

**SECOND AMENDMENT TO CATERING AND CONCESSION SERVICE
AGREEMENT AND CONSENT TO ASSIGNMENT**

AUSTIN CONVENTION CENTER DEPARTMENT

THIS AGREEMENT ("2nd Amendment") is made between the CITY OF AUSTIN, a Texas home-rule municipal corporation (the "City"), acting by and through the Director of the Austin Convention Center Department ("Department"), and ARAMARK SPORTS AND ENTERTAINMENT SERVICES OF TEXAS, INC., a Texas corporation ("Aramark").


RECITALS

- A. The City and Fine Host Corporation ("Fine Host") are parties to a Catering and Concession Service Agreement dated November 24, 1997 (the "Agreement"), whereby the City granted Fine Host certain rights to sell food, beverages, gifts and novelties, operate food and beverage concession stands, and to cater events at the City's convention center and other facilities operated by Department, for a term of ten years ending on September 30, 2007;
- B. The Agreement was amended by an agreement between the City and Fine Host dated August 23, 2001 ("1st Amendment"). Among other provisions, the 1st Amendment (1) extended the term of the Agreement, (2) modified the compensation payable to the Caterer, (3) and required Fine Host to invest \$1,500,000 to purchase kitchen equipment for the Convention Center ("Equipment");
- C. In drafting the 1st Amendment, a provision was omitted that would have allowed Fine Host to depreciate the cost of the Equipment, and to take that depreciation as an expense under the Agreement;
- D. Fine Host has entered into a certain Asset Purchase Agreement dated as of October 23, 2002, with ARAMARK FHC, LLC ("ARAMARK FHC"), an affiliate of Aramark, whereby ARAMARK FHC would acquire substantially all of the assets of Fine Host, including but not limited to, the Agreement, subject to the consent of the City as required under the Agreement, which acquisition was closed on December 5, 2002; and
- E. ARAMARK FHC has requested the consent of the City to assign the Agreement to its affiliate, ARAMARK SPORTS AND ENTERTAINMENT SERVICES OF TEXAS, INC. ("Aramark"); and
- F. To induce the City to grant its consent to the assignment of the Agreement from Fine Host to ARAMARK FHC, and from ARAMARK FHC to Aramark, Aramark has agreed to amend the Agreement to provide certain financial and other incentives to the City, and to cause Aramark's obligations under the Agreement to be guaranteed by ARAMARK Sports and Entertainment Services, Inc., a Delaware corporation.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the City and Aramark agree as follows:

AGREEMENT

1. Definitions. Except as otherwise expressly provided to the contrary, capitalized terms used in this 2nd Amendment shall have the same meaning as defined in the Agreement, as amended.
2. Amendments. The Agreement, as amended, is further amended as follows:
 - 2.1. Section 1.15 is hereby amended by the addition of the following subsection 1.15.5:

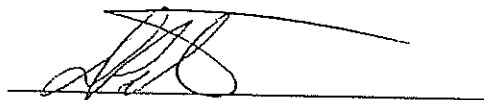
1.15.5 depreciation on the Equipment over the remaining initial term of the Agreement at a rate of \$150,000 per year.
 - 2.2. Notwithstanding anything in the Agreement, as hereby amended, to the contrary, Caterer shall not take as an Expense, or otherwise charge the City for, depreciation on the Equipment for the three Accounting Years commencing October 1, 2003, October 1, 2004, and October 1, 2005.
 - 2.3. The Periodic Fixed Fee payable to Caterer by the City for the two Accounting Years commencing October 1, 2003 and October 1, 2004 shall be reduced by \$50,000 per year, or \$4,166.67 per month.
 - 2.4. Aramark agrees to retain all existing (i.e. former Fine Host) management and staff positions (subject to satisfactory performance) for a period of one (1) year after the effective date of this 2nd Amendment to ensure continuity of service to Center customers and clients. Aramark shall not terminate or replace any supervisor or manager at the Center, including but not limited to, the General Manager, Executive Chef, or any Site Manager, without the prior written consent of the City, which shall not be unreasonably withheld.
3. Consent to Assignment. Subject to full execution of this 2nd Amendment, the City consents to the assignment of the Agreement by Fine Host to ARAMARK FHC, and from ARAMARK FHC to Aramark. Aramark unconditionally agrees to assume and perform all of the duties and obligations of the Caterer under the Agreement, arising from and after December 5, 2002. By consenting to the assignment of the Agreement to Aramark, the City does not release Fine Host from, but expressly reserves, all rights, claims, and remedies, known or unknown, the City has now, or may have in the future, against Fine Host arising under or concerning the Agreement, as amended. Neither the Agreement, nor any of the duties or obligations of Caterer, may be further assigned, transferred, or delegated, in whole or in part, by Aramark without the prior written consent of the City.
4. Effective Date. This 2nd Amendment shall be effective as of ^{OCTOBER 1, 2003.} ~~the date it has been fully executed by Aramark and the City.~~ 
5. Miscellaneous.
 - 5.1 Except as expressly amended by this 2nd Amendment, the Agreement, as previously amended, shall remain unchanged, and in force and effect in accordance with its terms. No other or further amendments or modifications to the Agreement shall be effective unless in writing and signed by both parties.
 - 5.2 This 2nd Amendment contains the entire understanding and agreement between the parties hereto with respect to approval of the assignment of the Agreement to

Aramark and the changes to the Agreement made to induce the City to consent to such assignment.

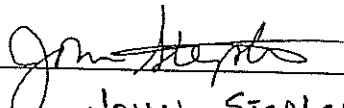
5.3 This 2nd Amendment is made under, and shall be construed and enforced in accordance with, the laws of the State of Texas, without regard to conflicts of laws principles.

IN WITNESS WHEREOF, the parties have executed this 2nd Amendment in Austin, Travis County, Texas, by their duly authorized representatives.

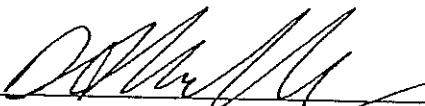
CITY OF AUSTIN



Approved as to form
Assistant City Attorney

By: 
Name: JOHN STEPHENS
Title: Acting ASSISTANT CITY MANAGER
Date: December 8, 2003

ARAMARK SPORTS AND
ENTERTAINMENT SERVICES OF
TEXAS, INC.

By: 
Name: DAVID WADDELL
Title: CEO
Date: December 3, 2003