

July 12, 2012

Mr. Amir Mohammadi  
Executive Vice President for Finance & University Treasurer  
Delaware State University  
1200 North DuPont Highway,  
Dover, DE 19901

Re: **Letter of Intent for ARAMARK's Services at Delaware State University**

Dear Mr. Mohammadi:

This letter will confirm that **Delaware State University** ("University") intends to engage **ARAMARK Educational Services, LLC** ("ARAMARK") as its exclusive agent to provide dining services to University's dining service program on the University's campus in Dover, Delaware under a mutually agreed-upon financial arrangement based upon (and subject to the assumptions contained in) ARAMARK's Proposal to University and such other terms and conditions to which the parties may agree. The definitive contract covering the parties' agreement has not yet been finalized and except as provided with respect to the 2012 Financial Commitment, this letter does not create a binding obligation upon either party to enter into a contract, which remains subject to the execution of a definitive agreement that may contain material terms and conditions in addition to those stated herein.

Any equipment purchased by ARAMARK on University's behalf shall be purchased as a "sale-for resale" to the University. University shall hold title to all such equipment upon such resale.

Each segment or portion of the 2012 Financial Commitment shall be amortized on a straight line basis over a period equivalent to the number of full months remaining until May 2022 beginning, in each case, upon complete expenditure of the applicable segment or portion.

In the event that a definitive contract which specifically addresses the 2012 Financial Commitment made by ARAMARK is not executed by the parties for any reason whatsoever within ninety (90) days of the date of this letter, University shall, upon demand by ARAMARK, reimburse ARAMARK for the outstanding, unamortized balance of that portion of the 2012 Financial Commitment made by ARAMARK hereunder. In the event such amounts owing to ARAMARK are not paid to ARAMARK within thirty (30) days of the date of ARAMARK's demand therefor, University agrees to pay interest on such amounts at One Hundred Twenty-Five Percent (125%) of the then-current Prime Interest Rate per annum, compounded monthly from the date of expiration or termination, until the date paid.

If the foregoing is in accordance with your understanding, please have an authorized representative of the University sign and date all attached copies of this letter. Please retain one copy and return the other copies of this letter at your convenience.

Very truly yours,

**ARAMARK EDUCATIONAL SERVICES,  
LLC**

By: \_\_\_\_\_  
Keith Bethel  
Vice President

By: \_\_\_\_\_  
Jeffrey K. Gilliam  
Vice President

Agreed to this \_\_\_\_ day of July, 2012, by:

**DELAWARE STATE UNIVERSITY**

By: \_\_\_\_\_  
Name:  
Title: