

## Statement of Work – Dining Services

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This Statement of Work for Dining Services (“Dining SOW”) is made a part of and incorporated into the Master Collaboration Agreement between Board of Governors and the Colorado State University System acting by and through Colorado State University Pueblo (“University”), and Aladdin Food Management Services, LLC, a West Virginia Limited Liability Service Provider, (“Service Provider”) (collectively “the Parties”).

### 1. TERM AND INTENT

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University grants Service Provider the exclusive right to provide Food Service, to operate the Food Service Facilities, and to provide to University, faculty, staff, students, guests and other persons at the Premises such Food Service and Products. Subject to negotiation, Company may be allowed to operate any future dining service facility that may be constructed or operated by the University during the period of time the contract is in force.

This Dining SOW shall be effective as of August 1, 2025 (the “Commencement Date”) or sooner if mutually agreed upon in writing by both Parties, and will remain in effect through June 30, 2030. The Agreement may renew annually for up to five (5) additional one-year terms by mutual written agreement. Either party may terminate this agreement by providing ninety (90) days written notice of termination to the other Party at any time. The parties may further terminate this agreement as set forth within the Master Collaboration Agreement (MCA) dated March 26, 2025.

### 2. DEFINITIONS

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- 2.1. Accounting Period. Service Provider’s accounting calendar is based on an accounting cycle consisting of three (3) rotational periods of four (4) weeks, four (4) weeks, five (5) weeks.
- 2.2. Declining Balance. The Credit amount remaining when Dining Dollars have been used for applicable purchases.
- 2.3. Dining Dollars. Credits that are purchased as the Meal Plan (room and board) by students who reside on campus. Dining Dollars are loaded on the student’s University ID card. They may be used at any Food Service Establishment that Service Provider manages on Campus. Dining Dollars do not roll over at semester and are forfeited if not used for the semester purchased.
- 2.4. Food Preparation Equipment. Equipment or appliances reasonably necessary for Food Service including, without limitation, stove, oven, sink, refrigerator, microwave, mixer, steamer, slicer, freezer, and fire extinguishing equipment that is in good condition and of a commercial grade.
- 2.5. Food Service. Operations and Products to be provided by Service Provider in accordance with this Agreement related to the preparation, service and sale of food, beverages, goods, merchandise, and other items at the Premises.
- 2.6. Food Service Establishment. Individual operations of food service to include those listed within Premises.
- 2.7. Food Service Facilities. Space for Service Provider to prepare and perform Food Service at the Premises including, without limitation, kitchen, dining, service, office, and storage areas.
- 2.8. Governmental Rule. Any statute, law, rule, regulation, ordinance, or code of any governmental entity (whether federal, state, local or otherwise).

- 2.9. Meal Plan. A specified amount of Credit (Dining Dollars) that a student purchases and uses to pay for food at Food Services Establishments. Meal Plans are purchased by students residing on campus as part of their room and board and may also be purchased by commuter students (student not residing on campus).
- 2.10. Office Equipment. All office items reasonably necessary for Service Provider staff to perform office-related functions at the Premises including, without limitation, furniture (e.g. desk, chair, file cabinet), equipment (e.g. computer, phone, data/high speed internet lines), parking spaces and locker/break room facilities.
- 2.11. PCI Standards. All rules, regulations, standards, or guidelines adopted or required by the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure, and handling of Payment Instrument Information.
- 2.12. Premises. The University's Food Service Establishments located at Colorado State University Pueblo.  
2200 N Bonforte Boulevard, Pueblo, Colorado 81001 which include the following areas:
  - a. Pack Café - OSC
  - b. Einsteins Bagels - OSC
  - c. Qdoba - OSC
  - d. Café Libro - LARC
  - e. ThunderMart - Greenhorn
  - f. Oh My Sushi – Culebra
  - g. Art and Lorraine Sports Complex
  - h. Rawlings Sports Complex
  - i. Massari Arena
  - j. other establishments may be added by mutual written agreement of the parties.
- 2.13. Products. Food, beverages, goods, merchandise, and supplies.
- 2.14. Proprietary, Confidential and Trade Secret Information. Items used in Service Provider Food Services (owned by or licensed to Service Provider) including, without limitation, menus, signage, surveys, Software (i.e. menu systems, food production systems, accounting systems), recipes, management guidelines and procedures, operating manuals, personnel information, purchasing and distribution practices, pricing and bidding information, financial information, provided, however that the following items are specifically excluded: (i) information generally available to and known by the public or (ii) information independently developed or previously known by the University.
- 2.15. Retail Cash and Credit Sales. – Sales at Food Service Establishments, other than the Pack Café, by either Thunderbucks or cash or credit.
- 2.16. Retail Pricing. Prices that are set at other Food Service Establishments within Pueblo County, except for set meal costs at the Pack Café.
- 2.17. Servicewares. Items used in the service of food and beverages including, without limitation, chinaware, glassware, and silverware.
- 2.18. Smallwares. Items used in the preparation of food including, without limitation, pots, pans and kitchen utensils.
- 2.19. Supervisory Employee. Those persons who have directly or indirectly performed management or professional services on behalf of Service Provider for the University at any time during this

Agreement including, without limitation, any corporate employee, manager, assistant manager, chef, lead cook, or dietitian.

- 2.20. Thunderbucks. University has developed a Thunderbucks point system, which is available to all campus faculty, and staff. Thunderbucks are loaded on the participant's University ID card. Participants receive a 10% discount. Thunderbucks do not expire at the end of the semester or academic year and are non-refundable.
- 2.21. Utilities and Amenities. All utilities reasonably requested by Service Provider to provide Food Services at the Premises including, without limitation, heat, hot and cold water, gas, refrigeration, lights, electric current, ventilation, air conditioning, recycling, cooking waste removal, hazardous waste removal, garbage removal services, exterminator services, telephone services, internet access, and sewage disposal services.

### 3. FOOD SERVICES

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- 3.1 Food Service. Service Provider will oversee Food Services at the Premises which shall include, without limitation, preparation and service of food and beverages to University's employees, staff, and guests.
- 3.2 Program Specifications.
  - a. Meals.
    - i. Menus. Service Provider will provide food offerings to students, faculty, staff and guests. Students may participate in a Meal Plan by purchasing Dining Dollars that are used to pay for food at the Premises. Students will be charged a set amount for each Breakfast, Brunch, Lunch and Dinner at the Pack Café and will be able to use the Dining Dollars to purchase food at other Food Service Establishments on Campus that are under the operation of Service Provider. Others not participating in the Dining Dollars may also purchase meals at the Pack Café and other Food Service Establishments on campus. Pack Café service will be provided on a set amount basis for each meal and will be all you can eat service. Service Provider has determined that the following will be the cost Students using Dining Dollars – Breakfast \$9.00, Continental \$7.50, Brunch \$10.75, Lunch \$10.75 and Dinner \$11.75. Service Provider has determined that the following will be the cost for the standard door rate – Breakfast \$10.25, Continental \$9.00, Brunch \$12.00, Lunch \$12.00 and Dinner \$13.25. This cost may be modified by written agreement each year for the next academic year by mutual agreement of the Parties. Such Agreement must be reached by April 1<sup>st</sup> of each year. Service Provider reserves the right to make changes to items or portion sizes on an ongoing basis. Significant changes to portion sizes, offerings or pricing must be approved in writing by the University prior to implementing such changes.
    - ii. Special Functions/Catering. Service Provider shall provide Food Service for special occasions, including University's conferences, dinners, meetings, parties, and other functions, as well as catering services to employees, guests and outside groups in connection with this Agreement. Fees for these services shall be governed by the menu, manner, and time of service, and shall be established by mutual agreement of Service Provider and University or the party sponsoring the Special Function.
    - iii. Retail Pricing. Service Provider shall determine retail prices in a manner that is competitive with the local Pueblo market. Service Provider will adjust retail pricing on a continuous basis to reflect on-going market fluctuations. These adjustments cannot interfere with or increase the cost of

student's meal plan transfers, meaning the price for Breakfast, Brunch, Lunch and Dinner for students using Dining Dollars cannot increase during the academic year. If Service Provider sustains increases in its operational costs (e.g. product or labor costs), Service Provider shall have the right to implement such price increases after reviewing with the University, but in no event later than thirty (30) days following Service Provider's written notification to University.

- b. Locations. Service Provider shall operate and manage Food Services at the Premises and locations as the University and Service Provider mutually agree
- c. Hours. Service Provider shall provide necessary food services at the following hours, or such hours as the Parties mutually agree upon at the Pack Café.:
  - a. Breakfast – Monday through Saturday, 7 am to 9:30 am
  - b. Brunch – Sunday, 10:30 am to 1:30 pm
  - c. Lunch – Monday through Saturday, 11 am to 2:30 pm
  - d. Dinner – Daily, 5 pm to 7:15 pm
  - e. Pack Café self service grab and go – remains open outside of standard operating times.
  - f. All other retail points of sale hours shall be mutually agreed upon.
- 3.3 Purchasing. Service Provider shall purchase those Products and supplies necessary to comply with Service Provider's obligations as set forth in this Agreement from Service Provider's approved vendors that meet Service Provider's guidelines and requirements.
- 3.4 Pouring Rights Contract. University does have a "Pouring Rights" contract with a beverage vendor. Company shall be required to operate within the policies established by University and Vendor. University shall communicate with Company regarding the Pouring rights contract to minimize any negative impact.
- 3.5 Inventory. Service Provider will purchase and own all inventories of food, beverages, and supplies. Upon termination of this Agreement for any reason, at Service Provider's option, (i) Service Provider may remove and retain any remaining Product inventory or (ii) University will purchase from Service Provider, at Service Provider's invoice cost, any remaining Product inventory.
- 3.6 Cleaning. Service Provider and University shall be jointly responsible for housekeeping and sanitation in the food preparation, storage, and service areas of Premises. Service Provider shall perform routine cleaning and housekeeping in the food preparation and service areas and shall provide cleaning supplies necessary for food service operations. University shall perform major cleaning including, without limitation, stripping and waxing floors, cleaning walls, windows, fixtures, ceilings, electric light fixtures, grease traps, hoods and vents, duct work, plenum chambers, pest control, and roof fans throughout the Food Service Facilities as defined herein. University shall be responsible for setting up and cleaning the Premises for functions not managed by Service Provider, in addition to any related charges. Service Provider shall be responsible for moving the refuse to the collection areas (outside dumpsters). University shall be responsible for removal of refuse from the collection areas and all refuse removal charges.

## **4. EMPLOYEES**

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- 4.1. Service Provider shall hire employees necessary for its performance of this Agreement. University may interview and review, Service Provider's proposed General Manager of Food Services, Catering

Manager, Retail Manager and Executive Chef and shall have the right to approve all persons employed by the Service Provider. Persons employed by Service Provider will be the employees of Service Provider and not of University. Service Provider's employees and agents shall comply with applicable policies, rules and regulations concerning conduct on the University's premises which the University imposes upon its employees and agents provided such rules and/or regulations are not in violation of any federal, state, and/or local laws including anti-discrimination, anti-harassment, sexual misconduct or harassment, use of tobacco products, alcohol, and illegal substances, including marijuana. Foul language, or lewd or suggestive language is also prohibited. University agrees to provide Service Provider notice of any proposed changes in rules, at least thirty (30) days prior to implementation. Any employee of Service Provider that University determines to be a safety or security risk to the University or to any person within the campus community or determined to have violated any University rules, regulations or policies shall be removed from the premises at the discretion of the University. University reserves the right to request replacement of any management personnel because of operating difficulties determined to be the result of inferior on-site management and the parties agree to discuss the options and mutually agree about possible corrective actions and/or replacement personnel and agree that any such requests for replacement and subsequent determinations must be non-discriminatory and comply with all laws and regulations governing employment.

- 4.2. Student Workers. University will not provide student workers through work study opportunities, but Service Provider may hire students directly. University will work in conjunction with Service Provider to recruit and advertise to students.
- 4.3. Wages and Hours. Service Provider shall comply with all applicable federal, state, and local laws and regulations pertaining to the wages and hours of employment for Service Provider's employees. University shall comply with all applicable federal, state, and local laws and regulations pertaining to the wages and hours of employment for University's employees.
- 4.4. Payroll Taxes. Service Provider shall be responsible for all withholding and payroll taxes relative to Service Provider's employees. University shall be responsible for all withholding and payroll taxes relative to University's employees.
- 4.5. Background Checks. Service Provider shall conduct necessary background checks as required by law. Service Provider shall be responsible for all costs associated with said background checks. Service Provider will not hire individuals with a known criminal history that includes any sexual related offense or offenses against children or offenses of moral turpitude or crimes of violence.
- 4.6. Equal Opportunity and Affirmative Action Employer. Service Provider abides by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their age, race, color, religion, sex, sexual orientation, or national origin. Service Provider employs and promotes individuals without regard to age, race, color, religion, sex, national origin, protected veteran status or disability.
- 4.7. Non-Hire. University acknowledges that Service Provider has invested considerable amounts of time and money in training its Supervisory Employees. Therefore, the University agrees that during the Supervisory Employee's employment with Service Provider and for a period of twelve (12) months thereafter no Supervisory Employees of Service Provider will be hired by University, , nor will University permit employment of Service Provider Supervisory Employees on University's

Premises. Service Provider shall be entitled to pursue all other remedies available under federal, state, or local law. This provision shall survive the termination of this Agreement

## **5. PREMISES, FACILITIES, UTILITIES AND EQUIPMENT**

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- 5.1 Premises. The Premises shall be in good condition and maintained by the University to ensure compliance with applicable Governmental Rules and to enable Service Provider to perform its obligations hereunder. University shall be responsible for any modifications or alterations to the workplace or the Premises necessary to comply with any applicable Governmental Rules. Service Provider shall have no obligation to maintain or repair the Premises. Service Provider shall be responsible for any damage to the premises caused by its employees except for normal wear and tear.
- 5.2 University's rights to enter Premises. The University, by its officers, employees, agents, representatives, and contractors, shall have the right to enter upon all portions of the premises at all reasonable times for the purpose of inspecting the same, for observing the performance of the Service Provider of its obligations under this Contract, and to service or post or keep posted thereon notice provided by any law or rules or regulation of the State which the University deems to be for the protection of the University and/or the premises, and for the doing of any act or thing which the University may be obligated or have the right to do under the Contract, or otherwise. Without limiting the generality of the foregoing, the University by its officers, employees, agents, representative, and contractors, and furnishers of utilities and other services, shall have the right for its own benefit, for the benefit of Service Provider, or for the benefit of other than Service Provider at University to enter upon said premises at all reasonable times to make such repairs, replacements, or alterations as may, in the opinion of University, be necessary or desirable and, from time to time to construct or install over, in or under, the premises new systems or parts thereof, and to use the said premises for access to other parts of University not otherwise conveniently accessible.
- 5.3 Equipment. Without limiting the foregoing, University shall permit Service Provider to use all of the University's Food Preparation Equipment in the performance of Food Service. The Food Preparation Equipment provided by University shall be commercial grade, in good condition and shall be maintained, repaired, and replaced by University to permit the performance of the Food Service and to ensure compliance with applicable Governmental Rules. Service Provider and University shall inventory University's current Equipment within thirty (30) days after the Commencement Date. Service Provider shall take reasonable care of all Food Preparation Equipment under its custody and control, provided that the foregoing shall not limit University's obligation to maintain, repair and replace (as necessary) the Food Preparation Equipment. Service Provider will communicate with University the need for repairs and/or replacement, and the University will make such repairs and/or replacement within a reasonable time. Service Provider will be responsible for repair or replacement caused by their negligence or actions.
- 5.4 Facilities, Utilities. At its own expense, University shall maintain, repair, replace, and keep in safe operating condition said Facilities and Utilities, to permit the performance of the Food Service and to ensure compliance with Governmental Rules.
- 5.5 Servicewares. Client shall provide Servicewares as defined in section 2.17 above.

- 5.6 Smallwares. At its own expense, Client shall furnish Service Provider with the appliances, wares, and equipment reasonably requested by Service Provider including all Cooking Equipment and Smallwares as defined in section 2.18 above.
- 5.7 Computer Equipment.
- A. Internet Access. If Service Provider is to implement a point-of-sale system, University shall either allow Service Provider to use University's point-of-sale- system ("POS System") and required internet access or, in the alternative, shall provide and maintain the system requirements necessary for Service Provider to install and maintain its own POS System. To the extent Service Provider installs and maintains its own POS System, University shall provide electrical outlets and wireless IP network connectivity terminating in necessary cabling connection between the cash registers, the timeclocks, the foodservice office, and Service Provider's router. University shall allow Service Provider and the internet provider physical access to the area where a high-speed internet connection will be installed and shall permit Contractor's installation of a router and dedicated high-speed internet circuit with full administrative control to establish a connection between the foodservice office, workstations (if any) and Service Provider's network.
  - B. Software. Service Provider will license products, software, and maintenance for use in providing services in accordance with this Agreement. Service Provider has procured a license to access and use Service Provider's centralized Nutritional Database ("NDB") for nutritional analysis, menu planning and other operational purposes for University's Premises. University agrees that all software associated with the operation of the Food Service, including without limitation, the NDB, food production systems, and accounting systems, is owned by or licensed to Service Provider. University's access or use of such software shall not create any right, title, or copyright in such software. Upon termination of this Agreement, University shall have no right to access or retain any Service Provider software or Confidential Information produced by that software.
  - C. Credit Card Processing. If requested by Client, Service Provider will accept and process credit card payments for sales of food, beverage, goods, merchandise, and services in the Food Service operation. If Service Provider processes credit card transactions using equipment solely provided by Service Provider, then Service Provider will be responsible for compliance of its equipment in accordance with PCI Standards. If Service Provider uses computers, software, network equipment ("Systems") or other property of Client to process credit card transactions, then Client will be required to provide Systems that fully support PCI standards and requirements or reimburse the Service Provider for the acquisition of Systems that sufficiently meet the requirements of current PCI Data Security Standards. In that case, if Service Provider is considered the "merchant of record", Client will provide Service Provider with a certificate of compliance if requested by Service Provider.

## **6. LICENSES, PERMITS AND TAXES**

- 6.1 Licenses and Permits. Service Provider shall procure, maintain, and post the food licenses and permits as required by law including a full liquor license for use on the entire campus . University represents and warrants that it has and will maintain all other licenses and permits necessary to operate the Premises and the Food Services. The University agrees to notify Service Provider immediately upon receiving notice of loss of any such permit or license.

Taxes. Service Provider shall pay when due all federal, state, local and other governmental taxes or assessments in connection with the operation and performance of the Food Services. The Parties acknowledge that even if the University is tax exempt, Service Provider may be liable for the remittance of state sales tax and/or city sales tax for the sale of food, beverages, meals and/or Food Services. Based on relevant statutes, the Parties will determine whether the sales of food and beverages (“Service Transactions”) are subject to state and/or city sales tax. The Parties will then determine whether the sales tax will be collected by University or Service Provider for remittance to the appropriate state department of revenue or city Sales Tax department. If University is liable for such state or city sales tax, University’s tax liability will not be waived by Service Provider either collecting the tax or accounting for the tax in its operations. If the Parties are unable to resolve any dispute or controversy regarding the taxability of Service Transactions, such dispute or controversy shall be resolved by a ruling of the applicable state department of revenue or city Sales Tax Department. The University shall pay when due all federal, state, local and other governmental use and property taxes or assessments, only if required after providing proof of tax-exempt status, arising in connection with the Premises, Facilities, equipment, offices and utilities owned by the University. In the event that the City of Pueblo assesses municipal sales tax against Service Provider or the University for meal plans or other offerings under this agreement, in which municipal sales tax have not previously been assessed, the parties agree to cooperate with the other to in good faith dispute any such assessment in any potential litigation or appeal of such decision.

## **7. FINANCIAL ARRANGEMENTS**

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- 7.1 Payment Arrangement. Service Provider will operate the Food Service at the Premises on a profit/loss basis. Service Provider and University shall mutually agree to pricing and hours of operation for the food served at the Premises University shall pay Service Provider for the Charges set forth below.
- A. Pricing Structure. Service Provider shall provide a declining balance meal plan for students residing on campus by way of purchase of Dining Dollars, at the following levels: \$3,000 per semester or \$2,500 per semester; Commuter students may purchase Dining Dollars at, \$500 per semester through their student account. Following the first year of service, the Parties will reevaluate the meal plans to determine whether to add other plans, which would be subject to different pricing as agreed to in writing by the Parties. Retail pricing will apply to other Food Service Establishments and Declining Balance dollars may be used to pay for items purchased. Faculty, Staff and Students may purchase Thunderbucks and Faculty and Staff will receive a 10% discount when using “Thunder Bucks” as payment. At any time, a person may purchase food from the Food Service Establishments with cash or credit.
  - B. Carry Over. All balances of Dining Dollars must be used in the semester in which they are purchased. Balances will not carry over from semester to semester or from year to year. University will receive twenty percent (20%) of the value of any unused Declining Balance funds at the end of each semester and Service Provider will receive eighty percent (80%) of the value of the unused Declining Balance.
  - C. Catering. Service Provider will determine catering pricing by utilizing a market basket approach.
  - D. Commission. Service Provider will pay to the University five percent (5%) commission on



internal catering and seven percent (7%) commission on external catering including athletic concession sales. For purposes of Commission only – catering includes conferences and summer camps. Commission on catering sales shall be paid from the start of the term. Service Provider will pay to the University five percent (5%) commission on retail cash and credit sales only after the total gross revenue of retail sales reaches One Million One Hundred Ninety Thousand One Hundred Forty Dollars and Zero Cents (\$1,190,140.00) has been during the year term (July 1- June 30). Service Provider shall make all commission payments to University within thirty (30) days of the end of the month in which those sales were made. All commission is calculated on gross revenue. Conference Rates. The Parties agree to the following conference rates:

Meals	Amounts
3 meals per day for internal conferences	\$34.96
3 meals per day for external conferences	\$36.71

E. Summer Camp Rates. The Parties agree to the following summer camp rates:

Meals	Amounts
3 meals per day for internal camps	\$34.96
3 meals per day for external camps	\$36.71

F. Donation. Service Provider will provide an annual catering credit of \$20,000 to be used at the University's discretion for late night breakfast, Presidential catering, and/or food insecurity.

G. Service and Pricing Assumptions. The financial terms set forth in this Agreement, and all other obligations assumed by Service Provider hereunder, are based on the following assumptions:

1. Population: 705
2. Average annual Sales: \$7,516,000 total revenue including catering
3. Days of Operation: 221
4. Hours of Operation: As set forth in Section 3.2 of the Agreement
5. Catering Sales: \$1,786,146
6. Purchasing: Service Provider will make purchases on behalf of the University at a quality level similar to that in place at the Commencement of this Agreement.

To the extent any of the basic assumptions change or if University requests a significant change in Services as provided under this Agreement, the Service Provider's base rate shall be proportionately increased, unless the Parties otherwise mutually agree otherwise.

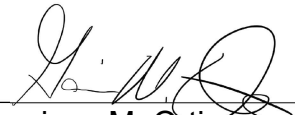
7.2 Right to Offset. In the event that University is more than thirty (30) days past due on any obligations to Service Provider, Service Provider shall have the right to offset, from any other sums owed by Service Provider to University, all or any portion of such outstanding receivables. Additionally, Service Provider shall have the right, at Service Provider's option, at any time that University is over thirty (30) days past due on any obligations require that University pay, on a prebilling basis, at least one week in advance of each Accounting Period, the estimated amount due Service Provider for that Accounting Period. The estimated amount shall be adjusted and reconciled to the

actual amount in the next prebilling invoice, or if University is no longer past due on its obligations to Service Provider, with the next invoice due hereunder.

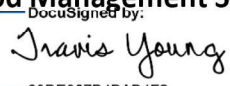
- 7.3 Change in Conditions. The financial terms set forth in this Agreement, and all other obligations assumed by Service Provider hereunder, are based on conditions in existence on the date Service Provider commences operations including, without limitation, population; labor costs; applicable Governmental Rules; food and supply costs; provision of equipment and utilities; state of the Premises; and federal, state and local sales, use and excise taxes (the “Conditions”). Further, University acknowledges that in connection with the negotiation and execution of this Agreement, Service Provider has relied upon University’s representations regarding existing and future conditions (the “Representations”) as to matters within the University’s control. In the event of change in the Conditions, inaccuracy of the Representations, or if University requests any significant change in the Food Services as provided under this Agreement, the financial terms and other obligations assumed by Service Provider shall be renegotiated to reflect a proportionate increase in Service Provider’s charges to the University. Service Provider will provide a thirty (30) day notice of such increased charges. If Service Provider sustains increases in its operational costs (e.g. product or labor costs), Service Provider, with written notification to University, may increase its prices for items to recover such increased costs.
- 7.4 Future Pricing. Pricing adjustments shall be made automatically effective July 1st on an annual basis at a rate no less than the greater of three percent (3%), the most recently released U.S. Department of Labor Consumer Price Index, All Urban Consumers, National Average Unadjusted, Food Away from Home, or the changes in the Market Basket of Products. On the anniversary of the Commencement Date, Service Provider’s proposed adjustments shall go into effect.

**This Dining SOW is hereby agreed upon and accepted:**

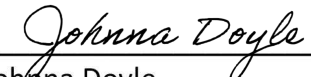
**UNIVERSITY:**


Signature:   
Name: Garrison M. Ortiz  
Title: VP of Univeristy Operations/Chief Financial Officer  
Date: 08.29.2025

**SERVICE PROVIDER:**

**Aladdin Food Management Services, LLC**  
DocuSigned by:  
Signature:   
68DE807B4BAB4E2  
Name: Travis Young  
Title: Senior President of Education  
Date: 8/29/2025

**Legal Sufficiency**

  
Johnna Doyle  
Deputy General Counsel

  
Juanita Pena, 08/29/2025  
Controller Date