CLIENT

AMENDMENT #2 TO AGREEMENT
FOOD SERVICES MANAGEMENT AGREEMENT

THIS AMENDMENT #2 TO AGREEMENT is entered into effective July 1, 2007 by and between Palomar Community College District (hereinafter "DISTRICT") and VENDOR Educational Services, LLC, a Delaware limited liability company (formerly VENDOR Educational Services, Inc.) (hereinafter "VENDOR"). This amendment alters or adds to the language of the Agreement between the parties dated May 28, 2002 and Amendment, dated June 20, 2003 incorporated herein by this reference (the "Agreement").

RECITALS

1. The DISTRICT entered into the Agreement with VENDOR to provide all food service management and operation, including purchase of food stuffs, preparation and service thereof at the San Marcos campus and Escondido Education Center.

2. The term of the Agreement was for five (5) years, terminating on June 30, 2007, subject to renewal by mutual agreement of the parties for an additional term of five (5) calendar years on terms and conditions acceptable to the parties.

3. The DISTRICT and VENDOR has mutually agreed to extend the term of the Agreement for five (5) additional years.

4. Due to current changes within the operation of food services, it was necessary for DISTRCT and VENDOR to re-negotiate the financials terms and other obligations in the current agreement for VENDOR to be able to operate successfully.

BASED UPON THE FOREGOING RECITALS, and in consideration of the mutual covenants and agreements contained herein, the DISTRICT and VENDOR wish to enter into this Amendment, agreeing as follows:

1. VENDOR and DISTRICT agree that the Subway, currently located in the Food Court, will be moved to the Student Union.

   In consideration of DISTRICT's agreement to extend the term of this Agreement for an additional term of five (5) years, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, VENDOR shall make a financial commitment to DISTRICT in an amount up to One Hundred Thousand Dollars ($100,000) (which amount shall be inclusive of all applicable taxes) (the "2007 Financial Commitment"). DISTRICT agrees to invest the 2007 Financial Commitment in trade dress and equipment for the new point of service described above and for equipping the space in the food court vacated by the Subway for a new, made to order, exhibition station and other costs associated with the Campus Food Service Program on DISTRICT's premises. Any equipment purchased by VENDOR on DISTRICT's behalf shall be purchased as a "sale-for resale" to the DISTRICT. DISTRICT shall hold title to all such equipment (with the exception of those items which bear the name of VENDOR, 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. The 2007 Financial Commitment shall be amortized on a straight-line basis over a period of five (5) years, commencing upon the

complete expenditure of the 2007 Financial Commitment. Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of the 2007 Financial Commitment, DISTRICT shall reimburse VENDOR for the unamortized balance of the 2007 Financial Commitment as of the date of expiration or termination. In the event such amounts owing to VENDOR are not paid to VENDOR within 30 days of expiration or termination, DISTRICT agrees to pay interest on such amounts at the Prime Rate plus two percentage points per annum, compounded monthly from the date of expiration or termination, until the date paid. The right of VENDOR to charge interest for late payment shall not be construed as a waiver of VENDOR's right to receive payment of invoices within 30 days of the invoice date.

2. The DISTRICT will invest $65,000 for any mutually agreed-upon infrastructure improvements (for water, sewer, electrical, equipment, and related work) in the Student Union Building to enable the Subway move.

3. ARTICLE 2 - TERM of the Agreement shall be deleted in its entirety and replaced with the following:

   "This Agreement shall continue through June 30, 2012, unless otherwise terminated as provided for elsewhere herein."

   For the term of the extension (i.e. for the period commencing July 1, 2007 and ending June 30, 2012), the DISTRICT will suspend the original contract requirements for the annual $25,000 guaranteed payments in years six through ten and any commissions based on sales.

4. VENDOR, in coordination with DISTRICT, will be allowed to cease operations at the Pavilion Café.

5. The DISTRICT will continue to seek additional suitable space for Snack Shack operations.

6. The DISTRICT will invest $55,000 for any mutually agreed upon kitchen equipment of a capital improvement nature. Normal operational maintenance costs are not included and will continue to be paid by VENDOR per the current contract terms.

All other terms & conditions contained in the original Agreement, dated May 28, 2002, and first amendment, dated June 20, 2003, are hereby renewed and adopted and shall constitute the remainder of the agreement between the parties hereto.

WHEREOF, DISTRICT and VENDOR have executed this Amendment #2 to Agreement by their authorized representatives as the date hereinabove first written.

DATED: 8/30/07

PALOMAR COMMUNITY COLLEGE DISTRICT

KL

Ken Jay, Director
Business Services

DATED: 8/28/07

VENDOR Educational Services, LLC

By: Lorne Lebster

Lorne Lebster
Vice President

By:

Jeffrey Tushar
Vice President

CLIENT

AMENDMENT #3 TO AGREEMENT
FOOD SERVICES MANAGEMENT AGREEMENT

THIS AMENDMENT #3 TO AGREEMENT, is entered into effective as of November 13, 2007 by and between Palomar Community College District (hereinafter "DISTRICT") and ARAMARK Educational Services, LLC, a Delaware limited liability company (formerly ARAMARK Educational Services, Inc.) (hereinafter "VENDOR"). This amendment alters or adds to the language of the Agreement between the parties dated May 28, 2002, including Amendment #1, dated June 20, 2003 and Amendment #2, effective as of July 1, 2007, incorporated herein by this reference (collectively, the "Agreement").

RECITALS

1. The DISTRICT entered into the Agreement with VENDOR to provide all food service management and operation, including purchase of food stuffs, preparation and service thereof at the San Marcos campus and Escondido Education Center.

2. The DISTRICT and VENDOR have mutually agreed to amend the Agreement to set forth an appropriate notice period with respect to termination of the Agreement.

BASED UPON THE FOREGOING RECITALS, and in consideration of the mutual covenants and agreements contained herein, the DISTRICT and VENDOR wish to enter into this Amendment, agreeing as follows:

1. ARTICLE 2 - TERM of the Agreement shall be deleted in its entirety and replaced with the following:

   "This Agreement shall continue through June 30, 2012, unless otherwise terminated as provided for elsewhere herein. This Agreement may be terminated by either party, with or without cause, upon sixty (60) days prior written notice to the other party."

   For the term of the extension (i.e. for the period commencing July 1, 2007 and ending June 30, 2012), the DISTRICT will suspend the original contract requirements for the annual $25,000 guaranteed payments in years six through ten and any commissions based on sales.

All other terms & conditions contained in the original Agreement, dated May 28, 2002, and first amendment, dated June 20, 2003, and second amendment, effective as of July 1, 2007, are hereby renewed and adopted and shall constitute the remainder of the agreement between the parties hereto.

WHEREOF, DISTRICT and VENDOR have executed this Amendment #3 to Agreement by their authorized representatives as the date hereinabove first written.

DATED: _____

PALOMAR COMMUNITY COLLEGE DISTRICT

By: _____
Ken Jay, Director
Business Services

DATED: 12/14/07

ARAMARK Educational Services, LLC

By: Chris S. Gossard
Chris S. Gossard
Vice President

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