

EXHIBIT A

Legal Considerations

Aramark Correctional Services, LLC (“Aramark”) has an existing agreement in place with Indiana Department of Correction (“IDOC”) for the provision of Juvenile Food Services (the “Services”). Aramark agrees to use the parties’ existing agreement (the “Existing Agreement”), subject to the inclusion of mutually agreeable terms, where applicable. If Aramark’s proposal is accepted and determined by IDOC to merit an award, Aramark respectfully requests and reserves the right to negotiate a definitive agreement that will govern the parties’ relationship and include mutually agreeable terms. It is Aramark’s understanding that only terms in the definitive agreement signed by both parties would control the relationship going forward. Aramark’s proposal is not an offer that, if accepted by the IDOC, would constitute an agreement binding on Aramark. In particular, Aramark respectfully requests that the IDOC consider the following provisions:

1. **TERMINATION:** Aramark respectfully requests that any resulting termination language provides mutual termination for convenience rights to the parties, which is consistent with the language in the parties’ Existing Agreement.
2. **LIQUIDATED DAMAGES:** The RFP sets forth the circumstances pursuant to which the IDOC may take action in the event that it believes the contract requirements are not being properly followed as further outlined in Appendix 1 to the RFP. Aramark assumes that the IDOC will only take such actions regarding matters solely within Aramark’s control and will also consider a reasonable notice and cure period prior to taking any such action. Aramark is hopeful that the parties will use the resulting contract to clarify further the parties’ performance obligations and assessment of damages provisions.
3. **MATERIAL ADVERSE CHANGE:** Given our ever-changing economic environment, Aramark respectfully requests that a resulting agreement include a material adverse change clause. Here is one example:

The financial arrangements in this Agreement are based on conditions existing as of the Effective Date, including any representations regarding existing and future conditions made by the Missouri DOC in connection with the negotiation and execution of this Agreement. If such conditions change due to causes beyond Aramark’s control, including, but not limited to, a change in the scope of Aramark’s services; menu changes; a decrease in the Facilities’ inmate population or the availability of inmate labor; efforts to organize labor; increases in food, fuel, equipment, utilities, supply and labor costs; Federal, State and local sales, and other taxes and other operation costs; a change in Federal, State and local standards, requirements recommendations, and regulations; or other unforeseen external market conditions outside Aramark’s control, then Aramark

shall give the Missouri DOC written notice of such increase or change, and within thirty (30) calendar days after such notice, Aramark and the Missouri DOC shall mutually agree upon modification(s) to offset the impact of the increase or change, which modifications may include any or a combination of the following: an adjustment to Aramark's price per meal, modifications to the menu, or modifications to Aramark's scope of services.

4. **PRICE ADJUSTMENTS:** Aramark respectfully requests that a resulting agreement include the following language which provides the right for an adjustment to pricing at each annual renewal or extension period based on inflation:

The per meal prices stated in this Agreement are firm for the period beginning on the _____ and ending on _____. Per meal prices for each subsequent 12-month period shall be adjusted on each anniversary of the _____ by an amount to be mutually agreed upon and set forth in an amendment to this Agreement; provided, however, that in the event no agreement is reached with respect to such adjustment, per meal prices shall be adjusted as further set forth below by the greater of the (a) yearly percentage change in the Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home Index ("CPI-FAFH"), published by the U.S. Department of Labor and (b) the yearly percentage change in the Market Basket of Products which approximate the products served at the facilities covered by this Agreement (the "Client Menu"). The period for determining CPI-FAFH and Market Basket of Products adjustments shall be _____ of the immediately preceding year to _____ of the then-current year (the "Base Period").

5. **EMPLOYMENT OPTION:** Aramark respectfully requests that any resulting employment option language is applicable only to Aramark employees who have maintained a minimum of one (1) year prior employment with Aramark, which is consistent with the language in the parties' Existing Agreement.
6. **INSURANCE:** Aramark respectfully requests that any result agreement limit the required insurance coverages to commercial general liability, automobile liability and a surety or fidelity bond, if required by statute or by the State, which is consistent with the requirements in the parties' Existing Agreement.