aramark within thirty (30) days of demand therefore, Client agrees to pay interest on such amounts at the Prime Rate, compounded monthly from the date of expiration or termination, until the date paid. The Prime Rate shall be the interest rate published in The Wall Street Journal as the base rate on corporate loans posted by at least Seventy-Five Percent (75%) of the thirty (30) largest U.S. banks, such rate to be adjusted on the last day of each Aramark accounting period. The right

of Aramark to charge interest for late payment shall not be construed as a waiver of Aramark's right to receive payment of invoices within thirty (30) days of the invoice date.

Aramark's financial obligation regarding the construction and other services and/or equipment funded by the Financial Commitment shall be Two Million Dollars (\$2,000,000.00), and the College shall be responsible for all agreed to and documented costs in excess of \$2,000,000 for these projects in an amount up to, but not to exceed, Two Hundred and One Thousand Dollars (\$201,000.00).

22. ACCOUNTING

- A. Accounting Period Billing: Within twenty (20) days after the end of each Accounting Period, Aramark will submit to Client an invoice for the amounts, if any, due Aramark for such period.
- B. Initial Four-Week Payment: Prior to the commencement of operations hereunder, Aramark shall submit to Client an invoice for an amount equal to the estimate of Aramark's Reimbursable Costs and Management Fee for one (1) four-week Accounting Period ("Initial Payment").

Within twenty (20) days prior to the commencement date of each semester (as defined in the Client's official calendar) thereafter, Aramark will submit to Client an invoice for an amount equal to the estimate of Aramark's Reimbursable Costs and Management Fee for one (1) four-week Accounting Period in such academic year.

The foregoing payments shall be retained by Aramark and shall be used from time to time by Aramark in part to make purchases as authorized agent of Client. Such payment shall be credited to Client at the time of the last billing made by Aramark to Client at the end of each semester (as defined in the Client's official calendar).

C. Accounting Period Operating Statement and Notification of Billing Adjustment:

- i. Within thirty (30) days after the end of each Accounting Period, Aramark will submit to Client an operating statement for such period and shall pay to Client the amount, if any, owed to Client pursuant to Paragraph 4;
- ii. Any difference between the amount of the invoice previously submitted for the Accounting Period (as referred to in Paragraph 22.A) and the amount shown on the operating statement as owing to Aramark for the Accounting Period will be reflected in the subsequent Accounting Period billing.

D. Payment Terms:

- If Aramark's Entitlement in any Accounting Period exceeds Net Receipts from Aramark's operations for such Accounting Period, then Client shall reimburse Aramark an amount equivalent to such deficit.
- ii. If Net Receipts from Aramark's operations in any Accounting Period exceed Aramark's Entitlement for such Accounting Period, plus reimbursement to Aramark for any substantiated unpaid deficits, as outlined by supporting documentation that shall not reasonably be rejected, in its Entitlement from prior Accounting Periods, if any, then Client shall receive One Hundred Percent (100%) of such excess sum.
- iii. Any such excess sums shall be retained by Aramark and shall be used to reimburse Aramark for any substantiated unpaid deficits in its Entitlement from current or prior Accounting Periods; however, in the event that such excess sums remain, after the reimbursement of any unpaid deficits, at the end of the contract year (June 30), then Aramark shall pay such excess sums to Client by July 31. In the event such excess sums remaining at the end of the contract year are not paid to Client by July 31, interest shall be charged on such sums at One Hundred Twenty-Five Percent (125%) of the Prime Interest Rate per annum or One Percent (1%) per Accounting Period, whichever is greater, on the unpaid balance (or in the event local law prohibits the charging of such rate, interest shall be charged at the maximum legal rate permitted), computed from July 31 until the date paid.
- All invoices submitted by Aramark to Client, shall be paid within iv. forty-five (45) days of the College's receipt of the invoice. In the event invoices are not paid within forty-five (45) days of the date of receipt, interest shall be charged on each invoice at One Hundred Twenty-Five Percent (125%) of the Prime Interest Rate per annum or One Percent (1%) per Accounting Period, whichever is greater, on the unpaid balance (or in the event local law prohibits the charging of such rate, interest shall be charged at the maximum legal rate permitted), computed from the invoice date until the date paid. No interest shall accrue on unpaid invoices disputed by the College provided the College notifies Aramark of the disputed invoice within forty-five (45) days of receipt. After such notification, the parties shall have sixty (60) days to resolve the dispute. After such period, or if Client initially fails to notify Aramark within forty-five (45) days, then interest shall apply as outlined above. Client may request documentation from Aramark to support invoices submitted for payment. satisfactory review of documentation, which shall not be unreasonably withheld, Client will tender appropriate payment. Payment may not be unduly withheld due to audit work performed to validate monthly invoices and operating statements. All costs billed to Client are Client's

responsibility unless audit of an invoice subsequent to its payment are identified and confirmed as fraudulent.

v. The right of either party to charge interest for late payment shall not be construed as a waiver of the right to receive payment of invoices within forty-five (45) days of the invoice date, or payment of excess sums by July 31. In the event that either party incurs legal expense in enforcing its right to receive timely payment of invoices or timely payment of excess sums, the noncompliant party agrees to pay reasonable attorney's fees and other costs.

23. RENEGOTIATION; ADJUSTMENT FOR CERTAIN CHANGES

The financial terms set forth in this Agreement and other obligations assumed by Aramark and Client hereunder are based on conditions in existence on the date this Agreement is executed, including, by way of example, Aramark's estimate of Direct Costs, Client's student population; labor, food and supply costs; and federal, state and local sales, use and excise taxes. In the event of a substantial change in the conditions or breach of, or the failure to fulfill, any representations by Aramark or Client, the financial terms and other obligations assumed by Aramark and the Client shall be renegotiated on a mutually agreeable basis to reflect such change, inaccuracy or breach.

Notwithstanding anything herein to the contrary, the financial terms set forth herein are based on the wages and benefits in effect as of the date Aramark commences operations hereunder. If Aramark's costs increase due to increases in employee health and welfare benefits costs or due to causes beyond Aramark's control, including, but not limited to, an increase in federal, state or local minimum wage rates, an increase in employer contributions to social security or payroll taxes (including retroactive changes to such contributions), or changes in a collective bargaining agreement covering Aramark's or the Client's employees, then Aramark shall give Client prior written notice of such increase, together with supporting documentation evidencing such increase, and ten (10) business days after such notice, Aramark shall automatically be entitled to a pro rata increase in its financial compensation to cover increased labor costs resulting directly or indirectly from such increase.

24. FORCE MAJEURE

Neither party shall be responsible to the other for any losses resulting from the failure to perform any terms or provisions of this Agreement, except for payments of monies owed, if the party's failure to perform is attributable to war, riot, or other disorder; strike or other work stoppage; fire; flood; hurricane, snow storm, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable

to prevent. Any such occurrence shall be referred to as a "Force Majeure." In the event of a Force Majeure which interferes with the Campus Food Service Program, upon request, Aramark shall take all reasonable steps to continue to provide service upon terms and conditions satisfactory to Aramark and Client.

25. ACCURATE BOOKS AND RECORDS

- A. Aramark shall keep separate books of account and records of all operations conducted under this Agreement and establish a system of reporting on bookkeeping and accounts that is acceptable to the College and that is in accordance with the accounting requirements for concession contracts issued by the College, which are set forth in Exhibit F, entitled Concessionaire's Rules and Regulations. All such books and records shall be retained throughout the term of this Agreement.
- **B.** Aramark must obtain and display their New York State Sales Tax Authorization Certificate and indicate on its menus whether or not the posted prices include tax or tax is to be added. Such tax must be properly recorded in the cash register.

26. CONFIDENTIAL INFORMATION AND PROPRIETARY MATERIALS

- A. Confidential Information: All financial, statistical, operating and personnel materials and information, including, but not limited to, technical manuals, recipes, menus and meal plans, policy and procedure manuals and computer software programs, including those software programs created by Client based on Aramark supplied information, relative to or utilized in Aramark's business or the business of any subsidiary or affiliate of Aramark shall be the property of Aramark and shall be confidential. Client shall keep such information confidential and shall so instruct its agents, employees and independent contractors, and the use of such information by Client in any manner shall not affect Aramark's ownership or the confidential nature of such information. Client shall not photocopy or otherwise duplicate any such materials without the prior written consent of Aramark.
- B. Proprietary Materials: Client agrees that all computer software programs, signage and marketing and promotional literature and material (collectively referred to as "Proprietary Materials") used by Aramark on Client's campus in connection with the food services provided by Aramark under this Agreement shall remain the property of Aramark notwithstanding the fact that Client may have received an Allocated Charge for the use of such Proprietary Materials in connection with the Campus Food Service Program. Upon termination of this Agreement, all use of trademarks, service marks and logos owned by Aramark or licensed to Aramark by third parties shall be discontinued by Client, and Client shall immediately return to Aramark all Proprietary Materials.

27. NOTICE

Notices required to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class as follows:

To Aramark:

Aramark Educational Services, LLC Aramark Tower, 24th Floor 1101 Market Street Philadelphia, PA 19107

ATTN: President

With a copy to:

Aramark Educational Services, LLC
Aramark Tower, 29th Floor
1101 Market Street
Philadelphia, PA 19107

ATTN: Vice President and Associate General Counsel

To Client:

Gail Vizzini, Vice President for Business and Financial Affairs Suffolk County Community College 533 College Road, NFL232 Selden, New York 11784

With a copy to:

Louis J. Petrizzo
College General Counsel/Executive Vice President
Suffolk County Community College
533 College Road, NFL230
Selden, New York 11784

With a copy to:

Suffolk County Attorney
Suffolk County Department of Law
H. Lee Dennison Building

100 Veterans Memorial Highway Hauppauge, New York 11788

28. RISKS OF ARAMARK

The risk of loss, damage or destruction from any peril to the furniture, fixtures, equipment or other personal property of Aramark, if any, shall be borne by Aramark.

29. ENTIRE AGREEMENT AND AMENDMENTS

This Agreement represents the entire agreement between the parties and supersedes any and all prior agreements. All prior negotiations have been merged into this Agreement, and there are no understandings, representations, or agreements, oral or written, express or implied, other than those set forth herein. Obligations of the parties set forth in this Agreement arising out of events occurring during the life of this Agreement shall survive the termination of this Agreement.

The terms of this Agreement may not be changed, modified or amended except by a writing signed by both parties.

30. WAIVER

The failure of Aramark or Client to exercise any right or remedy available under this Agreement upon the other party's breach of the terms, representations, covenants or conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement shall not be deemed a waiver of (i) such right or remedy; (ii) the requirement of punctual performance; or (iii) any right or remedy in connection with any subsequent breach or default on the part of the other party.

31. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York and venue for any litigation shall only be in any State or Federal Court in the County of Suffolk without regard to principles of conflicts of laws applicable therein.

32. TERMINATION

A. If at any time during the term of this Agreement, either party considers terminating the Agreement, such party shall give the other party written notice that it is considering such action, which notice shall set forth with sufficient specificity such party's reasons for contemplating termination. During the following thirty (30) day period the parties shall discuss, in good faith, the party's reasons for considering termination in an effort to avoid the need for such action. Following the thirty (30) day discussion period, the party considering termination, if not fully satisfied, may elect to terminate the Agreement by giving the other party

sixty (60) days' written notice of its intention to terminate; provided, however, neither party may give notice of its intention to terminate during the first ninety (90) days of operation under this Agreement, and further provided that no termination shall be effective until the end of an academic semester.

B. In the event of a breach by either party of its obligation under this Agreement to tender payment to the other party, written notice specifying the amount of such breach shall be given to the breaching party, who shall have seven (7) days within which to cure such breach. If the breach is not cured within that time, the non-breaching party shall have the right to then terminate this Agreement at the end of the academic semester if one is then in progress by giving the breaching party seven (7) days' written notice of its intention to terminate.

33. ASSIGNMENT

Client shall have the right to assign this Agreement to the Suffolk Community College Association, Inc. In all other instances, neither Client nor Aramark shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

34. INSOLVENCY

If at any time prior to the date herein fixed as the expiration of the term of this Agreement or any renewal hereof, there shall be filed by or against Aramark or an affiliate, in any court pursuant to any statute, either of the United States or of any State, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Aramark's property, and within thirty (30) days thereof Aramark fails to secure a discharge thereof, or if Aramark makes an assignment for the benefit of creditors, or petitions for or enters into such an arrangement, as may be permitted by law, this Agreement shall *ipso facto* be canceled and terminated and in which event neither Aramark nor any person claiming through or under Aramark or by virtue of any statute or of an order of any court shall be entitled to continuation of the Agreement.

35. SEVERABILITY

It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

36. NO IMPLIED WAIVER

No failure or delay by either party in enforcing any right or remedy under this Agreement shall be construed as a waiver of any future or other exercise of such right or remedy.

37. CERTIFICATION

The parties to this Agreement hereby certify that, other than the funds provided in this agreement and other valid Agreements with the County or College, there is no known personal, business, commercial, professional, economic, or financial relationship between the parties, signatories to this Agreement, and any partners, members, directors, or shareholders of five percent (5%) (or more) of any party to this Agreement.

38. ENFORCMENT OF RIGHTS AND REMEDIES

No failure or delay by either party in enforcing any right or remedy under this Agreement shall be construed as a waiver of any future or other exercise of such right or remedy.

39. CATERING SERVICES AND EVENTS OF NON-COLLEGE ENTITIES

Catering services for non-College entities at the Michael J. Grant Campus' Health, Sports and Education Center (HSEC) will require Aramark to contract directly with each licensee of events. A copy of the contract between each such licensee and Aramark shall be forwarded to the College's Director of Special Events and Programs no fewer than ten (10) days prior to each event or as early as practicable. Client will provide Aramark with a schedule of events on a monthly basis.

40. RIGHT OF FIRST REFUSAL

In the event that Aramark is not able to meet the catering needs for the College, College-sponsored events or non-College sponsored events, Client reserves the right to engage the services of an outside company to provide these services. Aramark shall provide notice to Client of its inability to meet such catering needs within seven (7) days of Client's request for same.

41. PRESIDENTIAL EVENTS

The College reserves the right to select a food service provider other than Aramark for four (4) Presidential Events on an annual basis.

42. MISCELLANEOUS

- A. Aramark shall designate a representative to attend meetings of the Client's Food Advisory Committee, when requested.
- B. Aramark shall address students' concerns regarding food and vending services and respond to such concerns in a timely manner.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives the day and year first above written.

SUFFOLK COUNTY COMMUNITY COLLEGE ("Client") ARAMARK EDUCATIONAL SERVICES, LLC ("Aramark")

Name: Dr. Shaun L. McKa Title: President

Name: Christian Dirx Title: Vice President

Exhibit A Allocated Charges

Charge	%	Items covered	Calculation
Standard Personnel Charge (SPC)	34.8%	Insurance: premiums for medical, life, and long- term disability, and costs to manage and administer the plans	The rate for fringe benefits and human resource services is
		Retirement: company distributions to retirement plans	determined by dividing the total costs for these
		Training: including direct tuition charges incurred for outside training, training program development costs, training materials costs, and costs incurred by management and staff departments in connection with training provided to front line personnel	services by the gross wages of salaried personnel assigned to all operating profit centers. The amount reflected in each
		Human Resource Services: costs of providing human resource support to ARAMARK's front line personnel, including costs to ensure compliance with EEO and other employment laws, costs incurred at the District, Regional, and Corporate levels to direct and oversee personnel decisions, industrial relation costs, and costs incurred to recruit front line personnel	operating profit center's operating statement is determined by multiplying the rate by the gross wages of salaried personnel assigned to that profit center. This charge
		Other costs: including employee relocation costs, front line manager and general manager bonuses, educational assistance, severance pay, service awards, and payroll services	appears on the client operating statement in the Other Payroll Costs line item found in the Labor Cost section.
Business Insurance Allocation	0.039 %	Crime, self and risk insurance	% of Sales
Workers Comp Allocation	4.59%	Worker's Compensation	% of Total Labor Cost
Higher Ed IT Charge	Sliding Scale	For Common Services / Technology Development specific to / across all Higher Ed Clients/locations	Percentage of PY plan monthly revenue. For
	percen	CORE Meal Plan Sales Reporting Analytics (MPA)	Vassar the rate is
	tage of planne	CORE Weekly Channel Retail Sales Reporting	0.002349
	d	CORE National Brand Sales & Royalty Payment Processing	
	revenu e.	Micros/Simphony POS & Mobile Platform Common Development & Maintenance (Retail Food, C- Store, Concessions, Premium Suite Order/Pay)	
		ScanPlus Quantum One-Card System Common Development & Maintenance (Dining, Auxiliary Services – Print Copy/Bookstores/Vending)	

		CampusDish content and e-commerce development, hosting, support and maintenance/upgrades	
		PCI-compliant Mobile Payment Technology	
		(Trustwave, Elavon, Fuzebox, etc.)	
		PCI Compliance Programs & Training	
		Program & Deployment Management of Food, Labor and Consumer-Facing technology programs	
		Enterprise Digital Signage Program standardization & content development	
		Other technology development & R&D activity – mobile / web ordering partnerships; Blackboard/CBORD integration with Micros Simphony, NCR, Sequoia, etc.	
		Quality control and other Microsoft Team Foundation systems supporting our project management, IT development and maintenance environments	
		Configuration, technology support and program development for TMA CMMS (Facilities Accounts)	
		POS System Management and Data Analysis	
		GM Daily Scorecard and Maintenance	
Group IT / PC Charges	0.37%	Hardware, software, maintenance, resources, servers, database administration, helpdesk, and enterprise backup/recovery for systems shared by all clients	% of Sales
	81 85	Application development and support for the enterprise-wide finance / personnel applications (including Oracle financials, MRS/ADS, HR, Payroll, etc.)	
		PRIMA Food Production software / inventory tablets including new Web-based PRIMA system	
		Workforce Management/Kronos and all support (time clocks, reports, training, etc.)	
		HR Systems for onboarding, training and Payroll changes	
		Mobile Phone/Smart Device programs & support	
		Payroll / Benefits Processing for employees	
		Email / voicemail systems	
		WebEx, Sharepoint & Lync Collaboration tools	
		E-Learning, LMS/Employee Training systems	
		The aramark.net global resource site for all employees at all clients	
		Labor/PVI / Performance Dashboards for all accounts	

		PC charge covers the equipment, software licenses and insurance, PC maintenance / disposition and warranty administration, as well as user-training and help materials for office computer equipment, printers, etc.	
MPM Allocated Charge	8.50%	Covers the cost of the support the Marketing manager provides in developing marketing programs for the Clients under their responsibility.	Weekly rate based on % of revenue in Marketing Manager's client coverage. Vassar is \$129 per week, 6,695 annually for FY 2016
Catertrax	Fixed fee	Covers the cost of the Catertrax catering software	\$275 Fixed monthly fee.
Insight	Fixed fee	Cost to support the Insight software that's used for Planning and Forecast.	Fixed monthly fee \$30 per person.
Computer chargeout	Fixed fee	Monthly cost of ARAMARK owned computers for employees	\$94 for desktops and \$126 for laptops per person.
Bank Charges	0.0088	ARAMARK's policy is to charge components for the cost incurred for direct and indirect banking services that are necessary in managing its daily operations.	Rate * Revenue.
Marketing Charges	Fixed fee	Social Media management and support. Voice of the Consumer monthly service fee to operate and maintain VOC system	VOC - \$148 monthly fee Social Media - \$65
Campus Dish	Fixed fee	Monthly support fee for Campus Dish.	FY 16 - 208.33 monthly rate

Exhibit B

The Plans, Drawings and Specifications prepared by Mancini Duffy Architects/Lizardos Engineering Associates, as dated below, are incorporated herein and made a part of this Agreement, as follows:

- a. Babylon Student Center Starbucks (4/12/17)
- b. Renovations to the Babylon Student Center Food Court, which shall include construction of a new Moe's Southwest Grill facility (5/31/17)
- c. Southampton Building POD (7/2/15)
- d. Renovations to the Captree Commons Food Court, which shall include construction of a new Subway facility (7/2/15 and 7/6/15)
- e. HSEC Convenience Store (6/12/15)

Exhibit C

Customer Detail: SUFFOLK COUNTY COMMUNITY COLLEGE 533 COLLEGE ROAD SELDEN NY, 11784

Edit Customer

Create Location

Locations Machines Delivery Points Map Tickets (0)

Notes

Machines Deployed

Machines					Deployed
AssetID	Location	Place	Туре	Commission Plan	Tax Jurisdiction
101011795	SCCC - AMMERMAN CAMPUS	BABYLON STUDENT CNTR - CAFE	HELLO GOODNESS CRANE COMBO	10% net monthly	Long Island
11778	SCCC - AMMERMAN CAMPUS	ISLIP ARTS BLDNG - 2ND FL BY ELEVATOR	AMS SNACK 5 WIDE	28% net monthly	Long Island
11781	SCCC - AMMERMAN CAMPUS	LIBRARY - 1ST FL LOUNGE	AMS SNACK 5 WIDE	28% net monthly	Long Island
11782	SCCC - AMMERMAN CAMPUS	ANNEX - 1ST FL VENDING RM	AMS SNACK 4 WIDE	28% net monthly	Long Island
11785	SCCC - AMMERMAN CAMPUS	S HAMPTON BLDNG - LOBBY	AMS SNACK 5 WIDE	28% net monthly	Long Island
11787	SCCC - AMMERMAN CAMPUS	S HAMPTON BLDNG - 2ND FL BY FLETCHER MEMORIAL	AMS SNACK 5 WIDE	28% net monthly	Long Island
11789	SCCC - AMMERMAN CAMPUS	NFL ADMIN BLDNG - HALLWAY	AMS SNACK 4 WIDE	28% net monthly	Long Island
11791	SCCC - AMMERMAN CAMPUS	ALBERT M AMMERMAN ADMIN BLDNG - BSMNT	AMS SNACK 5 WIDE	28% net monthly	Long Island
11794	SCCC - AMMERMAN CAMPUS	BABYLON STUDENT CNTR - CAFE	MERCHANT 6-WIDE SNACK	28% net monthly	Long Island

customer SUFFOLK COUNTY
COMMUNITY COLLEGE
address 533 COLLEGE ROAD

address 533 COLLEGE ROAD

city SELDEN

state, zip NY, 11784

phone

fax email

tax Long Island

jurisdiction

customer code

comments

sales



11795	SCCC - AMMERMAN CAMPUS	BABYLON STUDENT CNTR - CAFE	MERCHANT 6-WIDE SNACK	28% net monthly	Long Island
11797	SCCC - AMMERMAN CAMPUS	SMITHTOWN SCIENCE BLDNG - LOBBY	MERCHANT 6-WIDE SNACK	28% net monthly	Long Island
11800	SCCC - AMMERMAN CAMPUS	RIVERHEAD BLDNG - 2ND FL LOBBY	MERCHANT 6-WIDE SNACK	28% net monthly	Long Island
11801	SCCC - AMMERMAN CAMPUS	RIVERHEAD BLDNG - 2ND FL LOBBY	AMS SNACK 5 WIDE	28% net monthly	Long Island
11804	SCCC - AMMERMAN CAMPUS	RIVERHEAD BLDNG - 1ST FL LOBBY	MERCHANT 6-WIDE SNACK	28% net monthly	Long Island
11806	SCCC - AMMERMAN CAMPUS	ISLIP ARTS BLDNG - GRND FL BY RM 107 / EXIT	AMS SNACK 5 WIDE	28% net	Long Island
11808	SCCC - AMMERMAN CAMPUS	ISLIP ARTS BLDNG - HALLWAY LOBBY BY RM 115	MERCHANT 6-WIDE SNACK	28% net monthly	Long Island
11811	SCCC - AMMERMAN CAMPUS	LINDSAY LIFE SCIENCE BLDNG - MAIN LOBBY	MERCHANT 6-WIDE SNACK	28% net monthly	Long Island
11813	SCCC - AMMERMAN CAMPUS	AUTO TECH BLDNG - HALLWAY	AMS SNACK 5 WIDE	28% net monthly	Long Island
11815	SCCC - AMMERMAN CAMPUS	WAREHOUSE / FACILITIES - OFF LOADING DOCK	AMS SNACK 4 WIDE	28% net monthly	Long Island
11819	SCCC - AMMERMAN CAMPUS	GYM - LOBBY ENTRANCE	AMS SNACK 5 WIDE	28% net monthly	Long Island
15475	SCCC - AMMERMAN CAMPUS	ISLIP ARTS BLDNG - HALLWAY LOBBY BY RM 115	COFFEE MACHINE BRIO (JAMES)	No Commission	Long Island
163970	SCCC - AMMERMAN CAMPUS	GYM - LOBBY ENTRANCE	AQUAFINA HVV 721	28% net monthly	Long Island
163976	SCCC - AMMERMAN CAMPUS	WAREHOUSE / FACILITIES - OFF LOADING DOCK	PEPSI 721 HVV	28% net monthly	Long Island
164250	SCCC - AMMERMAN CAMPUS	GYM - BASEMENT BY WEIGHT RM	GATORADE 721 HVV	28% net monthly	Long Island

164321	SCCC - AMMERMAN CAMPUS	ALBERT M AMMERMAN ADMIN BLDNG - BSMNT	PEPSI 3800 GLASS- FRONT	28% net monthly	Long Island
164322	SCCC - AMMERMAN CAMPUS	ISLIP ARTS BLDNG - GRND FL BY RM 107 / EXIT	PEPSI 3800 GLASS- FRONT	28% net monthly	Long Island
164324	SCCC - AMMERMAN CAMPUS	S HAMPTON BLDNG - LOBBY	PEPSI 3800 GLASS- FRONT	28% net monthly	Long Island
164325	SCCC - AMMERMAN CAMPUS	S HAMPTON BLDNG - 2ND FL BY FLETCHER MEMORIAL	PEPSI 3800 GLASS- FRONT	28% net monthly	Long Island
164332	SCCC - AMMERMAN CAMPUS	NFL ADMIN BLDNG - HALLWAY	PEPSI 3800 GLASS- FRONT	28% net monthly	Long Island
164333	SCCC - AMMERMAN CAMPUS	LIBRARY - 1ST FL LOUNGE	PEPSI 3800 GLASS- FRONT	28% net monthly	Long Island
164537	SCCC - AMMERMAN CAMPUS	AUTO TECH BLDNG - HALLWAY	PEPSI 5800 GLASS- FRONT	28% net monthly	Long Island
164538	SCCC - AMMERMAN CAMPUS	BABYLON STUDENT CNTR - CAFE	PEPSI 5800 GLASS- FRONT	28% net monthly	Long Island
164539	SCCC - AMMERMAN CAMPUS	RIVERHEAD BLDNG - 2ND FL LOBBY	PEPSI 5800 GLASS- FRONT	28% net monthly	Long Island
164543	SCCC - AMMERMAN CAMPUS	RIVERHEAD BLDNG - 1ST FL LOBBY	PEPSI 5800 GLASS- FRONT	28% net monthly	Long Island
164545	SCCC - AMMERMAN CAMPUS	LINDSAY LIFE SCIENCE BLDNG - MAIN LOBBY	PEPSI 5800 GLASS- FRONT	28% net monthly	Long Island
164554	SCCC - AMMERMAN CAMPUS	RIVERHEAD BLDNG - 1ST FL LOBBY	PEPSI 5800 GLASS- FRONT	28% net monthly	Long Island
164559	SCCC - AMMERMAN CAMPUS	LINDSAY LIFE SCIENCE BLDNG - MAIN LOBBY	PEPSI 5800 GLASS- FRONT	28% net monthly	Long Island
164561	SCCC - AMMERMAN CAMPUS	BABYLON STUDENT CNTR - CAFE	PEPSI 5800 GLASS- FRONT	28% net monthly	Long Island
164567	SCCC - AMMERMAN CAMPUS	ISLIP ARTS BLDNG -	PEPSI 5800 GLASS- FRONT	28% net monthly	Long Island

HALLWAY LOBBY		
BY RM 115	;	

		BY RM 115			1
164568	SCCC - AMMERMAN CAMPUS	RIVERHEAD BLDNG - 2ND FL LOBBY	PEPSI 5800 GLASS- FRONT	28% net monthly	Long Island
164570	SCCC - AMMERMAN CAMPUS	SMITHTOWN SCIENCE BLDNG - LOBBY	PEPSI 5800 GLASS- FRONT	28% net monthly	Long Island
164571	SCCC - AMMERMAN CAMPUS	GYM - LOBBY ENTRANCE	PEPSI 5800 GLASS- FRONT	28% net monthly	Long Island
164703	SCCC - AMMERMAN CAMPUS	ISLIP ARTS BLDNG - 2ND FL BY ELEVATOR	PEPSI 621 VENDO	28% net monthly	Long Island
164717	SCCC - AMMERMAN CAMPUS	ANNEX - 1ST FL VENDING RM	PEPSI 621 VENDO	28% net monthly	Long Island
5451578	SCCC - AMMERMAN CAMPUS	LIBRARY - 1ST FL LOUNGE	COFFEE MACHINE BRIO (JAMES)	No Commission	Long Island
545417	SCCC - AMMERMAN CAMPUS	RIVERHEAD BLDNG - 1ST FL LOBBY	COFFEE MACHINE BRIO (JAMES)	No Commission	Long Island
11730	SCCC - EASTERN RIVERHEAD CAMPUS	PECANIC - OUTSIDE CAFE	MERCHANT 6-WIDE SNACK	28% net monthly	Long Island
11731	SCCC - EASTERN RIVERHEAD CAMPUS	PECANIC - OUTSIDE CAFE	MERCHANT 6-WIDE SNACK	28% net monthly	Long Island
164541	SCCC - EASTERN RIVERHEAD CAMPUS	PECANIC - OUTSIDE CAFE	PEPSI 5800 GLASS- FRONT	28% net monthly	Long Island
164560	SCCC - EASTERN RIVÉRHEAD CAMPUS	PECANIC - OUTSIDE CAFE	PEPSI 5800 GLASS- FRONT	28% net monthly	Long Island
164716	SCCC - EASTERN RIVERHEAD CAMPUS	ORIENT BLDNG - 2ND FLOOR	PEPSI 621 VENDO	28% net monthly	Long Island
35361	SCCC - EASTERN RIVERHEAD CAMPUS	ORIENT BLDNG - 2ND FLOOR	AP 113 AUTOMATIC PRODUCTS 113	28% net monthly	Long Island

101011770	SCCC - MICHAEL J GRANT CAMPUS	SAGTIKOS SCIENCE & ARTS BLDNG	HELLO GOODNESS CRANE COMBO	10% net monthly	Long Island
113	SCCC - MICHAEL J GRANT CAMPUS	LIU BUILDING	JAMES BRIO COFFEE	28% net monthly	Long Island
11736	SCCC - MICHAEL J GRANT CAMPUS	POB	AMS SNACK 4 WIDE	28% net monthly	Long Island
11740	SCCC - MICHAEL J GRANT CAMPUS	WORK FORCE	MERCHANT 6-WIDE SNACK	28% net monthly	Long Island
11742	SCCC - MICHAEL J GRANT CAMPUS	ASHAROKEN	MERCHANT 6-WIDE SNACK	28% net monthly	Long Island
11747	SCCC - MICHAEL J GRANT CAMPUS	HSE BLDNG - 2ND FL	MERCHANT 6-WIDE SNACK	28% net monthly	Long Island
11749	SCCC - MICHAEL J GRANT CAMPUS	HSE BLDNG - A WING MIDDLE STAIRWELL	AMS SNACK 5 WIDE	28% net monthly	Long Island
11753	SCCC - MICHAEL J GRANT CAMPUS	HSE BLDNG - A WING LOBBY	MERCHANT 6-WIDE SNACK	28% net monthly	Long Island
11758	SCCC - MICHAEL J GRANT CAMPUS	NESCONSET	MERCHANT 6-WIDE SNACK	28% net monthly	Long Island
11761	SCCC - MICHAEL J GRANT CAMPUS	PAUMANOK - 1ST FL BY FIRE ALARM	AMS SNACK 5 WIDE	28% net monthly	Long Island
11763	SCCC - MICHAEL J GRANT CAMPUS	CAUMETT - 2ND FLOOR	AMS SNACK 5 WIDE	28% net monthly	Long Island
11765	SCCC - MICHAEL J GRANT CAMPUS	CAUMETT - BSMNT BY MENS ROOM	AMS SNACK 5 WIDE	28% net monthly	Long Island
11770	SCCC -	SAGTIKOS	MERCHANT	28% net	Long Island

	MICHAEL J GRANT CAMPUS	SCIENCE & ARTS BLDNG	6-WIDE SNACK	monthly	
11771	SCCC - MICHAEL J GRANT CAMPUS	SAGTIKOS SCIENCE & ARTS BLDNG	MERCHANT 6-WIDE SNACK	28% net monthly	Long Island
154910	SCCC - MICHAEL J GRANT CAMPUS	ASHAROKEN	PEPSI 721 HVV	28% net monthly	Long Island
164003	SCCC - MICHAEL J GRANT CAMPUS	HSE BLDNG - A WING LOBBY	AQUAFINA 721 HVV	28% net monthly	Long Island
164148	SCCC - MICHAEL J GRANT CAMPUS	HSE BLDNG - A WING LOBBY	PEPSI HVV 721	28% net monthly	Long Island
164154	SCCC - MICHAEL J GRANT CAMPUS	SAGTIKOS SCIENCE & ARTS BLDNG	PEPSI 721 HVV	28% net monthly	Long Island
164253	SCCC - MICHAEL J GRANT CAMPUS	HSE BLDNG - 2ND FL WEIGHTROOM	GATORADE 721 HVV	28% net monthly	Long Island
164327	SCCC - MICHAEL J GRANT CAMPUS	HSE BLDNG - A WING MIDDLE STAIRWELL	PEPSI 3800 GLASS- FRONT	28% net monthly	Long Island
164330	SCCC - MICHAEL J GRANT CAMPUS	РОВ	PEPSI 3800 GLASS- FRONT	28% net monthly	Long Island
164331	SCCC - MICHAEL J GRANT CAMPUS	CAUMETT - BSMNT BY MENS ROOM	PEPSI 3800 GLASS- FRONT	28% net monthly	Long Island
164335	SCCC - MICHAEL J GRANT CAMPUS	PAUMANOK - 1ST FL BY FIRE ALARM	PEPSI 3800 GLASS- FRONT	28% net monthly	Long Island
164336	SCCC - MICHAEL J GRANT CAMPUS	CAUMETT - 2ND FLOOR	PEPSI 3800 GLASS- FRONT	28% net monthly	Long Island
164540	SCCC - MICHAEL J	HSE BLDNG - A WING LOBBY	PEPSI 5800 GLASS-	28% net monthly	Long Island

	GRANT CAMPUS	:	FRONT			
164542	SCCC - MICHAEL J GRANT CAMPUS	SAGTIKOS SCIENCE & ARTS BLDNG	PEPSI 5800 GLASS- FRONT	28% net monthly	Long Island	
164544	SCCC - MICHAEL J GRANT CAMPUS	CAPTREE BUILDING	PEPSI 5800 GLASS- FRONT	28% net monthly	Long Island	
164546	SCCC - MICHAEL J GRANT CAMPUS	SAGTIKOS SCIENCE & ARTS BLDNG	PEPSI 5800 GLASS- FRONT	28% net monthly	Long Island	
164547	SCCC - MICHAEL J GRANT CAMPUS	SAGTIKOS SCIENCE & ARTS BLDNG	PEPSI 5800 GLASS- FRONT	28% net monthly	Long Island	
164550	SCCC - MICHAEL J GRANT CAMPUS	SALLY ANN	PEPSI 5800 GLASS- FRONT	28% net monthly	Long Island	
164553	SCCC - MICHAEL J GRANT CAMPUS	CAPTREE BUILDING	PEPSI 5800 GLASS- FRONT	28% net monthly	Long Island	
164556	SCCC - MICHAEL J GRANT CAMPUS	HSE BLDNG - 3RD FLOOR	PEPSI 5800 GLASS- FRONT	28% net monthly	Long Island	
164558	SCCC - MICHAEL J GRANT CAMPUS	NESCONSET	PEPSI 5800 GLASS- FRONT	28% net monthly	Long Island	
16 4564	SCCC - MICHAEL J GRANT CAMPUS	HSE BLDNG - A WING LOBBY	PEPSI 5800 GLASS- FRONT	28% net monthly	Long Island	
164566	SCCC - MICHAEL J GRANT CAMPUS	WORK FORCE	PEPSI 5800 GLASS- FRONT	28% net monthly	Long Island	
164569	SCCC - MICHAEL J GRANT CAMPUS	HSE BLDNG - 2ND FL	PEPSI 5800 GLASS- FRONT	28% net monthly	Long Island	
164702	SCCC - MICHAEL J	NESCONSET	AQUAFINA 621 VENDO	28% net monthly	Long Island	

	GRANT CAMPUS				
167668	SCCC - MICHAEL J GRANT CAMPUS	LIU BUILDING	PEPSI 5800 GLASS- FRONT	28% net monthly	Long Island
17744	SCCC - MICHAEL J GRANT CAMPUS	HSE BLDNG - 3RD FLOOR	MERCHANT 6-WIDE SNACK	28% net monthly	Long Island
410	SCCC - MICHAEL J GRANT CAMPUS	CAPTREE BUILDING	JAMES BRIO COFFEE	No Commission	Long Island
47	SCCC - MICHAEL J GRANT CAMPUS	SAGTIKOS SCIENCE & ARTS BLDNG	JAMES BRIO	No Commission	Long Island
77726	SCCC - MICHAEL J GRANT CAMPUS	LIU BUILDING	MERCHANT MEDIA 4- WIDE	28% net monthly	Long Island
924	SCCC - MICHAEL J GRANT CAMPUS	HSE BUILDING	JAMES BRIO COFFEE	No Commission	Long Island
164177	SCCC - RIVERHEAD CULINARY ARTS & HOSPITALITY	2ND FLOOR HALLWAY	PEPSI 721 HVV	28% net monthly	Long Island
60054	SCCC - RIVERHEAD CULINARY ARTS & HOSPITALITY	2ND FLOOR HALLWAY	CRANE 5 WIDE SNACK	28% net monthly	Long Island
164701	SCCC - SAYVILLE DOWNTOWN CENTER	STUDENT LOUNGE	PEPSI 621 HVV	28% net monthly	Long Island
277050	SCCC - SAYVILLE DOWNTOWN CENTER	STUDENT LOUNGE (NO CHOC FOR THE SUMMER!!)	AP Studio 3	28% net monthly	Long Island

Exhibit D - Initial Vending Machine Prices

Manufacturer	Item Name	Units	Contract Contract Contract	Each
M&M Mars	3 MUSKETEERS	18	\$	1.75
PEPSI COLA OF NEW YORK	AQUAFINA 20 OZ	1,314	\$	2.00
PEPSI COLA OF NEW YORK	BRISK LEMONADE 20 OZ.	42	\$	2.00
sultana	CABRIONI COCA WAFERS	60	\$	1.50
Frito Lay	CHEETOS CRUNCHY 1 OZ	23	\$	1.50
Kelloggs	CHEEZIT LSS	3	\$	1.50
Kelloggs	CHEEZIT ORIG 1.5 OZ	180	\$	1.2
Kelloggs	CHEEZIT WHITE CHEDDAR 1.5 OZ	51	\$	1.2
General Mills	CHEX MIX CHEDDAR	46	\$	1.5
Mondelez	CHIPS AHOY	199	\$	1.5
CLIFF BAR	CLIFF BAR WH CHOC MACADAMIA	37	\$	2.7
Mrs Freshleys	CLOVER HILL BIG TEXAS CINN. ROLL	34	\$	1.5
MS. FRESHLEY'S	CLOVER HILL HONEY BUN 4 oz.	122	\$	1.5
TAYSTEE CAKES	COMBOS CHEDDAR PRETZEL	18	\$	1.5
PEPSI COLA OF NEW YORK	CRUSH GRAPE 12 OZ	1	\$	1.5
PEPSI COLA OF NEW YORK	CRUSH GRAPE 20 OZ	8	\$	2.0
PEPSI COLA OF NEW YORK	CRUSH ORANGE 12 OZ	6	\$	1.5
PEPSI COLA OF NEW YORK	CRUSH ORANGE 20 OZ	110	\$	2.0
PEPSI COLA OF NEW YORK	CRUSH PINEAPPLE 20 OZ	33	\$	2.0
PEPSI COLA OF NEW YORK	CRUSH STRAWBERRY 20 OZ	35	\$	2.0
Mondelez	DENTYNE ARCTIC CHILL	16	\$	1.5
Mondelez	DENTYNE ICE CINNAMON	8	\$	1.5
Mondelez	DENTYNE ICE SPEARMINT	23	\$	1.5
PEPSI COLA OF NEW YORK	DIET MOUNTAIN DEW 12 OZ	4	\$	1.5
PEPSI COLA OF NEW YORK	DIET MOUNTAIN DEW 20 OZ	33	\$	2.0
PEPSI COLA OF NEW YORK	DIET PEPSI 12 OZ	95	\$	1.5
PEPSI COLA OF NEW YORK	DIET PEPSI 20 OZ	33	\$	2.0
PEPSI COLA OF NEW YORK	DIET PEPSI MAX 20 OZ	26	\$	2.0
PEPSI COLA OF NEW YORK	DIET WILD CHERRY PEPSI 12 OZ	10	\$	1.5
PEPSI COLA OF NEW YORK	DIET WILD CHERRY PEPSI 20 OZ	38	\$	2.0
DIRTY CHIPS	DIRTY CHIPS SEA SALT 2 OZ	24	\$	1.5
Frito Lay	DORITO COOL RANCH LSS	109	\$	1.5
Frito Lay	DORITO NACHO LSS	211	\$	1.5

Frito Lay	Dorito Reduced Fat Nacho 1oz.	12	\$ 1.25
Frito Lay	DORITO SPICY CHILI REDUCED FAT	19	\$ 1.25
General Mills	FIBER ONE BAR ASSORTED	22	\$ 1.75
Mrs Freshleys	FRESHLEY'S DREAMIES	1	\$ 1.50
Frito Lay	FRITOS CLASSIC RANCH LSS	113	\$ 1.50
MISCELLANIOUS PRODUCTS	FRUTTATA PINEAPPLE	11	\$ 1.50
PEPSI COLA OF NEW YORK	GATORADE COOL BLUE 20 OZ	68	\$ 2.50
PEPSI COLA OF NEW YORK	GATORADE FRUIT PUNCH 20 OZ	96	\$ 2.50
PEPSI COLA OF NEW YORK	GATORADE GLACIER FREEZE 20 OZ	192	\$ 2.50
PEPSI COLA OF NEW YORK	GATORADE LEMON/LIME 20 OZ	48	\$ 2.50
PEPSI COLA OF NEW YORK	GATORADE ORANGE 20 OZ	63	\$ 2.50
Frito Lay	GRANDMAS VANILLA MINI COOKIE	197	\$ 1.50
MISCELLANIOUS PRODUCTS	GRAZE - DARK CHOCOLATE CHERRY	61	\$ 2.50
MISCELLANIOUS PRODUCTS	GRAZE - SWEET MEMPHIS BBQ	50	\$ 2.50
MISCELLANIOUS PRODUCTS	GRAZE - VEGGIE PROTEIN POWER	46	\$ 2.50
PEPSI COLA OF NEW YORK	HAWAIIAN PUNCH 20 OZ	12	\$ 2.00
Frīto Lay	HERRS BAKED SOUR CREAM & ONION CHIPS LSS	20	\$ 1.50
HERRS POTATO CHIPS	HERRS CREAMY RANCH & HABANERO	7	\$ 1.25
Frito Lay	HERRS CRUNCHY CHEESTIX LSS	53	\$ 1.50
KRAFT SNACK DIVISION	HERRS JALAPENO POPPERS	7	\$ 1.50
Herrs	HERRS KETTLE BBQ	43	\$ 1.50
Herrs	HERRS KETTLE CHIP LSS	33	\$ 1.50
Herrs	HERRS KETTLE JALAPENO LSS	140	\$ 1.50
HERRS POTATO CHIPS	HERRS ORIGINAL LSS	45	\$ 1.50
HERRS POTATO CHIPS	HERRS POPCORN LSS	40	\$ 1.50
Generic	HERR'S POPPED CHIPS	9	\$ 1.50
HERRS POTATO CHIPS	HERRS SALT & VINEGAR 10Z.	7	\$ 1.25
Cloverhill	HERSHEY CHOCOLATE BAR	19	\$ 1.75
MISCELLANIOUS PRODUCTS	IZZE SPARKLING BLACKBERRY 8.4 OZ	12	\$ 2.00
MISCELLANIOUS PRODUCTS	IZZE SPARKLING CLEMENTINE 8.4 OZ	11	\$ 2.00
Mondelez	JARET RED FISH	98	\$ 1.50
sultana	KETTLE INDIANA POPCORN LSS	0	\$ 1.50
KIND LLC.	KIND BAR FRUIT & NUT	57	\$ 2.50
Generic	KIT KAT BIG KAT	49	\$ 1.75

	LANG PAUED DDO LCC	17	\$ 1.50	
Frito Lay	LAYS BAKED BBQ LSS			
Frito Lay	LAYS BAKED REGULAR LSS	20	\$ 1.50	
Wrigley	LIFE SAVER 5 FLAVOR	0	\$ 0.75	
Wrigley	LIFE SAVER PEPPERMINT	2	\$ 0.75	
Wrigley	LIFE SAVER WINTERGREEN	1	\$ 0.75	
LINDENS COOKIES	LINDEN'S BUTTER 2oz	0	\$ 1.50	
LINDENS COOKIES	LINDEN'S CHOC. 20z	2	\$ 1.50	
PEPSI COLA OF NEW YORK	LIPTON DIET GREEN TEA 20 OZ	14	\$ 2.00	
PEPSI COLA OF NEW YORK	LIPTON GREEN TEA 20 OZ	132	\$ 2.00	
PEPSI COLA OF NEW YORK	LIPTON ICE TEA 12 OZ	29	\$ 1.50	
PEPSI COLA OF NEW YORK	LIPTON ICE TEA 20 OZ	227	\$ 2.00	
PEPSI COLA OF NEW YORK	LIPTON PEACH ICE TEA 20 OZ	157	\$ 2.00	
Mondelez	LORNA DOONE	0	\$ 1.50	
M&M Mars	M&M PEANUT	281	\$ 1.50	
M&M Mars	M&M PLAIN CANDY	4	\$ 1.50	
Mondelez	MILKY WAY	7	\$ 1.50	
PEPSI COLA OF NEW YORK	MIST TWIST 20 OZ	13	\$ 2.00	
PEPSI COLA OF NEW YORK	MOUNTAIN DEW 12 OZ	74	\$ 1.50	
PEPSI COLA OF NEW YORK	MOUNTAIN DEW 20 OZ	39	\$ 2.00	
PEPSI COLA OF NEW YORK	MOUNTAIN DEW VOLTAGE 20 OZ	47	\$ 2.00	
Mr Nature	MR NATURE ORIGINAL UNSALTED TRAIL MIX	13	\$ 1.50	
KARS NUT COMPANY	MR NATURE TRAIL MIX YOGURT 2 0Z.	35	\$ 1.50	
Mr Nature	MR. NATURE CASHEWS	18	\$ 1.50	
KARS NUT COMPANY	MR. NATURE ENERGIZER MIX	8	\$ 1.50	
Mr Nature	MR.NATURE SWEET 'N SALTY MIX	2	\$ 1.75	
Mrs Freshleys	MRS. FRESHLEY'S BUDDY BAR 2PK	40	\$ 1.50	
MRS. MAYS	MRS. MAYS ALMOND CRUNCH	9	\$ 4.00	
MRS. MAYS	MRS. MAYS CASHEW CRUNCH	2	\$ 4.00	
MRS. MAYS	MRS. MAYS CRAN-BLUEBERRY CRUNCH	8	\$ 4.00	
PEPSI COLA OF NEW YORK	MUG ROOTBEER 20 OZ	27	\$ 2.00	
MISCELLANIOUS PRODUCTS	NAKED JUICE BLUE MACHINE 15.2 OZ	10	\$ 4.50	
MISCELLANIOUS PRODUCTS	NAKED JUICE GREEN MACHINE 15.2 OZ	9	\$ 4.50	
MISCELLANIOUS PRODUCTS	NAKED JUICE MIGHTY MANGO 15.2 OZ	18	\$ 4.50	
General Mills	NAT VALLEY DARK CHOCOLATE CHERRY	0	\$ 1.75	
General Willis	on M. Marris et amonda and the state of			

Consum I NATIO	NAT VALLEY HONEY & OATS		131	\$	1.75
General Mills	NATURE VALLEY SWEET & SALTY BAR		4	\$	1.75
Mondelez	NUT HARVEST ALMONDS		6	\$	2.75
Frito Lay	NUT HARVEST ALMONDS NUT HARVEST TOFFEE GLAZED NUT MIX		16	\$	2.75
Frito Lay	NUTTER BUTTER 1.9 OZ		11	\$	1.50
Mondelez	OCEAN SPRAY APPLE JUICE		97	\$	2.50
PEPSI COLA OF NEW YORK	OCEAN SPRAY APPLE JUICE OCEAN SPRAY CRAN GRAPE		4	\$	2.50
PEPSI COLA OF NEW YORK			18	\$	2.50
PEPSI COLA OF NEW YORK	OCEAN SPRAY CRANBERRY COCKTAIL			\$	2.50
PEPSI COLA OF NEW YORK	OCEAN SPRAY ORANGE JUICE		40	\$	
Mondelez	ORBIT CINNAMINT		9	/6/	1.50
Mondelez	ORBIT GUM SWEET MINT		44	\$	1.50
Mondelez	OREO CREME COOKIE 2.4 OZ		45	\$	1.50
Promotion in Motion Inc.	ORIGINAL GUMMI FACTORY		67	\$	2.50
Frito Lay	OVEN BAKED RUFFLES CHEDDAR SOUR CREAM 1 OZ		13	\$	1.25
KEYSTONE	PARTY MIX 1 OZ		82	\$	1.25
KEYSTONE	PARTY MIX LSS		76	\$	1.50
Nestle	PAYDAY		22	\$	1.75
Manufacturer GOLDENBERG	PEANUT CHEWS		1	\$	1.50
PEPPERIDGE FARMS	PEP FARM GOLDFISH CHEESE		6	\$	1.50
PEPSI COLA OF NEW YORK	PEPSI 12 OZ		256	\$	1.50
PEPSI COLA OF NEW YORK	PEPSI 20 OZ		117	\$	2.00
Generic	PIRATES BOOTY WHITE CHED		143	\$	1.50
Mr Nature	PLANTERS PEANUTS LIGHTLY SALTED		53	\$	1.50
Kelloggs	POPTARTS STRAWBERRY		277	\$	1.50
QUAKER BRANDS	QUAKER BREAKFAST COOKIES - OATMEAL RAISIN	-	16	\$	1.75
QUAKER BRANDS	QUAKER BREAKFAST FLATS - CRANBERRY ALMOND		19	\$	1.75
QUAKER BRANDS	QUAKER CHEWY CHOC CHIP GRANOLA BAR		17	\$	1.75
M&M Mars	REESE'S PEANUT BUTTER CUPS		152	\$	1.50
Hershey Candies	REESE'S PIECES VALUE PACK		16	\$	2.00
Kelloggs	RICE KRISPY TREATS		249	\$	1.50
Mondelez	RITZ BITZ CHEESE		130	\$	1.50
PEPSI COLA OF NEW YORK	ROCKSTAR FRUIT PUNCH		107	\$	3.75
PEPSI COLA OF NEW YORK	ROCKSTAR ORIGINAL		96	\$	3.75
PEPSI COLA OF NEW YORK	ROCKSTAR ZERO		0	\$	3.75

Exhibit E







All-Day Packages

Choose one of these 3 packages to sustain you throughout the day

ALL DAY DELICIOUS \$31.99

Relax. We'll keep the food coming! These 4 selections will keep your energy up throughout the day. 15 Person Minimum

Delicious Dawn

ASSORTED MUFFINS

ASSORTED SCONES

FRESH SEASONAL SLICED FRUIT

ASSORTED JUICE **BOTTLED WATER**

GOURMET COFFEE, DECAF AND HOT TEA

400-510 CAL EACH

430-470 CAL EACH 40 CAL/2.5 OZ. SERVING

> 110-170 CAL EACH O CAL EACH

O CAL/8 OZ. SERVING

Includes appropriate condiments

AM Perk Up

GRANOLA BARS

SASSORTED INDIVIDUAL YOGURT CUPS

ICED TEA GOURMET COFFEE, DECAF AND HOT TEA

190 CALEACH 50-I50 CAL EACH 5 CAL/8 OZ. SERVING O CAL/8 OZ. SERVING

Power Up Lunch

TOMATO AND CUCUMBER

COUSCOUS SALAD

ORANGE FENNEL SPINACH SALAD

BAKERY FRESH ROLLS

GREEN BEANS GREMOLATA

THREE PEPPER CAVATAPPI WITH PESTO

Includes appropriate condiments

GRILLED CHICKEN WITH A LEMON TARRAG

ON WHITE WINE SAUCE

NEW YORK CHEESECAKE

ICED TEA

ICED WATER

200 CAL/5.75 OZ. SERVING

120 CAL/3.75 OZ. SERVING

210 CAL/3.2 OZ. SERVING

70 CAL/3 OZ. SERVING

310 CAL/7.5 OZ. SERVING

160 CAL EACH

440 CAL/SLICE 5 CAL/8 OZ. SERVING

O CAL/8 OZ. SERVING

TORTILLA CHIPS

GRILLED VEGETABLE TRAY

CHILLED SPINACH DIP WITH

FRESHLY BAKED BROWNIES

BOTTLED WATER

GOURMET COFFEE, DECAF AND HOT TEA

PM Pick Me Up

230 CAL/2.25 OZ. SERVING

70 CAL/3 OZ. SERVING

250 CAL/2.25 OZ. SERVING

O CAL EACH

O CAL/8 OZ. SERVING

Includes appropriate condiments



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MEETING WRAP UP \$26.99

Serve these favorites and success is a wrap! This All-Day package includes the following 4 delights. 15 Person Minimum

Morning Mini

MINIATURE MUFFINS	80-120 CAL EACH
MINIATURE DANISH	140-170 CAL EACH
MINIATURE SCONES	IIO-I2O CAL EACH
PAPPLE, RAISIN AND CRANBERRY	
YOGURT PARFAITS	400 CAL EACH
STRAWBERRY YOGURT PARFAITS	370 CAL EACH
ICED WATER	O CAL/8 OZ. SERVING
GOLIRMET COFFEE DECAF AND HOT TEA	OCAL /8 OZ SERVING

The Energizer

DONUT HOLES	45-90 CAL EACH
RIPE BANANAS	IIO CAL EACH
ICED TEA	5 CAL/8 OZ. SERVING
GOURMET COFFEE, DECAF AND HOT TEA	O CAL/8 OZ. SERVING

It's a Wrap

CHICKEN CAESAR WRAP	540 CAL EACH
PEPPER JACK TUNA WRAP	590 CAL EACH
CRAN-APPLE TURKEY WRAP	650 CAL EACH
GRILLED VEGETABLE WRAP	620 CAL EACH
FRESH SEASONAL SLICED FRUIT	40 CAL/2.5 OZ. SERVING
TRADITIONAL GARDEN SALAD	50 CAL/3.5 OZ. SERVING
GRILLED VEGETABLE PASTA SALAD	130 CAL/3 OZ. SERVING
INDIVIDUAL BAG OF CHIPS	100-160 CAL EACH
SASSORTED CRAVEWORTHY COOKIES	250-310 CAL EACH
FRESHLY BAKED BROWNIES	250 CAL/2.25 OZ. SERVING
BOTTLED WATER	O CAL EACH

Includes appropriate condiments

Mid-Day Munchies

Includes appropriate condiments

TORTILLA CHIPS & SALSA	150 CAL/2 OZ. SERVING
SALSA VERDE	IO CAL/I OZ. SERVING
PICO DE GALLO	IO CAL/I OZ. SERVING
■ APPLES	60 CAL EACH
ORANGES	50 CAL EACH
BANANAS	IIO CAL EACH
ASSORTED CRAVEWORTHY COOKIES	250-310 CAL EACH
BOTTLED WATER	O CAL EACH
GOURMET COFFEE, DECAF AND HOT TEA	O CAL/8 OZ. SERVING

SIMPLE PLEASURES \$19.99

Easy does it—Casually tasteful fare. This All—Day package includes 3 of our favorites. 15 Person Minimum

Simple Continental

ASSORTED DONUTS	190-490 CAL EACH
ASSORTED BAGELS	170-360 CAL EACH
ORANGE JUICE	120 CAL/8 OZ. SERVING
ICED WATER	O CAL/8 OZ. SERVING
GOURMET COFFEE, DECAF AND HOT TEA	O CAL/8 OZ. SERVING

Includes appropriate condiments

Box Lunch

CHOICE OF SANDWICH ACCOMPANIED BY CHIPS, ASSORTED CRAVEWORTHY COOKIES AND BOTTLED WATER

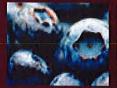
TUNA SALAD CIABATTA	540 CAL EACH
HAM & SWISS SUB	380 CAL EACH
TURKEY & SWISS SANDWICH	490 CAL EACH
ROASTED PEPPER & MOZZARELLA CIABATTA	530 CAL EACH
INDIVIDUAL BAG OF CHIPS	100-160 CAL EACH
ASSORTED CRAVEWORTHY COOKIES	250-310 CAL EACH
BOTTLED WATER	O CAL EACH

Includes appropriate condiments

Mid-Day Munchies

TORTILLA CHIPS & SALSA	150 CAL/2 OZ. SERVING
SALSA VERDE	IO CAL/I OZ. SERVING
PICO DE GALLO	IO CAL/I OZ. SERVING
APPLES	60 CAL EACH
ORANGES	50 CAL EACH
BANANAS	IIO CAL EACH
ASSORTED CRAVEWORTHY COOKIES	250-310 CAL EACH
BOTTLED WATER	O CAL EACH
GOURMET COFFEE, DECAF AND HOT TEA	O CAL/8 OZ. SERVING

Includes appropriate condiments





Breakfast

BREAKFAST COLLECTIONS

All prices are per person and available for 12 guests or more

Mini Continental \$8.49

MINIATURE MUFFINS

MINIATURE DANISH

MINIATURE BAGELS

MINIATURE BAGELS

MINIATURE BAGELS

MINIATURE BAGELS

MINIATURE BAGELS

MIO-160 CAL EACH

40 CAL/2.5 OZ. SERVING

GOURMET COFFEE, DECAF AND HOT TEA

Includes appropriate condiments

Quick Start \$7.99

CHOICE OF THREE (3) BREAKFAST PASTRIES SERVED WITH FRESH SEASONAL SLICED FRUIT, FRESH ASSORTED JUICES AND BOTTLED WATER AND GOURMET COFFEE, DECAF AND HOT TEA

ASSORTED MUFFINS 400-510 CAL FACH ASSORTED DANISH 200-430 CAL EACH ASSORTED SCONES 430-470 CAL EACH ASSORTED BAGELS 170-360 CAL EACH FRESH SEASONAL SLICED FRUIT 40 CAL/2.5 OZ. SERVING ASSORTED JUICE 110-170 CAL EACH **BOTTLED WATER** O CAL EACH GOURMET COFFEE, DECAF AND HOT TEA O CAL/8 OZ. SERVING

Healthy Choice Breakfast \$7.49

Includes appropriate condiments

WHETHER IN COMBINATION WITH ONE OF OUR OTHER BREAKFAST PACKAGES OR ALONE, A HEALTHY WAY TO START YOUR DAY.

INDIVIDUAL CEREAL CUPS

MILK

BANANAS

IIO CAL EACH

ASSORTED INDIVIDUAL YOGURT CUPS

GOURMET COFFEE, DECAF AND HOT TEA

Includes appropriate condiments

À la Carte Breakfast ASSORTED BAGELS WITH BUTTER, CREAM CHEESE AND JAM \$1.79 PER PERSON ASSORTED BAGELS 170-360 CAL EACH Includes appropriate condiments ASSORTED MUFFINS SERVED WITH BUTTER AND JAM \$1.79 PER PERSON ASSORTED MUFFINS 400-510 CAL EACH Includes appropriate condiments ASSORTED DANISH (200-430 CAL EACH) \$1.79 PER PERSON ASSORTED SCONES SERVED WITH BUTTER AND JAM \$1.79 PER PERSON ASSORTED SCONES 430-470 CALEACH Includes appropriate condiments FRESH SEASONAL SLICED FRUIT (40 CAL/2.5 OZ. SERVING) \$2.49 PER PERSON GRANOLA BARS (190 CAL EACH) \$1.49 EACH

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HOT BREAKFAST

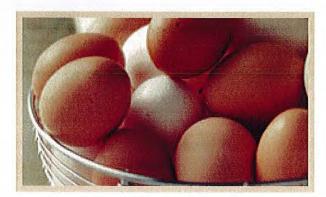
All prices are per person and available for 12 guests or more.

Choice of (I) Breakfast Potato and (I) Sausage for select buffets.

Ultimate Breakfast \$13.99

CHOICE OF THREE (3) BREAKFAST PASTRIES, SCRAMBLED EGGS,
CHEDDAR AND ONION FRITTATA, CRISP BACON, BREAKFAST SAUSAGE,
PANCAKES AND SYRUP, BREAKFAST POTATOES, FRESH SEASONAL SLICED
FRUIT. ASSORTED JUICES AND BOTTLED WATER, GOURMET COFFEE,
DECAF AND HOT TEA

ASSORTED MUFFINS	400-510 CAL EACH
ASSORTED DANISH	200-430 CAL EACH
ASSORTED SCONES	430-470 CAL EACH
ASSORTED BAGELS	170-360 CAL EACH
SCRAMBLED EGGS	180 CAL/4 OZ. SERVING
CHEDDAR AND ONION FRITTATA	270 CAL EACH
MASH BROWNS	130-150 CAL/3 OZ. SERVING
BACON	45 CAL EACH
SAUSAGELINKS	130 CAL EACH
PANCAKES	50 CAL EACH
MAPLE SYRUP	70 CAL/I OZ. SERVING
FRESH SEASONAL SLICED FRUIT	40 CAL/2.5 OZ. SERVING
ASSORTED JUICES	IIO-I70 CAL EACH
BOTTLED WATER	O CAL EACH
GOURMET COFFEE, DECAF AND HOT TEA	O CAL/8 OZ. SERVING
Includes appropriate condiments	



American Breakfast \$9.99

SCRAMBLED EGGS, BREAKFAST POTATOES, CHOICE OF CRISP BACON OR BREAKFAST SAUSAGE, CHOICE OF ONE (I) BREAKFAST PASTRY, ICED WATER, GOURMET COFFEE, DECAF AND HOT TEA

ASSORTED MUFFINS	400-510 CAL EACH
ASSORTED DANISH	200-430 CAL EACH
ASSORTED SCONES	430-470 CAL EACH
ASSORTED BAGELS	170-360 CAL EACH
SCRAMBLED EGGS	180 CAL/4 OZ. SERVING
SLICED HASH BROWNS	140 CAL/2 OZ. SERVING
DICED HASH BROWNS	130 CAL/3 OZ. SERVING
SHREDDED HASH BROWNS	150 CAL/3 OZ. SERVING
HASH BROWN PATTIES	150 CAL EACH
BACON	45 CAL EACH
SAUSAGE LINKS	130 CAL EACH
SAUSAGE PATTIES	200 CAL EACH
ICED WATER	O CAL/8 OZ. SERVING
GOURMET COFFEE, DECAF AND HOT TEA	O CAL/8 OZ. SERVING
Includes appropriate condiments	

French Toast Breakfast \$8.69

ORANGE CINNAMON FRENCH TOAST SERVED WITH BUTTER AND SYRUP, BREAKFAST POTATOES, CRISP BACON, BREAKFAST SAUSAGE, ICE WATER, GOURMET COFFEE, DECAF AND HOT TEA

ORANGE CINNAMON FRENCH TOAST	90 CAL EACH
MAPLE SYRUP	70 CAL/I OZ. SERVING
SLICED HASH BROWNS	140 CAL/2 OZ. SERVING
DICED HASH BROWNS	130 CAL/3 OZ. SERVING
SHREDDED HASH BROWNS	150 CAL/3 OZ. SERVING
HASH BROWN PATTIES	150 CAL EACH
BACON	45 CAL EACH
SAUSAGE LINKS	130 CAL EACH
SAUSAGE PATTIES	200 CAL EACH
ICED WATER	O CAL/8 OZ. SERVING
GOURMET COFFEE, DECAF AND HOT TEA	O CAL/8 OZ. SERVING
Includes appropriate condiments	

Egg Whites available on request - nominal fee may apply





Breakfast

BREAKFAST ENHANCEMENTS

All prices are per person and available for 12 guests or more

Yogurt Parfaits \$5.99

CHOOSE TWO (2) OF OUR YOGURT PARFAIT FLAVORS TO ADD TO YOUR BREAKFAST BUFFETI

BLUEBERRY ORANGE YOGURT PARFAIT 410 CAL EACH
APPLE, RAISIN AND CRANBERRY PARFAIT 400 CAL EACH

HONEY GINGER PEAR PARFAIT 440 CAL EACH

STRAWBERRY YOGURT PARFAIT 370 CALEACH

Belgian Waffles \$5.99

BELGIAN WAFFLES 60 CAL EACH

■ FRESH STRAWBERRY

AND PEACH FRUIT TOPPING

ON WHIPPED CREAM

ON CAL/1 OZ. SERVING

TO CAL/5 OZ. SERVING

MAPLE SYRUP 70 CAL/I OZ. SERVING

Includes appropriate condiments

Quiche-a-dilla \$3.99

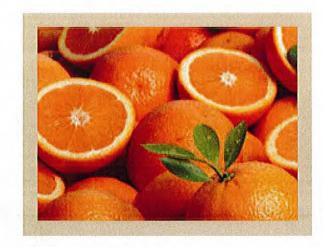
BREAKFAST QUICHE-A-DILLAS ARE A NEW TWIST ON A BREAKFAST CLASSIC. CHOOSE FROM THE FOLLOWING SELECTIONS!

LORAINE QUICHE CUP 390 CAL EACH

PARMESAN AND GRILLED VEGETABLE QUICHE CUP 320 CAL EACH

SPINACH, TOMATO AND MUSHROOM QUICHE CUP 330 CAL EACH

Egg Whites available on request - nominal fee may apply



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CLASSIC COLLECTIONS

All prices are per person and available for 12 guests or more

Deli Platter \$9.99

CREATE YOUR OWN DELI SANDWICH CREATION ACCOMPANIED BY YOUR CHOICE OF TWO (2) SIDE SALADS, ASSORTED CRAVEWORTHY COOKIES AND BEVERAGES

DELIPLATTER

DELIPLATTER	
SLICED OVEN ROASTED TURKEY	25 CAL/I OZ. SERVING
SLICED ROAST BEEF	40 CAL/I OZ. SERVING
DELI HAM	30 CAL/I OZ. SERVING
TUNA	80 CAL/I OZ. SERVING
CHEESE TRAY (CHEDDAR & SWISS)	IIO CAL/I OZ. SERVING
RELISH TRAY (LETTUCE, TOMATO,	
ONION, PICKLES, PEPPERONCINI)	30 CAL/2 OZ. SERVING
ASSORTED BAKED BREADS & ROLLS	IIO-I60 CAL EACH
SIDE SALADS	25-330 CAL EACH
ASSORTED CRAVEWORTHY COOKIES	250-310 CAL EACH
ICED TEA	5 CAL/8 OZ. SERVING
ICED WATER	O CAL/8 OZ. SERVING

Classic Box Lunch \$9.49

Includes appropriate condiments

Includes appropriate condiments

YOUR CHOICE OF CLASSIC SANDWICH – SERVED WITH POTATO CHIPS, CRAVEWORTHY COOKIES AND BOTTLED WATER

CLASSIC SELECTION SANDWICH	280-750 CAL EACH
INDIVIDUAL BAG OF CHIPS	100-160 CAL EACH
ASSORTED CRAVEWORTHY COOKIES	250-310 CAL EACH
BOTTLED WATER	O CAL EACH

Classic Selections \$13.49

YOUR CHOICE OF THREE (3) SANDWICHES AND TWO (2) SIDE SALADS ACCOMPANIED BY POTATO CHIPS, MAYO AND MUSTARD, PICKLES, ASSORTED CRAVEWORTHY COOKIES, ICED WATER AND ICED TEA

CLASSIC SELECTION SANDWICHES	280-750 CAL EACH
SIDE SALADS	25-330 CAL EACH
DILL PICKLES	O CAL/I OZ. SERVING
INDIVIDUAL BAGS OF CHIPS	100-160 CAL EACH
ASSORTED CRAVEWORTHY COOKIES	250-310 CAL EACH
ICED TEA	5 CAL/8 OZ. SERVING
ICED WATER	O CAL/8 OZ. SERVING
Includes appropriate condiments	

Classic Sandwich Options

(Available Sandwiches Choices for the Classic Boxed lunch and Classic Selection Buffet)

DELI SLICED TURKEY AND SWISS ON HEARTY WHEAT BREAD (490 CALEACH)

GREEK SALAD WRAP WITH CRUMBLED FETA, BLACK OLIVES, FRESH CUCUMBERS, PLUM TOMATOES AND RED ONION (430 CAL EACH)

DELI SLICED HAM WITH HONEY MUSTARD DRESSING ON CIABATTA BREAD (370 CALEACH)

ROAST BEEF AND CHEDDAR SANDWICH (420 CAL EACH)

GRILLED VEGETABLE WRAP (610 CAL EACH)





CLASSIC COLLECTIONS

All prices are per person and available for 12 guests or more

Premium Box Lunch

ASIAGO ROAST BEEF FOCACCIA \$12.29
ROAST BEEF, ASIAGO, KALE SPRING MIX,
TOMATO AND ONION ON FOCACCIA

WITH SPICY MAYONNAISE

GRILLED VEGETABLE PASTA SALAD

INDIVIDUAL BAG OF CHIPS
FRESHLY BAKED BROWNIE

BOTTLED WATER

Includes appropriate condiments

590 CAL EACH 130 CAL/3 OZ. SERVING

100-160 CAL EACH 250 CAL/2.25 OZ. SERVING

O CAL EACH

KALE PESTO TURKEY CIABATTA \$11.29

TURKEY, PROVOLONE, TOMATO, BALSAMIC

GLAZE AND SPICY KALE PESTO ON CIABATTA

CHILLED DILL CUCUMBER SALAD

FRESHLY BAKED BROWNIE
BOTTLED WATER

Includes appropriate condiments

560 CAL EACH

60 CAL/3.75 OZ. SERVING

100-160 CAL EACH 250 CAL/2.25 OZ. SERVING

O CAL EACH

VEGETABLE AND BOURSIN SANDWICH WITH LEMON COUSCOUS \$9.29

GARDEN VEGETABLE BOURSIN SANDWICH

570 CAL EACH

LEMON CAPER COUSCOUS

IIO CAL/3 OZ. SERVING

ROASTED VEGETABLES

120 CAL/3.25 OZ. SERVING

FRESHLY BAKED BROWNIE
BOTTLED WATER

250 CAL/2.25 OZ. SERVING 0 CAL EACH

Includes appropriate condiments

Includes Assorted Individual Chips, Whole Fruit and Gourmet Dessert



Additional Premium Box Lunch options available upon request!

Please contact your catering professional!

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CLASSIC COLLECTIONS

The Executive Luncheon \$16.99

CHOICE OF THREE (3) SANDWICHES AND TWO (2) SIDE SALADS
ACCOMPANIED BY POTATO CHIPS, MAYO AND MUSTARD, PICKLES,
ASSORTED CRAVEWORTHY COOKIES, ICED WATER AND ICED TEA

EXECUTIVE LUNCHEON SANDWICHES	370-760 CAL EACH
SIDE SALADS	25-330 CAL EACH
DILL PICKLE SLICES	O CAL/I OZ. SERVING
INDIVIDUAL BAGS OF CHIPS	100-160 CAL EACH
ASSORTED CRAVEWORTHY COOKIES	250-310 CAL EACH
ICED TEA	5 CAL/8 OZ. SERVING
ICED WATER	O CAL/8 OZ. SERVING
Includes appropriate condiments	

SLICED PORTOBELLO MUSHROOM WITH ARUGULA AND OLIVE PESTO SPREAD ON A FRENCH BAGUETTE (570 CAL EACH)

TURKEY FETA CIABATTA WITH SPINACH AND SUNDRIED TOMATO AIOLI (620 CAL EACH)

ITALIAN SUB WITH FRESH LETTUCE, TOMATO, ONION AND HERBAL HONEY DIJON SAUCE (560 CAL EACH)

PEPPER JACK TUNA WRAP WITH FRESH JALAPENOS AND PLUM TOMATOES (590 CAL EACH)

SOUTHWEST SMOKED TURKEY CIABATTA WITH FRESH SPINACH AND CHIPOTLE MAYO (500 CAL EACH)

DELI STYLE TURKEY, HAM, AND MOZZARELLA WITH PESTO MAYO ON A BAGUETTE (640 CAL EACH)

Salad Selections

(Included with Deli Express, Classic Selections, and Executive Luncheon Sandwich Buffets)

- GREEK PASTA SALAD TOSSED WITH TOMATOES, CUCUMBERS, RED ONIONS, PEPPERS, FRESH BABY SPINACH, FETA CHEESE AND BLACK OLIVES (90 CAL/3 OZ. SERVING)
- CHILLED DILL CUCUMBER SALAD WITH ONIONS TOSSED IN ITALIAN DRESSING (60 CAL/3.75 OZ. SERVING)
- GRILLED VEGETABLE PASTA SALAD WITH A BALSAMIC DRESSING (130 CAL/3 OZ. SERVING)
- RED-SKINNED POTATO SALAD WITH EGG, CELERY AND SPANISH
 ONION IN A SEASONED MAYONNAISE DRESSING (240 CAL/4 OZ. SERVING)
- TRADITIONAL COLESLAW FINELY SHREDDED WITH CARROTS IN A MAYONNAISE AND CELERY SEED DRESSING (170 CAL/3.5 OZ. SERVING)
- TRADITIONAL GARDEN SALAD WITH A BALSAMIC VINAIGRETTE DRESSING (50 CAL/9.5 OZ. SERVING)
- ROASTED VEGETABLE PASTA SALAD (210 CAL/3.75 OZ. SERVING)
- ARUGULA SALAD WITH CAULIFLOWER AND BEETS (140 CAL/2.5 OZ. SERVING)







THEMED BUFFETS

12 Person Minimum

Traditional American \$13.99

BABY SPINACH SALAD 60 CAL/2.15 OZ. SERVING BAKERY FRESH ROLLS 160 CAL EACH ROASTED NEW POTATOES IIO CAL/2.75 OZ. SERVING FRESH HERBED VEGETABLES 100 CAL/3.5 OZ. SERVING GRILLED LEMON ROSEMARY CHICKEN 130 CAL/3 OZ. SERVING OREO BLONDIES 270 CAL/I.75 OZ. SERVING ICED TEA 5 CAL/8 OZ. SERVING ICED WATER O CAL/8 OZ. SERVING

Includes appropriate condiments

BBQ Picnic \$12.99

HOME-STYLE POTATO SALAD

FRESH COUNTRY COLESLAW
HOUSE-MADE KETTLE CHIPS
GRILLED HAMBURGERS WITH BUNS
HOT DOGS WITH BUNS

240 CAL/3.5 OZ. SERVING
340 CAL/1.25 OZ. SERVING
340 CAL EACH
350 CAL EACH

GARNISH TRAY

LETTUCE LEAVES O CAL/0.5 OZ. SERVING DICED ONIONS IO CAL/I OZ. SERVING DILL PICKLE SLICES O CAL/I OZ. SERVING SLICED TOMATOES 5 CAL/I OZ. SERVING ASSORTED CRAVEWORTHY COOKIES 250-310 CAL EACH BAKERY-FRESH BROWNIES 250 CAL/2.25 OZ. SERVING ICED TEA 5 CAL/8 OZ. SERVING **ICED WATER** O CAL/8 OZ. SERVING

Includes appropriate condiments

Asian Accents \$14.49

PEANUT LIME RAMEN NOODLES 200 CAL/3 OZ. SERVING EGG ROLLS 190 CAL FACH SWEET SOY SAUCE 50 CAL/I OZ. SERVING SWEET & SOUR SAUCE 40 CAL/I OZ. SERVING CHILI GARLIC SAUCE 45 CAL/I OZ. SERVING STEAMED BROWN RICE 210 CAL/5.5 OZ. SERVING GENERAL TSO'S CHICKEN 370 CAL/8 OZ. SERVING TERIYAKI SALMON WITH LEMON GREEN BEANS 100 CAL/3 OZ. SERVING FORTUNE COOKIES 30 CAL EACH ICED TEA 5 CAL/8 OZ. SERVING

O CAL/8 OZ. SERVING

Includes appropriate condiments

Tasty Tex Mex \$14.99

ICED WATER

CREATE YOUR OWN FAJITAS WITH OUR TEX MEX SIDES!

CHIPS AND SALSA

MEXICAN RICE
CHARRO BEANS

BEEF FAJITAS WITH TORTILLAS,

150 CAL/2 OZ. SERVING
130 CAL/3 OZ. SERVING

SHREDDED CHEDDAR AND SOUR CREAM 590 CAL/5 OZ. SERVING

SHREDDED CHEDDAR AND SOUR CREAM

580 CAL/5 OZ. SERVING

SALSA VERDE

10 CAL/1 OZ. SERVING

10 CAL/1 OZ. SERVING

10 CAL/1 OZ. SERVING

PICO DE GALLO

CINNAMON CRISPS

10 CAL/ OZ. SERVING

20 CAL EACH

ICED TEA

5 CAL/8 OZ. SERVING

ICED WATER

0 CAL/8 OZ. SERVING

Includes appropriate condiments

CHICKEN FAJITAS WITH TORTILLAS.

THEMED BUFFETS

12 Person Minimum

Basic Italian Buffet \$14.99

ITALIAN HOUSE SALAD
GARLIC BREADSTICKS

50 CAL/3.5 OZ. SERVING IIO CAL EACH

HOME-STYLE LASAGNA
WITH PARMESAN CHEESE

ICED WATER

330 CAL/7.25 OZ. SERVING

VEGETABLE ALFREDO LASAGNA
CHOCOLATE DIPPED BISCOTTI
ICED TEA

460 CAL/II OZ. SERVING I90 CAL EACH 5 CAL/8 OZ. SERVING 0 CAL/8 OZ. SERVING

Includes appropriate condiments

Classic Pizza \$14.49

CHOICE OF PIZZA STYLE: NEW YOUR STYLE CHEESE, MEAT LOVERS PIZZA. OR GARDEN VEGETABLE PIZZA. INCLUDES CLASSIC GARDEN SALAD AND CHOICE OF BAKERY–FRESH BROWNIES OR CRAVEWORTHY COOKIES

CLASSIC GARDEN SALAD

50 CAL/3.5 OZ. SERVING

TRADITIONAL NEW YORK STYLE
CHEESE PIZZA SLICES

330 CAL/SLICE

MEAT LOVER'S PIZZA SLICES
GARDEN VEGETABLE PIZZA SLICES
HOME-STYLE KETTLE CHIPS

470 CAL/SLICE 380 CAL/SLICE 240 CAL/1.25 OZ. EACH 250-310 CAL EACH 250 CAL/2.25 OZ. SERVING

ASSORTED CRAVEWORTHY COOKIES
BAKERY-FRESH BROWNIES
ICED TEA

5 CAL/8 OZ. SERVING O CAL/8 OZ. SERVING

Includes appropriate condiments

ICED WATER

Pasta Trio Buffet \$14.99

TRIO OF PASTA DISHES; CHEESE MANICOTTI IN A MARINARA SAUCE, CHICKEN AND BROCCOLI RAVIOLI, AND RIGATONI AND MEAT BALLS SERVED WITH CAESAR SALAD, GARLIC BREADSTICKS, LEMON CHEESECAKE BARS, ICED WATER AND ICED TEA

CAESAR SALAD 160 CAL/2.7 OZ. SERVING GARLIC BREADSTICKS IIO CAL EACH MANICOTTI MARINARA 140 CAL/3.25 OZ. SERVING CHICKEN AND BROCCOLI RAVIOLI 320 CAL/8.75 OZ. SERVING RIGATONI AND MEAT BALLS 310 CAL/7.5 OZ. SERVING LEMON CHEESECAKE BARS 300 CAL/2.75 OZ. SERVING ICED TEA 5 CAL/8 OZ. SERVING **ICED WATER** O CAL/8 OZ. SERVING

Includes appropriate condiments
GRILLED CHICKEN BREAST

AST 160 CAL/3 OZ. SERVING

Baked Potato Bar \$13.99

TOP YOUR OWN BAKED POTATOES WITH A GARDEN SALAD AND CHOICE OF APPLE COBBLER OR APPLE PIE FOR DESSERT

CLASSIC GARDEN SALAD

50 CAL/3.5 OZ. SERVING

TOP YOUR OWN BAKED POTATO
WITH CHICKEN MUSHROOM ALFREDO,
CHILL CON CARNE, STEAMED BROCCOLI,
CRUMBLED BACON, SHREDDED
CHEDDAR CHEESE, SCALLIONS
AND SOUR CREAM

660 CAL/12 OZ. SERVING

APPLE COBBLER
APPLE PIE
ICED TEA
ICED WATER
Includes appropriate condiments

350 CAL/4.75 OZ. SERVING 410 CAL/SLICE 5 CAL/8 OZ. SERVING 0 CAL/8 OZ. SERVING

ADD ON CHEDDAR CHEESE SAUCE

60 CAL/I OZ. SERVING

2000 CALORIES A DAY IS USED FOR GENERAL NUTRITION ADVICE, BUT CALORIE NEEDS VARY. ADDITIONAL NUTRITION INFORMATION IS AVAILABLE UPON REQUEST.

IN THE INTEREST OF PUBLIC HEALTH, PLEASE BE AWARE THAT CONSUMING RAW OR UNDERCOOKED MEATS, POULTRY, SEAFOOD, SHELLFISH, OR EGGS MAY INCREASE YOUR RISK OF FOODBORNE ILLNESS, ESPECIALLY IF YOU HAVE CERTAIN MEDICAL CONDITIONS.





ITALIAN BAKED PENNE CASSEROLE WITH

BUILD YOUR OWN BUDGET BUFFET

10 Person Minimum

All buffets in this section are \$12.50 per person, self service, and include beverage station. Buffets include choice of (I) entrée, (2) sides, rolls and butter, choice of (I) beverage (Ice Water, Iced Tea, Lemonade or Coffee), Cookies or Brownies. Buffet Service includes disposable serviceware, cutlery and cups.

ROLLS	90 CAL EACH
BUTTER	100 CAL/I TBSP SERVING
ICE WATER	O CAL/8 OZ. SERVING
ICED TEA	O CAL/8 OZ. SERVING
LEMONADE	90 CAL/8 OZ. SERVING
ASSORTED COOKIES	170-200 CAL EACH
BAKERY-FRESH BROWNIES	250 CAL/2,25 OZ, SERVING

Chicken Entrées

MESQUITE GRILLED CHICKEN	160 CAL/3 OZ. SERVING
ASIAN CHICKEN STIR FRY	120 CAL/4 OZ. SERVING
CHICKEN POT PIE	330 CAL EACH
BBQ PULLED CHICKEN SANDWICH	220 CAL/8 OZ. SERVING
CHIPOTLE ORANGE CHICKEN	400 CAL EACH
BBQ CHICKEN	220 CAL/8 OZ. SERVING
TERIYAKI CHICKEN	120 CAL/4 OZ. SERVING
CHICKEN MARSALA	220 CAL /R OZ SERVING

Beef/Pork Entrées

300 CAL/7.5 OZ. SERVING
208 CAL/5.5 OZ. SERVING
IIO CAL/4 OZ. SERVING
310 CAL/8 OZ. SERVING
560 CAL/5 OZ. SERVING

Mexican Entrées

410 CAL/2 PIECE SERVING
80 CAL/6.5 OZ. SERVING
200 CAL EACH
770 CAL/II.5 OZ. SERVING
650 CAL/7 OZ. SERVING
450 CAL/8 OZ. SERVING

Pasta Entrées

FRESH MARINARA AND PARMESAN CHEESE	260 CAL/8 OZ. SERVING
CHEESE TORTELLINIWITH CREAMY PESTO	280 CAL/6 OZ. SERVING
CHEESE MANICOTTI	240 CAL/3.2 OZ. SERVING
PENNE A LA VODKA	260 CAL/8 OZ. SERVING
PENNE & ROASTED VEGETABLES	
WITH MARINARA	330 CAL/8 OZ. SERVING
SPAGHETTI AND MEATBALLS	450 CAL/12 OZ. SERVING
BOW TIE PASTA WITH CHICKEN, PEPPERS.	
ONIONS AND OLIVE OIL	240 CAL/9 OZ. SERVING
PENNE PASTA WITH LEMON, GARLIC,	
TOMATOES, OLIVE OIL AND PARMESAN	190 CAL/8 OZ. SERVING

Vegetarian Entrées GRILLED ASIAN VEGETABLE STIR FRY

GRILLED ASIAN VEGETABLE STIR FRY	35 CAL/4 OZ. SERVING
VEGETABLE LASAGNA	240 CAL/9 OZ. SERVING
BAKED POTATO BAR	660 CAL/12 OZ. SERVING
WITH VEGETARIAN CHILI	IIO CAL /8 OZ SERVING

Sides

7-	
TOSSED GARDEN SALAD	15 CAL/3 OZ. SERVING
CAESAR SALAD	200 CAL/7.5 OZ. SERVING
MASHED RED POTATOES	120 CAL/4 OZ. SERVING
AU GRATIN POTATOES	180 CAL/4 OZ. SERVING
GARLIC ROASTED NEW POTATOES	90 CAL/4 OZ. SERVING
ROASTED FRESH SWEET POTATOES	80 CAL/3 OZ. SERVING
MACARONI & CHEESE	260 CAL/4 OZ. SERVING
BLACK BEANS	150 CAL/4 OZ. SERVING
RED BEANS AND RICE	130 CAL/4 OZ. SERVING
SPANISH RICE	100 CAL/4 OZ. SERVING
BROWN RICE ALMANDINE	IIO CAL/4 OZ. SERVING
JASMINE RICE	130 CAL/4 OZ. SERVING
RICEPILAF	130 CAL/4 OZ. SERVING
ROASTED SEASONAL VEGETABLES	35 CAL/3 OZ. SERVING
SAUTÉED GREEN BEANS	30 CAL/2.25 OZ. SERVING
GLAZED CARROTS	120 CAL/4 OZ. SERVING
SAUTÉED SQUASH AND ZUCCHINI	25 CAL/4 OZ. SERVING
CONFETTI CORN	IIO CAL/4 OZ. SERVING





THEMED BUFFETS

Build Your Own Buffet: Select two salads, one entrée, two sides, and one dessert. Served with Assorted Rolls and Butter, Ice Water and Iced Tea.

Buffet Starters

SEASONAL GARDEN SALAD WITH BALSAMIC VINAIGRETTE (50 CAL/3.5 OZ. SERVING)

CLASSIC CAESAR SALAD (160 CAL/2.66 OZ. SERVING)

BABY SPINACH SALAD WITH BACON, HARD BOILED EGGS AND BALSAMIC VINAIGRETTE (60 CAL/2.15 OZ. SERVING)

- GREEK SALAD WITH CRUMBLED FETA (120 CAL/3.25 OZ. SERVING)
- TRADITIONAL HUMMUS WITH TOASTED PITA
 (130 CAL/1.75 OZ. SERVING)
- SEASONAL FRESH FRUIT SALAD (40 CAL/2.25 OZ. SERVING)

Buffet Entrees

GRILLED CHICKEN BREAST WITH CIDER MARINADE (120 CAL/3 OZ. SERVING) \$14.49

FRIED CHICKEN WITH BUTTERMILK HOT SAUCE (530 CAL/5.6 OZ. SERVING) \$14.49

ROASTED TURKEY WITH CRANBERRY RELISH (160 CAL/3.5 OZ. SERVING) \$14.49

HONEY MUSTARD PORK LOIN (220 CAL/4 OZ. SERVING) \$15.29

GRILLED SALMON IN A MOROCCAN HERB SAUCE (120 CAL/2.75 OZ. SERVING) \$17.29

ASIAN MARINATED STEAK (160 CAL/3 OZ. SERVING) \$15.99

EGGPLANT LASAGNA (250 CAL/7.25 OZ. SERVING) \$13.49

Buffet Sides

- ITALIAN SEASONED GREEN BEANS (40 CAL/3.25 OZ. SERVING)
- HERB-ROASTED MUSHROOMS (90 CAL/3.5 OZ. SERVING)
- PENNE WITH MARINARA SAUCE (100 CAL/3 OZ. SERVING)
- MARINATED ROASTED RED POTATOES (120 CAL/2.75 OZ. SERVING)
- BRUSSELS SPROUTS WITH ALMOND BUTTER (70 CAL/3 OZ. SERVING)
- GINGER HONEY GLAZED CARROTS (IIO CAL/3.25 OZ. SERVING)
- ROASTED RED POTATOES (100 CAL/2.75 OZ. SERVING)

Buffet Finishes

- APPLE PIE (410 CAL/SLICE)
- BREAD PUDDING WITH CARAMEL APPLE SAUCE (370 CAL/6.75 OZ. SERVING)
- CHERRY CHEESECAKE TARTS (170 CAL/1.75 OZ. SERVING)
- NEW YORK-STYLE CHEESECAKE (440 CAL/SLICE)
- SPICED CARROT CAKE (370 CAL/SLICE)
- CHOCOLATE CAKE (270 CAL/SLICE)

Unsure of how many items and how much to order for your reception? Contact your catering events specialist to discuss the proper amounts needed for a reception.

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Receptions

RECEPTIONS

Reception stations may require additional fees for a chef attendant. Please contact your catering professional for details. All prices are per person and available for 12 guests or more.

Classic Cheese Tray \$2.99 PER PERSON

CLASSIC CHEESE TRAY WITH SWISS, CHEDDAR AND PEPPER JACK CHEESES, PITA CHIPS AND CROSTINI (290 CAL/2.75 OZ. SERVING)

Fresh Garden Crudités \$2.79 PER PERSON

FRESH GARDEN CRUDITÉS WITH RANCH DILL DIP (120 CAL/5 OZ. SERVING)

Fresh Seasonal Fruit \$2.49 PER PERSON

FRESH SEASONAL FRUIT TRAY (40 CAL/2.5 OZ. SERVING)

Grilled Vegetables \$2.49 PER PERSON

■ GRILLED VEGETABLES SERVED WITH BALSAMIC VINAIGRETTE (70 CAL/3 OZ. SERVING)

Housemade Spinach Dip \$2.49 PER PERSON

HOUSEMADE SPINACH DIP SERVED WITH FRESH PITA CHIPS (230 CAL/2.25 OZ. SERVING)



May we suggest a Served Meal or Reception?

Our talented chefs are delighted to create special menus that accommodate your culinary preferences and budget. Please contact our Catering Office at (631) 732–1838 to arrange a personal consultation.

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RECEPTION STATIONS

Reception stations may require additional fees for a chef attendant. Please contact your catering professional for details. All prices are per person and available for 12 guests or more.

Chef's Pasta \$12.79

PASTA BAR COOKED TO ORDER BY OUR CHEF!

CAVATAPPI PASTA	90 CAL/2 OZ. SERVING
PENNE PASTA	90 CAL/2.5 OZ, SERVING
MARINARA SAUCE	30 CAL/I OZ. SERVING
ALFREDO SAUCE	60 CAL/I OZ. SERVING
PRIMAVERA PESTO SAUCE	40 CAL/I OZ. SERVING
■ ROASTED MUSHROOMS	90 CAL/3.5 OZ. SERVING
BROCCOLI	IO CAL/I OZ. SERVING
SPINACH	O CAL/O.5 OZ. SERVING
ONIONS	IO CAL/0.5 OZ. SERVING
TOMATOES	5 CAL/I OZ. SERVING
ZUCCHINI	5 CAL/I OZ. SERVING
PEAS	5 CAL/0.25 OZ. SERVING
GREEN PEPPERS	IO CAL/I OZ. SERVING

Traditional Carving \$12.79

CHOICE OF ROASTED TURKEY, HONEY HAM OR SLOW-COOKED BEEF CARVED BY OUR CHEF, SERVED WITH ROLLS AND SPREADS

BAKERY FRESH ROLLS	160 CAL EACH
CARVED ROASTED TURKEY	130 CAL/3 OZ. SERVING
CARVED HONEY HAM	170 CAL/3.5 OZ. SERVING
CARVED SLOW-COOKED BEEF	200 CAL/3 OZ. SERVING
Includes appropriate condiments	

Grown Up Mac and Cheese \$12.79

OUR GOURMET MAC & CHEESE TOPPED YOUR WAY

CHICKEN & CHIPOTLE MACARONI	
AND CHEESE	710 CAL/II.75 OZ. SERVING
ROASTED MUSHROOMS	90 CAL/2.5 OZ. SERVING
SAUTEED SHRIMP	130 CAL/4 OZ. SERVING

SNACKS

All prices are per person and available for 12 guests or more

Chocaholic \$6.79

BECOME ADDICTED WITH AN ASSORTMENT OF CHOCOLATE-THEMED TREATS

MINIATURE CHOCOLATE BARS	45-70 CAL EACH
CHUNKY CHOCOLATE CRAVEWORTHY COOKIES	280 CAL EACH
CHILLED CHOCOLATE MILK	160 CAL EACH
CHOCOLATE DIPPED PRETZELS	110 CAL EACH
CHOCOLATE DIPPED STRAWBERRIES	40 CAL EACH

Energy Break \$2.99

RAISE THE BARI

GRANOLA BARS	190 CAL EACH
FRUIT FILLED BARS	160 CAL EACH
BREAKFAST BARS	250 CAL EACH

Snack Attack \$4.99

THE PERFECT BLEND OF SWEET AND SALTY TO GET YOU THROUGH YOUR DAY!

INDIVIDUAL BAGS OF CHIPS	100-160 CAL EACH
ROASTED PEANUTS	190 CAL/I OZ. SERVING
TRAILMIX	290 CAL EACH
ASSORTED CRAVEWORTHY COOKIES	250-310 CAL EACH
BAKERY-FRESH BROWNIES	250 CAL/2.25 OZ. SERVING



BEVERAGES

REGULAR AND DECAFFEINATED COFFEE, TEA (O CAL/8 OZ, SERVING)
\$1.79 PER PERSON

Includes appropriate condiments

HOT CHOCOLATE (160 CAL/8 OZ. SERVING) \$1.79 PER PERSON

ICED TEA (5 CAL/8 OZ. SERVING) \$1.49 PER PERSON Includes appropriate condiments

LEMONADE (90 CAL/8 OZ. SERVING) \$1.49 PER PERSON

FRUIT PUNCH (5 CAL/8 OZ. SERVING) \$1.49 PER PERSON

ICED WATER (O CAL/8 OZ. SERVING) \$.99 PER GALLON

INFUSED WATER \$1.29 PER PERSON

LEMON INFUSED WATER 0 CAL/8 OZ. SERVING
ORANGE INFUSED WATER 10 CAL/8 OZ. SERVING
APPLE INFUSED WATER 20 CAL/8 OZ. SERVING
CUCUMBER INFUSED WATER 10 CAL/8 OZ. SERVING
GRAPEFRUIT INFUSED WATER 10 CAL/8 OZ. SERVING

BOTTLED WATER (O CAL EACH) \$1.79 PER PERSON

ASSORTED SODAS (CAN) (0-150 CAL EACH) \$1.49 EACH

ASSORTED BOTTLED FRUIT JUICES (IIO-I70 CAL EACH) \$1.99 EACH

THE CALORIE AND NUTRITION INFORMATION PROVIDED IS FOR INDIVIDUAL SERVINGS, NOT FOR THE TOTAL NUMBER OF SERVINGS ON EACH TRAY, BECAUSE SERVING STYLES E.G. TRAYS/BOWLS USED VARY SIGNIFICANTLY, IN ORDER TO ACCOMMODATE NUMBERS OF GUESTS THAT CAN RANGE FROM SINGLE DIGITS TO THOUSANDS. DUE TO OUR DESIRE AND ABILITY TO PROVIDE CUSTOM SOLUTIONS, WE DO NOT OFFER STANDARD SERVING CONTAINERS. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR CATERING MANAGER DIRECTLY.

DESSERTS

All prices are per person and available for 12 guests or more

SL99 PER PERSON

BAKERY-FRESH BROWNIES (250 CAL/2.25 OZ. SERVING)

GOURMET DESSERT BARS \$2.29 PER PERSON

LEMON CHEESECAKE BARS 300 CAL/2.75 OZ. EACH
RASPBERRY COCONUT BAR 370 CAL/3.25 OZ. SERVING

CUSTOM ARTISAN CUPCAKES (380 CAL EACH) \$2.29 PER PERSON

CHOCOLATE COVERED STRAWBERRIES (40 CAL EACH)
\$2.49 PER PERSON

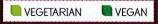
Ordering Information

Lead Time

NOTICE OF 72 HOURS IS APPRECIATED; HOWEVER, WE WILL DO OUR BEST TO ACCOMMODATE ALL LATE ORDERS THAT ARE RECEIVED. WE APPRECIATE THE IMPORTANCE OF YOUR FUNCTION AND WILL DO WHATEVER IT TAKES TO EXCEED YOUR EXPECTATIONS.

Extras

IF RENTAL EQUIPMENT, LINENS, OR SERVICE STAFF ARE NEEDED, WE CAN TAKE CARE OF IT FOR YOU WITH NECESSARY CHARGES.



CONTACT US TODAY
AMMERMAN CAMPUS
Robert Reinhard
631.732.1838
reinhard-robert@aramark.com

Prices effective until 08/01/2018 Prices may be subject to change MICHAEL J GRANT CAMPUS
Michelle Robb
631.273.4374
reinhard-robert@aramark.com

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Exhibit F Concessionaire's Rules and Regulations Suffolk County Community College

1. Annual Report

Aramark may be required to submit a Profit and Loss Statement at the end of the contract year or as required by the College. The statement shall be in such form so that operational costs for payroll, merchandise, supplies, etc. are clearly presented, and shall be submitted within sixty (60) days of the anniversary date of the agreement or of the date requested by the College.

2. Costs of Reporting

Aramark is responsible for all its costs associated with complying with the requirements of these rules and regulations.

3. Subordination of all Subcontractor Relationships

All contractors who are subcontractors of Aramark are obligated by the rules of this attachment. Aramark will be responsible for the submission of reports to the College by Aramark's subcontractors.

4. Quarterly Sales Tax Return

Aramark shall furnish copies of its quarterly New York State Sales tax returns to the College upon request. Copies submitted shall be photocopies of the information return as filed with the New York State Tax Commission.

5. Quarterly Sales and Commission Report

Aramark shall furnish, in a format acceptable to the College a quarterly sales and commission report. The Quarterly Report will accompany the remittance of commissions due to the College and the submittal of the quarterly sales tax return. Quarterly reports are to be submitted no more than 60 (sixty) days following the completion of a quarter.

6. Monthly Report

Aramark will submit a monthly report of its daily transactions. The report will reflect all activity covered by the Aramark.

Monthly reports are to be submitted no more than 15 (fifteen) days following the completion of a month.

7. Authentication and Certification of Reports

All reports must be signed and dated by Aramark or its designated representative.

8. Distribution of Reports

All reports will be sent to the Suffolk County Community College, Office of Financial Services, attn: Associate Dean for Financial Affairs, Room 232, NFL Building, Selden, NY 11784.

9. Retention of Reports

Aramark shall retain and keep available for audit a copy of any and all required reports and other source documentation used in the financial management of the concession, as part of the permanent accounting records evidencing concession sales and commissions due the College.

10. Accounting Requirements

Aramark shall make all of his books of account and financial records, tapes and bank statements, relative to the operation of the concession, available to the college, the County department of audit and control, or other authorized personnel or agencies, for audit and inspection.

Aramark's books of account must adequately reflect all revenues derived from, and expenses incurred as a result of, the operations of the College Agreementd concession. The minimum required accounting records to be maintained shall include:

- 1. Cash Receipts Journal: to be used for recording of all cash receipts on a daily basis.
- 2. Cash Disbursement Journal: to be used to record all cash disbursements on a daily basis.
- 3. General Journal: to be used for the recording of all transactions for which special journals have not been provided.
- 4. General Ledger: to classify items of income and expenditure in accordance with generally acceptable accounting practice.
- 5. Daily Sales Record: to be retained with the Aramark's copy of the register tapes or tickets as a permanent record of daily sales.

All records are to be maintained in accordance with generally acceptable accounting practices.

11. Record of Daily Sales

Aramark will maintain a record of all daily sales and all other sales related to Aramark's activity under this concession.

The report for cash register sales shall include beginning and ending balances for each cash register, daily catering revenue, and the total sales receipts for the day.

When it is impractical to record sales on a cash register, such as in small mobile vending concessions, this fact will not negate Aramark's obligation to report sales in the same manner and same format as other sales.

When tickets evidencing sales are used in Aramark's operations, the report shall include ticket numbers issued, type of sales for which issued, and total receipts for the day.

Cash registers used by Aramark shall be visual cash registers with locked-in tapes and automatic reset numbers. All cash register tapes shall be preserved by Aramark for audit purposes for a period of seven (7) years.

12. Catering Contracts

Catering contracts used by Aramark in the operation of this Agreement will be pre-numbered contracts. All catering contracts will be retained by Aramark for audit purposes.

A listing of all scheduled and realized catering events will be included on a report prepared and submitted with its monthly reports as part of its quarterly report submittal.

The summary of catering contracts must be signed by Aramark or its designated representative.

13. Vending Machine Receipts

Aramark will be required to submit a monthly report of vending machine receipts on a quarterly basis. Commissions will be paid on gross receipts collected from machines, less applicable sales tax, bottle deposits and refunds paid out.

Beginning and ending vending machine readings will be included on the monthly report.

All vending machine readings will be retained by the Aramark for audit purposes.

The monthly vending machine report must be signed by Aramark or its

designated representative.

End of Text for Exhibit F