



Income Extension Plan

Summary Plan Description

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INCOME EXTENSION PLAN SPD

This booklet contains a summary of the Income Extension Plan (referred to as the Income Extension Plan or the plan) sponsored by Sodexo, Inc. (referred to as the Company). The Plan Administrator is the Corporate Benefits Department of Sodexo, Inc.

All previously issued plan booklets and announcements are obsolete.

FOR MORE INFORMATION

About this topic...	Contact...
<ul style="list-style-type: none">• General questions about the plan	The Benefits Answer Line – 866 372 3159
<ul style="list-style-type: none">• Questions about specific situations	Your Regional Human Resources Office

Are Your Records Up-To-Date?

Please contact your Human Resources representative or the person who handles your payroll whenever your personal information changes. This includes your name, marital status, dependents, or Social Security number.

To change your street address, contact ADP COS at 877 PAYS DXO (877 729 7396) or online at www.IamSodexo.com > Employee Self Service

ABOUT THE PLAN

The Income Extension Plan provides you with compensation to help ease the financial impact of specified separations (severance) from the Company. The plan is designed to pay you benefits when your employment with the Company ends because of job elimination, or a non-seasonal unit closing.

ELIGIBILITY

You do not need to enroll in the Income Extension Plan. Eligible employees are automatically covered by the plan.

ELIGIBLE EMPLOYEES

You are eligible to participate in the Income Extension Plan if you meet *all* of the following criteria:

- You are one of the following:
 - An in-unit salaried employee (or hourly employee eligible to receive salaried benefits), class 2 through 4 and grade 10 or lower, or
 - An out-of-unit salaried employee (or hourly employee eligible to receive salaried benefits), class 2 through 4, and grade 1 through 9 (excluding employees holding the Director, Senior Director, or District Manager, including but not limited to Resident District Manager, titles)
- You are not on a Leave of Absence. (Upon your return to work from a Leave of Absence, you will be eligible to participate in the Plan provided you meet all other eligibility requirements stated here.)
- You have at least 6 months of continuous service.
- Your separation from the Company is the result of one of the following:
 - Job elimination by reduction in force. (Elimination of a position or positions, except as excluded under the plan, and it is not anticipated that the position will be reinstated for at least 12 months.)
 - Non-seasonal unit closing. (A unit closing is a permanent cessation of operations by a client at a unit.)
 - The refusal of the Company to bid for a scheduled contract renewal at the unit where you are employed.
 - A unit is closed because Sodexo invokes a cancellation of contract clause.
 - The division's administrative guidelines for the employment of relatives.

INELIGIBLE EMPLOYEES

You are *not* eligible for the Income Extension Plan if you meet *any* of the following criteria:

- You are a temporary, class 4 employee.
- You are admin, on-call professional/technical class 7 employee.
- Your length of service is less than 6 months.
- You are a frontline (class 6, 8, or 9) employee.
- You are covered by a collective bargaining agreement that does not provide for these benefits.
- You are an employee of a business operation that is sold by Sodexo.
- You work at a location where the Company contract is lost or terminated by the client, for any reason, but operations are continued by the

client or a succeeding contractor.

- You meet both of the following criteria:
 - Your termination of employment is the result of a reorganization (for example, a merger, consolidation, reorganization, recapitalization, separation, split-up, or spin-off), and
 - You were offered substantially the same job by the successor at the same location as your previous job within the Company before the reorganization.
- You refuse an offer of comparable employment by the Company, or you refuse to post for a position of comparable employment.
- Your employment is terminated because of disciplinary action of the Company, or resulting from:
 - Any strike, slowdown, work stoppage, picketing, concerted action, or any dispute of any kind involving employees.
 - Any fault or misconduct of the participant.
 - Any acquisition by the Company of a business operation.
 - Sabotage or insurrection.
 - Any war or hostile act of a foreign power.
 - Any act of God.
 - Loss of the contract by the Company except as defined under “Eligible Employees.”
- You do not meet the eligibility criteria listed in the *Eligible Employees* section.

Collective Bargaining

Employees subject to collective bargaining agreements are not eligible to participate in this plan (unless provided for in the collective bargaining agreement) but may receive benefits in accordance with the applicable collective bargaining agreement.

ABOUT YOUR COVERAGE

WHEN YOUR COVERAGE IS EFFECTIVE

As a participant in the Income Extension Plan, your plan benefits begin on the first day of your separation from the Company. (Separation is defined as the day after you are no longer required to perform services for the Company.)

EMPLOYEES ON AN LOA

While you are on an authorized Leave of Absence, you will not be eligible to receive Income Extension benefits. If, however, when you return to work at the end of the Leave of Absence, the job you held before the leave has been eliminated due to one of the reasons noted under the *Eligible Employee* section of this booklet, you will be eligible for plan benefits.

WHEN BENEFITS BEGIN

When you separate from the Company and are eligible for benefits from this plan, you should automatically begin to receive benefits under the plan. If you think that you may be entitled to benefits and the benefits do not begin, contact your former manager or Human Resources representative. For more information, see the Appeals section.

OVERPAYMENT OF BENEFITS

If you receive any overpayment of benefits, you are responsible for returning it to the Company. The Company reserves the right to seek recovery of overpaid benefits by offsetting future payments to you or by any other legal means.

HOW THE PLAN WORKS

The Income Extension Plan consists of two compensation packages:

- Lump-Sum Payment Package
- Installment Payment Package

Depending on the reason for your separation, you will be offered one of these compensation packages at the time of your separation. In the case of job elimination or non-seasonal unit closing, the choice of Lump-Sum or Installment Payment is wholly at the discretion of the Company.

SUMMARY OF BENEFITS

The following chart summarizes each compensation package.

INCOME EXTENSION PLAN PACKAGES AT-A-GLANCE		
Income Extension Plan Benefit	Lump Sum Payment	Installment Payment
Greater of 1 week's pay* per year of service or minimum benefit of 2 weeks. <i>(No Income Extension Plan benefits payable to you can exceed an amount equal to 26 weeks times your weekly compensation at the time of your separation date.)</i>	Yes	Yes
Any vested vacation you are entitled to receive (subject to Sodexo Vacation Plan requirements)	Yes (no 30-day cap)	Yes (no 30-day cap)
Prorated bonus	Yes	Yes
Continued medical, dental, and/or vision plan participation with Company-subsidized rates	No	Yes
Continued Health Care Spending Account participation	No	Yes
Continued Family or Dependent Care Spending Account participation	No	Yes
* One week's pay is your weekly base rate of pay. If you are a hourly employee permitted to participate in the plan, a week's pay is your average weekly salary during the 10-week period with productive time before termination.		

RELEASE

An employee must sign a release in a form acceptable to the company in order to receive benefits under the plan.

LUMP-SUM PAYMENT PACKAGE

The Lump-Sum Payment Package is available, at the discretion of the Company, to employees who are eligible for plan benefits. It includes:

- The greater of either 1 week of pay for each year of continuous service with the Company or the minimum benefit of 2 weeks. (Service is rounded to the nearest whole year so that 6 months or more of service from your anniversary date rounds up to 1 full year.) You receive this pay in a lump sum.
- Payment in a lump sum for all of your vested vacation leave balance that you are entitled to receive (as of your separation date).
- Payment of a pro-rata cash bonus in a lump sum if you were bonus-eligible before your separation. Payment will be made after the Company's fiscal year ends and only if you would have received your bonus had you not left the Company.

Accrue and Take Vacation

Vacation accrued but not taken is not part of your IEP benefit and will be paid out after you separate from the Company.

Your participation in Company-sponsored benefit plans ends on your separation date. You should contact the Corporate Benefits Department or check your summary plan description booklets to determine what plans offer conversion to individual policies.

If you were eligible for LifeWorks or participating in the medical, dental, and/or vision plans, consult the Summary Plan Description for each applicable plan for information on COBRA/continuation coverage.

INSTALLMENT PAYMENT PACKAGE

The Installment Payment Package is available to employees who are eligible for plan benefits. It includes:

- The greater of either 1 week of pay for each year of continuous service with the Company or the minimum benefit of 2 weeks. (Service is rounded to the nearest whole year so that 6 months or more of service from your anniversary date rounds up to 1 full year.)

You receive this pay in installments in accordance with your normal pay schedule (weekly or bi-weekly) during your Income Extension period.

- Payment in a lump sum for any of your vested vacation leave balance that you are entitled to receive (as of your separation date).

Plan Payment Limit

No Income Extension Plan benefits payable to you can exceed an amount equal to 26 weeks times your weekly compensation at the time of your separation date.

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- Payment of a pro-rata cash bonus in a lump sum if you were bonus-eligible before your separation. Payment will be made after the Company's fiscal year ends and only if you would have received your bonus had you not left the Company.

If you were participating in a designated Company-sponsored medical, dental, and/or vision plan at the time of your separation, you may continue to receive medical, dental, and/or vision coverage while you are receiving the installment payments. Your contribution amount will be the same as active employees in your division and will be deducted from your installment checks.

At the conclusion of your Income Extension benefit period, you will receive a letter advising you of your right to continued medical, dental, and/or vision coverage under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA). Continuation of coverage will be available for 18 months (or longer in certain situations) from your separation date. You will have 60 days from the date of the letter to elect COBRA continuation coverage. Your Summary Plan Description booklet for each applicable plan provides more information on COBRA continuation coverage.

While you are receiving the installment payments, you also may continue participation in the Family Care Spending Account and Health Care Spending Account—if you were participating in the program at the time of your separation. Your contributions will be deducted from your installment payments.

WHEN YOU WILL RECEIVE PAYMENT

If you have been given the Installment Payment Package, benefits will be made on your usual pay day(s) during your severance period. However, the Company may choose to pay you in a lump sum. The choice of Lump-Sum or Installment Payment is wholly at the discretion of the Company.

EXCLUSIONS

- Sick leave — You will forfeit any accrued sick leave and will not accrue any further sick leave after your separation date.
- Vacation — You will not accrue or vest vacation leave after your separation date.
- Merit increases — If your separation date occurs before your next merit increase date, you will not be entitled to any further wage increase.
- Benefit plans — Participation in all benefit plans will end as of your separation date except as specifically provided under the Installment Payment Package. You should contact the Corporate Benefits Department or check your benefit plan booklets to determine what plans offer conversion to individual policies.
- Sodexo's 401(k) Retirement and Savings Program — The Company will not make contributions and you will no longer be eligible to participate or vest in the Sodexo 401(k) Retirement and Savings Program after your separation date.
- Deferred Compensation — Deferred Compensation accruals and further vesting end as of your separation date.
- Outplacement services — The plan does not provide outplacement services.
- Service credit — No further length of service credit will be recognized beyond your date of separation.
- Length of service awards — You will be ineligible for any length of service award while receiving Income Extension Plan benefits.

HOW OTHER COMPENSATION AFFECTS BENEFITS

Your Income Extension Plan benefits will be reduced if you choose to file for and receive state unemployment compensation. You will not be eligible for Income Extension Plan benefits if you are receiving or are eligible to receive benefits from any of the following:

- Any severance plan or agreement (other than this plan) of the Company or of another employer
- A Company-sponsored disability plan

In addition, you will not be eligible to receive Income Extension Plan benefits if you have received benefits under this plan during the 12-month period immediately preceding your separation date.

Stock Options

If you have been awarded stock options, please review your stock option agreement for the terms and conditions of those options.

TEMPORARY EMPLOYMENT

If you perform temporary project work with Sodexo (to be compensated at an agreed-upon salary) at any time while receiving Income Extension Plan benefits, the plan benefit payments will cease during the temporary project(s), and will resume as follows:

- If the temporary project(s) is for 12 weeks or less, the Income Extension Plan Benefits payments will resume following the end date of the temporary project(s) and continue until you have received the total number of weeks of Income Extension Plan benefits you are entitled to receive under the plan.
- If you continue in a temporary project(s) beyond 12 weeks, the Income Extension Plan Benefits payments will be reduced by one week for each week you continue working on the temporary project(s) beyond 12 weeks. If the number of weeks you continue working on the temporary project(s) exceeds the remaining weeks of Income Extension Plan benefits you are entitled to receive under the plan, you will receive one week of Income Extension Plan benefits payments following the end date of the temporary project(s).

WHEN PARTICIPATION ENDS

Your participation in the plan and your receipt of benefits under the plan stop on the earliest of the following:

- On the day that your Income Extension Plan benefits are scheduled to end.
- On the day before you begin comparable employment with the Company.
- On the day before you start working in a position that is deemed to be in competition with the Company.
- On the day you refuse an offer of comparable employment with the Company. (The determination of comparable employment will be made by the Company.)
- On the day you refuse an interview for comparable employment with the Company. (The determination of comparable employment will be made by the Company.)
- On the day before you become ineligible to participate in the plan.
 - On the day of your death.
 - On the day that either of the following is true:

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- You divulge any trade secrets, confidential business lists, records, or information of the Company or any affiliate.
 - You otherwise act in a manner against the best interest of the Company or any affiliate.
 - On the day the plan is terminated.

APPEALS

If you believe that your Income Extension benefits have been improperly calculated or you have been improperly denied Income Extension benefits, you or your authorized representative may request a review of the situation by filing a written appeal. You must file your appeal within 60 days after receipt of a written notice of denial with the Senior Human Resources executive for the division of the Company for which you were employed immediately before you believe you became eligible for IEP benefits.

The division's Senior Human Resources executive will review your appeal and make a decision within 60 days of receipt of your appeal. If special circumstances require more time, you will be notified. The maximum delay should not exceed 120 days from the date your appeal was first received. If you do not receive notification of a decision within 60 or 120 days, your appeal has been denied.

If you feel the need for further review, you are entitled to receive a final review by filing a written appeal with the Vice President, Benefits and Compensation. The appeal must be made within 60 days of the date you receive the letter of denial from your division's Senior Human Resources executive. Send your appeal to:

Sodexo, Inc.
Vice President, Benefits and Compensation
11th Floor
9801 Washingtonian Blvd.
Gaithersburg, MD 20878

Your request should detail your reasons for appealing the denial. Documents or records supporting your appeal also should be submitted.

The Vice President, Benefits and Compensation, will review your appeal and make a final decision. Usually, you will receive written notification of this decision within 60 days of the date your appeal is received. If special circumstances require more time, you will be notified. The maximum delay should not exceed 120 days from the date that your appeal was first received. If you hear nothing within 60 days from the date you requested a review, you should contact the Vice President of Benefits to be sure your appeal was received.

OTHER IMPORTANT PLAN INFORMATION

YOUR ERISA RIGHTS

As a participant in the plan, you are entitled to rights and protection provided by the Employee Retirement Income Security Act of 1974 (ERISA). Under ERISA, all plan participants are entitled to:

- Examine, without charge, at the Plan Administrator's office and other specified locations, all plan documents, including insurance contracts, and copies of all documents filed by the plan with the U.S. Department of Labor, if any, such as detailed annual reports and plan descriptions.
- Obtain copies of all plan documents and other plan information upon written request to the Plan Administrator, who can require a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of the summary annual report.

In addition to creating rights for the plan participants, ERISA imposes duties upon the people responsible for the operation of the plan. The people who operate the plan, called fiduciaries, have a duty to do so prudently and in the interest of you and other plan participants. Fiduciaries who violate ERISA may be removed and required to make good any losses they have caused the plan.

No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining welfare benefits or exercising your rights under ERISA. If your claim for a welfare benefit is denied, in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan Administrator review and reconsider your claim.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan Administrator and do not receive them within 30 days, you may file a suit in a federal court. In such cases, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive them, unless they were not sent for reasons beyond the Plan Administrator's control.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court.

If the plan's named fiduciaries misuse the plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay costs and legal fees, for example, if it finds your claim is frivolous.

Upon written request, the Plan Administrator will furnish any plan participant with information as to whether a particular subsidiary is included in the plan, and, if so, the subsidiary's address. If you have any questions about the plan, you should contact the

Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact:

- The nearest Office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory
- The Division of Technical Assistance and Inquiries, Employee Benefits Security

PLAN ADMINISTRATION INFORMATION	
Type of Plan	Welfare Benefit Plan
Plan Identification Number	537
Plan Administrator	Corporate Benefits Department Sodexo, Inc. 9801 Washingtonian Blvd. Gaithersburg, MD 20878
Employer Number	52-0936594
Fiduciary	Sodexo, Inc. 9801 Washingtonian Blvd., 11 th Floor Gaithersburg, MD 20878
Agent for Service of Legal Process	Senior Vice President & General Counsel Sodexo, Inc. 9801 Washingtonian Blvd., 11 th Floor Gaithersburg, MD 20878
Plan Year	January 1 – December 31
Plan Funding	The plan is unfunded and is financed from the general assets of Sodexo, Inc.

Administration, U.S. Department of Labor, 200 Constitution Avenue, NW,
Washington, DC 20210

FUTURE OF THE PLAN

Employees who participate in the plan agree to accept the provisions of the plan as they are today, or as they may be amended in the future. Participants will be informed in a timely manner of any major plan changes.

The Company intends to continue the plan indefinitely. However, because unforeseen circumstances may arise, the Company reserves the right to terminate the plan and to amend or modify the provisions of the plan at any time. The plan may be amended from time to time as authorized by the Senior Vice President and Chief Human Resources Officer. The plan gives the Plan Administrator sole, absolute, and final discretion to determine eligibility for plan benefits, to construe the terms of the plan, and to resolve any factual issues relevant to eligibility.

NO CONTRACT OF EMPLOYMENT

The plan is not intended to be, and may not be construed as constituting, a contract or other arrangement between you and the Company to the effect that you will be employed for any specific period of time. Either you or the Company may terminate the employment relationship at any time for any reason.

GOVERNING DOCUMENTS

The Plan Document will govern in the event there is any conflict between the provisions of the Plan and this Summary Plan Description.

GLOSSARY OF TERMS

Company

Sodexo, Inc. and any subsidiaries authorized to participate in the Income Extension Plan.

Comparable Employment

Employment with the Company in a job with similar pay and benefits, a similar level of responsibility, and (unless otherwise previously specified as a condition of employment) in a location that involves no undue additional inconvenience and expense to you in commuting between work and residence, compared to your employment being terminated. The determination of comparable employment will be made by the Company.

Income Extension Plan

A welfare benefit plan established by Sodexo, Inc. to help ease the financial impact of specified separations from the Company on employees. The plan is designed to pay benefits to eligible employees whose employment with the Company ends due to one of the reasons specified under the *Eligible Employee* section of this booklet.

Loss of Contract

When a unit in which you are employed fails to renew the contract with the Company to continue its operations at that unit, or when the contract is terminated for any reason other than a unit closing, regardless of whether you continue to be employed at that location by an employer unrelated to the Company.

Participant

An employee eligible to participate in the plan. Separation of employment with the Company by reason of voluntary or involuntary termination, discharge, retirement, or death.

Separation Date

Any date on which your employment with the Company terminates by reason of involuntary termination, discharge, retirement, or death. For purposes of this plan, separation date means the last day of active employment and not the date upon which severance payments cease.

Service

The period of continuous employment with the Company beginning with your most recent hire date and ending with your separation date. Service is rounded to the nearest whole year so that 6 months or more of service from your anniversary date rounds up to 1 full year.

Severance Period

The number of weeks following your separation date when benefits are payable under the plan as the result of severance.

Unit Closing (Non-Seasonal)

When unit operations are discontinued by a client. This does not include cases where unit operations are assumed by the client or a successor contractor.

Vested Leave

Any vacation leave you may have accrued under the Vested Vacation Plan. Under the Income Extension Plan, you may be eligible for payment of your Vested Vacation leave balance. This does not apply to vacation under the Accrue and Take Vacation Plan.

Week's Pay

One week's pay is your weekly base rate of pay. If you are a hourly employee permitted to participate in the plan, a week's pay is your average weekly salary during the 10-week period with productive time before termination.



December 2012
H000105391

