

ATHLETIC FOOD CONCESSIONS AND CATERING SERVICES CONTRACT

CONTRACT NUMBER _____

ARTICLE 1 INTRODUCTION

THIS AGREEMENT (hereinafter "contract"), is effective as of the date of the last signatory hereto (hereinafter "Effective Date"), by and between:

Compass Group USA, Inc. by and through its Levy Premium Foodservice Limited Partnership

Federal Identification #: 36-4193277

hereinafter called "Contractor," and the Regents of the University of New Mexico for and on behalf of University of New Mexico, hereinafter called "University" or "UNM".

WITNESSETH, that the Contractor and University, for the consideration here mentioned, agree as follows:

1. SCOPE OF THE CONTRACT

The scope of the contract to be performed by the Contractor entails certain services related to the provision of Athletic Concessions and Catering Services ("Concession Services Program") at the University, to include:

1.1 Athletic Events

1.1.1 Exclusive rights to provide Concession Services Program at the following locations:

University Stadium
University Arena "The Pit"
Soccer/Track & Field Stadium
Lobo Baseball Field
Softball Facility
UNM Athletic Complex
Other venues as requested by UNM Athletics

1.1.2 Subcontracting and management of the following subcontracted Concession Services Program locations:

University Stadium
University Arena "The Pit"
Soccer/Track & Field Stadium
Lobo Baseball Field
Softball Facility
UNM Athletic Complex
Other venues as requested by UNM Athletics

1.1.3 Exclusive provision of catering services at Athletic events. Contractor understands and acknowledges that University policy allows any catering

planner the right to select a caterer at their discretion in all campus locations with the exception of those areas noted herein.

University Stadium Suites
University Arena "The Pit"
Soccer/Track & Field Stadium
Lobo Baseball Field
Softball Facility
UNM Athletic Complex
Other venues as requested by UNM Athletics

1.1.4 Exclusive rights to provide summer conference/camp Concession services.

1.1.5 Provision of Concessions Services Program at future locations and the replacement, addition, or enhancement of any of the above locations, as agreed to by the University.

The above referenced services will hereinafter be collectively referred to as the "Concession Services Program".

The Contractor shall operate a Concession Services Program in accordance with this contract. Contractor was awarded this contract pursuant to University of New Mexico RFP-1707-15 issued by the Purchasing Department of the University of New Mexico and subsequent price agreement between Compass Group USA, Inc., and through its Chartwells Division and the Regents of the University of New Mexico. The Contractor shall provide, in accordance with the terms and conditions of this contract, all the management, personnel, food products, supplies, materials, technical support, training, systems and effort necessary for the management of Concession Services Program functions, at a level of quality reasonably acceptable to the University. The Contractor shall be responsible for food purchase and production, quality control, human resources management (hiring, training, development, dismissal, etc., of its own employees), financial and technical management of the Concession Services Program. The University shall have the right to designate its own appropriate staff to work proactively and in liaison with the Contractor to insure full compliance with all terms and provisions of the contract.

2. TERM OF CONTRACT

The term of this contract shall be for a total of eight (8) years commencing on July 1, 2016 and expiring on June 30, 2024 (the "term" or "Term"), unless terminated, canceled, or extended. Commencement of operation of the Concession Services Program as described in Article 1, paragraph 1, shall be on July 1, 2016. Extensions to this contract shall be mutually agreed upon in writing by the parties.

3. CONTRACT EXTENSION

Contract extensions shall be in accordance with Section 13-1-150 NMSA, and as mutually agreed upon in writing by the parties. In the event the University plays less than five (5) home football games in any given year, including for reasons caused by a force majeure event or events as described in Article 6, Paragraph 15, the parties agree to

discuss in good faith economic reparations, taking into account the economic loss to Contractor, which contract shall at all times be in accordance with NMSA.

4. MODIFICATIONS

The terms of this contract may be modified only in writing signed by duly authorized representatives of both the University and the Contractor.

ARTICLE 2 RESPONSIBILITIES OF THE CONTRACTOR

1. STANDARDS OF OPERATION

The Contractor shall operate the Concession Services Program in a manner which meets or exceeds the following requirements:

1.1 The Contractor shall be alert to changing food service trends, new market forms of food, and changing dietary patterns evolving throughout the food service industry. As a result, and with input from the University, the Contractor shall continually initiate ideas for varied and dynamic methods of food service merchandising, public relations, marketing promotion, and menu presentations in all operations to increase service, customer satisfaction and maximize potential revenues.

1.2 The Contractor shall provide high satisfaction to University students, employees and guests through quality performance, efficient and effective operations, and wholesome and appetizing food and beverages consistent with standards at similar venues. The Contractor shall provide the University with standards of operation, management, quality, and support services that are best practice in the food service industry, and that address the following University expectations:

1.2.1 Programmatic Expectations

1.2.1.1 Excellent quality food with ingredients, recipes and fresh preparation methods that support an innovative portfolio of service concepts that:

- includes a mix of national, regional, and locally owned brands that are popular with the athletic concessions and catering events;
- provides a thoughtful mix of service formats designed to satisfy a variety of consumer needs, such as, fast casual, quick service ("fast food") and catered food concepts;

1.2.1.2 A diversity of menu choices within operations and across the system that:

- address the broad range of consumer preferences;

1.2.1.3 Pricing to the customer that is competitive with "Sports Market". Catering pricing that offers tiers of pricing and service for different event types (high-end to budget), including a service/price tier that is designed to offer affordable options.

1.2.1.4 An intentional and committed approach to staffing that results in:

- staffing levels that are matched to customer reasonable demand so that service is fast and efficient;
- friendly, courteous, knowledgeable and professional employees that receive regular and comprehensive training in both technical and customer service skills;
- staff that are proficient in the English language when in positions of regular interaction with customers.

1.2.2 Management Expectations

- 1.2.2.1 A professional food service management company that is a leader in the field, offers a best practice approach to Concession and Catering Services Program, and that views the University as a flagship account and an incubator for new programs, services, technology and management strategies;
- 1.2.2.2 District and regional management support that is present, involved, responsive, and that enables on site management to be nimble decision makers;
- 1.2.2.3 An on-site management structure that provides dedicated managerial resources for each business channel in the program, as well as appropriate administrative and technology support;
- 1.2.2.4 A high quality and experienced on-site management team, and one that is exceptionally knowledgeable, experienced, competent and professional in managing all aspects of a large and diverse university Concession program. The management team should be collaborative and collegial with the University, its key stakeholders, student leaders and advocacy groups, with a communication strategy that is proactive and accessible;
- 1.2.2.5 District and regional management that is experienced and adept at partnering with a growing university in meeting evolving campus needs;
- 1.2.2.6 Production, service and management information systems technology, in keeping with the University's position as a national technology leader;
- 1.2.2.7 An ongoing commitment to proactive marketing and business development in the areas of concessions sales, Sport Camp sales and catering sales that is collaborative with the University in articulating a seamless message, and includes quantitative success measurement;
- 1.2.2.8 Programs and standards that enforce safe food handling, proper sanitation, HACCP or similar standards and health department requirements;
- 1.2.2.9 Facility and equipment preventive and ongoing maintenance programs that result in good stewardship of University owned resources;
- 1.2.2.10 Development and adherence to a risk minimization and quality control program that requires strict performance measures, incorporates financial reporting disclosure to the

University (including monthly and annual Sales & Revenue statements), and tracks key performance indicators.

1.2.3 Human Resources Expectations

- 1.2.3.1 Human resource practices that are industry leading, and that support workplace diversity, employee retention and generally reflect the human resource practices of the University;
- 1.2.3.2 Fair and competitive wages that are attractive in comparison to the local food service industry, with benefits that include affordable health and life insurance for eligible employees;
- 1.2.3.3 A significant and ongoing focus on technical and service training for all employees and designed to maintain high standards across the program;
- 1.2.3.4 Intentionally omitted.
- 1.2.3.5 Preferential hiring of qualified, existing Concession staff;
- 1.2.3.6 A strong focus on the hiring, retention and advancement of student employees at wages that are competitive with other student employment options on campus.

1.2.4 Wellness Expectations

- 1.2.4.1 Provision of comprehensive information that is easily accessed by the customer on the content of foods served in all Contractor's operations, including ingredients statements for food allergies and sensitivities, and nutritional information;
- 1.2.4.2 During the term of this Agreement and at a time mutually agreed upon by University and Contractor, provision of a food service program geared specifically for the University's student-athletes for their health, wellness, and training needs

1.2.5 Marketing and Business Development Expectations

- 1.2.5.1 An ongoing commitment to proactive marketing/communications and business development in the areas of concessions sales and catering sales that is collaborative with UNM in articulating a seamless message, and includes quantitative success measurement;
- 1.2.5.2 Provision of, professional Marketing/Communications Support in the marketing of the UNM Athletic Concession Services Program;
- 1.2.5.3 Proactive analysis of new business opportunities, in coordination with the University, including the potential for service expansions and additions;

1.2.6 Sustainability Expectations

1.2.6.1 A commitment to recycling that, at a minimum, matches and evolves with the University's commercially reasonable recycling and sustainability programs.

1.2.6.2 A sustainability program that:

- Seeks out suppliers that minimize their environmental impacts through the effective use of ecologically sustainable growing techniques;
- Incorporates available local product options into the menu, supporting the local agricultural community and minimizing ecological transportation impacts;
- Utilizes resource-saving practices and technology;
- Minimizes use of packaging and disposable ware;
- Employs ecologically friendly disposal approaches such as recycling and composting;
- Provides effective education to its staff and customers about sustainable Concession practices and innovation;
- Incorporates sustainable design principles and materials in construction projects undertaken on behalf of the University.

1.2.7 Information Technology (IT) Expectations

1.2.7.1 Provision of a qualified, professional regional IT support person appropriately trained in the software used by the University in supporting the Concession Services Program, and responsible for ongoing training of food service staff as well as troubleshooting and provision of a variety of management reports.

1.2.7.2 A comprehensive policy on Payment Card Industry (PCI) compliance standards, including protocols in case of a breach and annual review guidelines.

2. **QUALITY CONTROL PLAN**

The Contractor shall be responsible for the development and implementation of a Quality Control Plan for the life of the contract, to include the following:

- 2.1 Risk identification and minimization strategies for all risks identified, including client generated risks, concerns, and issues. Contractor will be expected to itemize what risks it controls and does not control. For all risks identified, the Contractor must propose a plan on how those risks will be minimized;
- 2.2 List of University action items and requirements. The list must include item/task/ expectation, date required, and the actual person in the University's organization that is responsible for fulfilling the need;
- 2.3 A detailed list of performance metrics and benchmarks that will be measured on an ongoing basis, that to the reasonable satisfaction of the University considers financial performance, quality, customer satisfaction performance, and other necessary benchmarks of the contracted services;

- 2.4 Contractor shall be expected to report quarterly (or at a more convenient period as determined by the Contract Administrator) on the performance and risk level of the service.

For the initial year of the contract term, the risk assessment plan shall be developed as part of Contractor's final contract negotiations with the University, with implementation to begin immediately upon execution of the contract. For subsequent contract years, the Risk Minimization and Performance Measurement plan shall be updated on an annual basis and become part of the Annual Plan outlined in Article 2, paragraph 4.

3. SUSTAINABILITY PLAN

The Contractor will be required to develop and implement a comprehensive sustainability plan for the Concession Services Program, including, but not limited to the following:

For the initial year of the contract term, the Sustainability Plan shall be developed as part of Contractor's final contract negotiations with the University, with implementation to begin immediately upon execution of the contract. For subsequent contract years, the Sustainability Plan shall be updated on an annual basis and become part of the Annual Plan outlined in Article 2, paragraph 4.

4. ANNUAL PLAN

- 4.1 The Contractor shall be responsible for development and implementation of an Annual Plan for the successful continuation of the Concession Services Program for each year of the contract term. For the first year of the contract term, Contractor's Annual Plan shall be developed as part of Contractor's final contract negotiations with the University, with implementation to begin immediately upon execution of the contract. For subsequent contract years, on or before January 1st, the Contractor shall provide the University with a Concession Services Program Assessment that, at a minimum, incorporates the following:

- 4.1.1 SWOT Analysis (Strengths, Weaknesses, Opportunities and Threats) of current Concession Services Program;
- 4.1.2 Evaluation of University of New Mexico's Concession Services Program versus Best Practices in University Concession;
- 4.1.3 Market Basket Survey of the Athletic Concessions and Catering Services program pricing in comparison to off-campus Sports & Entertainment competitors;
- 4.1.4 Peer campus survey of Concessions and Catering configuration and rates in comparison to University of New Mexico;
- 4.1.5 Based on all of the above, recommendations for service, program and/or policy modifications for the next fiscal year, as well as recommended equipment additions or replacement.

- 4.2 The University shall provide feedback on Contractor's initial recommendations on or before February 1st. Based on this, Contractor shall prepare an Annual Plan for the management of the Concession Services Program for the following contract year, July 1st through June 30th, with the plan to be completed by March 1st. The Annual Plan shall be based on identified goals and objectives as

established and determined by the University's Contract Administrator, and at a minimum, shall address the following:

- 4.2.1 Planning and/or implementation of new Concession locations and/or modifications to existing Concession operations;
 - 4.2.2 Menus, concepts, pricing and days of service/hours of operation for all service locations;
 - 4.2.3 Catering menus, pricing and policies;
 - 4.2.4 Detailed Marketing Plan, with specific revenue enhancement strategies and objectives for retail and catering sales;
 - 4.2.5 Student employee hiring and retention program as per Article 1, paragraph 7.11;
 - 4.2.6 Employee training plan and budget;
 - 4.2.7 Preventive equipment maintenance and unforeseen equipment maintenance plan and budget;
 - 4.2.8 Capital expenditure plan and budget for both Contractor and University provided capital expenditures;
 - 4.2.9 Smallwares expenditure plan and budget for Contractor and University provided smallwares;
 - 4.2.10 Pro forma financial projections of revenue for the Athletic Concession and Catering Services Program, by month and year for each Concession operation and in total;
 - 4.2.11 Updated Sustainability Plan as per Article 1, paragraph 3;
 - 4.2.12 Updated Quality Control Plan, as per Article 1, paragraph 2.
- 4.3 Once the Annual Plan is approved by the University, the Annual Plan shall be incorporated into the contract and the Contractor will be responsible to comply with the Annual Plan, and shall not substantially deviate from it without the express written consent of the Contract Administrator. At the close of each contract year, or more frequently if deemed necessary by the Contract Administrator, the Contractor and the Contract Administrator shall meet to review operating results for the fiscal year to date, as well as operating plans for the balance of the fiscal year.

5. TRANSITION PLAN

As part of final contract negotiations with the University, the Contractor shall develop a detailed, proactive Transition Plan for assuming management of the Concession Services Program and for the successful transition/opening of the University's Athletic event food service Concessions operations on July 1, 2016. The Transition Plan shall be subject to review and reasonable approval of the University Contract Administrator who shall retain the authority to make reasonable alterations to the plan as deemed necessary to insure a smooth transition to the start of operations. The Transition Plan shall be implemented immediately upon execution of the contract. The Contractor will provide all necessary professional coordination services for implementation of the Transition Plan at its own cost and expense. The Contractor shall attend meetings as required by University to insure a smooth transition.

6. MINIMUM CONCESSION SERVICES PROGRAM REQUIREMENTS

- 6.1 The Contractor will be responsible for providing the Concession and Catering Services Program identified in Article 1, paragraph 1.
- 6.2 The Contractor may subcontract Concession locations to local Concession services providers offering national, regional or local brands popular with the campus community. Subcontractors shall contract directly with Contractor and Contractor shall be responsible for managing these contracts.
- 6.3 The Contractor agrees to provide a mutually determined number of popular national, regional or local branded Concession concepts as part of its outlet portfolio, through direct license/franchise and/or subcontracting with local service providers.

7. PERSONNEL

- 7.1 The Contractor shall employ one full-time, on-site General Manager or Director of Operations (hereinafter "GM") responsible for the Concession Services Program and Marketing programs as specified in this contract. The GM must be appropriately experienced in similar food service operations (high volume and multi-unit) with comparable management and financial responsibilities. The GM's sole responsibility will be the University's Concession Services Program and he/she will have no other management or supervisory responsibility for other operations or businesses of the Contractor. Any exception to this, which requires the GM to be off site and not on location, is at the sole discretion of the University, and must be reasonably approved in writing by the University, such approval not to be unreasonably withheld, conditioned, or delayed.
- 7.2 The Contractor shall employ one full-time, on-site Executive Chef having appropriate experience in similar food service operations (high volume and multi-unit operations) with comparable management and food preparation responsibilities. The Executive Chef will have extensive, formal culinary training, including culinary certifications from an accredited culinary arts program or through the American Culinary Foundation, with particular emphasis on recipe development, menu development, food cost control and inventory management. The Executive Chef's sole responsibility will be the University's Concession Services Program and he/she will have no other management or supervisory responsibility for other accounts or businesses of the Contractor. Any exception to this, which requires the Executive Chef to be off-site and not on location, is at the sole discretion of the University, and must be reasonably approved in writing by the University, such approval not to be unreasonably withheld, conditioned, or delayed.
- 7.3 The Contractor shall employ one full-time, on-site Concession or Operations Manager experienced in management of retail Concession operations of a size and complexity comparable to the University's program, with comparable management and financial responsibilities. He/she shall have no other management or supervisory responsibility for other accounts or businesses of the Contractor. Any exception to this is at the sole discretion of the University, and must be reasonably approved in writing by the University, such approval not to be unreasonably withheld, conditioned, or delayed.

- 7.4 The Contractor shall employ one full-time, on-site Catering Manager having experience in similar food service operations with comparable management and catering responsibilities. The Catering Manager will have extensive, formal training in Catering Services, with particular emphasis on customer service, event planning and presentation, and event management. The Catering Manager's sole responsibility will be the University's Concession Services Program and he/she will have no other management or supervisory responsibility for other operations or businesses of the Contractor. Any exception to this is at the sole discretion of the University, and must be reasonably approved in writing by the University, such approval not to be unreasonably withheld, conditioned, or delayed.
- 7.5 Intentionally Omitted.
- 7.6 The GM, Executive Chef, Concessions or Operations Manager, and Catering Manager assigned to the University's Concession Services Program shall be selected by the Contractor, and reasonably approved by the University. The University reserves the right to reasonably review the qualifications of all individual(s) that the Contractor proposes to have work in the Concession Services Program. The University may withhold approval of one or more of the individuals proposed, in which case the Contractor is required to submit other candidates (such approval shall not be unreasonably withheld, conditioned, or delayed by University). The GM assigned to the University shall be changed no more than once every three (3) years (with the exception of a change made due to family reasons) unless mutually agreed, and not without ninety (90) days advance notice and replacement selection made which is acceptable to and mutually agreed to by the University. University understands that Contractor cannot prevent its management employees from posting for positions that would take them from the services of the University. In such an event, Contractor shall not be deemed in breach of this provision. The position shall not remain unfilled.
- 7.7 The Contractor shall provide a qualified, professional regional information technology support administrator appropriately trained in the softwares used by the University in operating the Concession Services Program as needed, or designate a member of its management team to perform this function.
- 7.8 The Contractor will recruit, hire, employ, train, supervise, direct, discipline, and, if necessary, discharge any and all personnel working in the Concession Services Program. The Contractor shall have adequately trained personnel to maintain the high quality of food service required by the University. Contractor shall ensure that critical positions (those that are necessary to open and operate Concession operations) will have adequate back-up employees to call in to cover for absenteeism.
- 7.9 The Contractor shall maintain an adequate staff of executive managers, assistant/operational managers and employees on duty to provide an excellent level of service with regard to the University's Concession Services Program, and shall provide such expertise (administrative, dietetic, purchasing, human resources and so forth) as needed. The University shall have the right to reasonably review staffing patterns and job schedules, and to require Contractor to reasonably alter same to insure adequate staffing.

- 7.10 The University requires that all non-management employees who are not on probation with the previous contractor be given consideration for a similar position at a pay schedule to be determined by Contractor. Employees of the outgoing contractor who are hired by Contractor may be placed on probation of no less than sixty (60) days to allow Contractor to evaluate work performance.
- 7.11 The Contractor shall be required to develop and implement a high quality, proactive student employee hiring and retention program designed to maintain student employment.
- 7.12 The Contractor shall use commercially reasonable efforts to develop and implement a high quality, proactive student employee hiring and retention program designed to maintain a volume of student employment.
- 7.13 The Contractor shall ensure that each Contractor full time employee and each supervisory level Contractor employee assigned to the Concession Services Program has a clear criminal history record with the Federal Bureau of Investigation, Identification Division (for employees who have resided outside of New Mexico) or the New Mexico Department of Public Safety (for employees who have resided only in New Mexico) based on thorough background checks and fingerprint submissions, the cost of which shall be borne by the Contractor. The Contractor shall ensure that each of its subcontractor perform and abide by the same requirements.
- 7.14 All Contractor employed personnel shall be subject to University policies, rules, codes of conduct and regulations in effect for all University employees while working on campus, as outlined in the University's official Policies and Procedures, including personal behavior and the use of University property. In the event of University disapproval of the conduct or behavior of any employees, the University shall inform the Contractor. An offending employee of the Contractor shall be removed from employment in the University's Concession Services Program immediately upon the receipt of a good faith written request from University, provided that such removal does not violate any applicable federal, state, or local laws. The University shall initiate such written requests after reviewing all the relevant information with the Contractor. Among specific causes, but not limited to these causes, would be the following; inflicting or threatening physical abuse or verbal abuse on any person, sexual harassment, damaging University grounds or property, disrupting patrons' enjoyment, or any other conduct or action considered inimical or offensive to University. Any such removal shall be made in the name of the Contractor. Nothing in this paragraph shall be interpreted to preclude University Police Services or other law enforcement officials from taking such emergency action relative to conduct by an employee or agent of Contractor who poses an immediate threat to safety or welfare of members of the University community or its property.
- 7.15 The Contractor will comply with all federal regulations related to employment and compensation of personnel including those pertaining to federal and state employment taxes (including any and all social security, unemployment taxes, and workers' compensation payments).

- 7.16 The Contractor shall require all employees to meet the appropriate health standards prescribed by applicable municipal, state, and federal laws and regulations. The Contractor represents that all services provided hereunder shall be performed to comply with the Occupational Safety and Health Act, as may be amended and including all regulations adopted pursuant thereto and in effect at the University Concession facility of performance of service.
- 7.17 The Contractor shall insure that any employee that reports to work ill shall be sent home and not allowed to resume work until fully recovered.
- 7.18 Contractor agrees that all employees will be dressed in neat-appearing uniforms with name tags. Contractor will ensure that its employees wear proper, safe and neat-appearing footwear while working on campus. Employees of the Contractor shall be appropriately uniformed when performing their work assignments. The term appropriate uniform is interpreted to include all apparel, name tags, hats, hair nets, etc. The Contractor must submit samples of uniforms and other apparel of all service personnel for approval by the University, such approval not to be unreasonably withheld, conditioned, or delayed. Cost of Contractor's employee uniforms will be borne by the Contractor, as long as University does not require a switch of uniforms more than once every three years. Contractor's company name must appear on any uniforms or name tags.
- 7.19 Photo identification badges will be issued to Contractor's full time employees, at the Contractor's expense, by the University's Lobo Card Office after a list of employees is submitted by Contractor. Contractor must have all new employees report to the designated location at the University to have photographs taken. Contractor must turn in badges immediately to the University of those employees who leave the employment of the Contractor.
- 7.20 The Contractor shall require all employees to utilize authorized and designated entrances and exits during working hours.
- 7.21 The Contractor will restrict employees to assigned spaces during working hours and require them, when not working, to vacate premises associated with the Concession Services Program.
- 7.22 The Contractor shall assure that the GM, Manager or an immediate assistant will be on site at each location during all hours the Concession Services Program is in operation, including catering services.
- 7.23 The Contractor shall bear complete financial responsibility for any vandalism or loss due to negligence or willful misconduct on the part of its employees acting within the scope of its duties.
- 7.24 The Contractor shall immediately notify the University in writing of impending labor, employee, and vendor problems or any other circumstances that could adversely affect the operation of the Concession Services Program.
- 7.25 The Contractor shall continue to provide services under the contract in the event of strikes and other labor disturbances.

- 7.26 Contractor is an equal opportunity employer and is legally responsible for all of its employment decisions affecting its own employees, which include thousands of extremely talented and diverse managers. As such, Contractor will not comply with any type of unlawfully discriminatory request or preference by anyone that restricts the opportunities of its workforce. The staffing, promotion, placement or assignment of managers who work on this account must be done without any preference or limitation based on race, color or any other basis prohibited by law, including, but not limited to religion, sex, age, national origin, disability or Vietnam Veteran status. This obligation applies to the recruitment, selection, training, utilization, promotion, termination or other employment-related activities concerning Contractor's employees. Under no circumstances will Contractor permit a request or suggestion by a University to place a particular manager in an account to override its non-discrimination policy.

In addition, Contractor affirms that it is an equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, Executive Order 11246, as amended by 11375 and 12086; 12138, as amended by 12608; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1974; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans With Disabilities Act; and any additions or amendments thereto.

- 7.27 Notwithstanding anything in this Agreement to the contrary, Contractor shall have the sole and exclusive right and authority to implement all matters relating to labor relations in the foodservice facilities and with respect to the operations, including, but not limited to, the determination of (i) the degree and methods of opposition (if any) to any union organizing efforts, (ii) all terms and provisions of any collective bargaining agreement(s), and (iii) counsel and consultants to be utilized in such efforts.

8. TRAINING

- 8.1 Contractor is responsible for, and shall provide, at its sole cost and expense, all necessary and required food concessions and catering training to all employees and individuals under the management oversight of Contractor. For all employees and individuals assigned to the University's Concession Services Program, Contractor shall provide immediate training as necessary, covering types of tasks performed in the assignment covered by the new worker. All Contractor employees shall be instructed and trained (as appropriate) by the Contractor in proper:

- 8.1.1 Food preparation methods;
- 8.1.2 Safe food handling and HACCP or similar requirements;
- 8.1.3 Customer service standards of excellence;
- 8.1.4 Cleaning and sanitation standards and procedures;
- 8.1.5 Dress (uniform) and identification, as well as personal habits and hygiene;
- 8.1.6 Cleaning and sanitation procedures;
- 8.1.7 Life safety;

- 8.1.8 Safe and proper equipment operation;
- 8.1.9 Diversity awareness and appreciation;
- 8.1.10 Conduct when working with minors.

8.2 For events or Concession operations where alcoholic beverages are served by Contractor employees, such Contractor employees will be trained in the service of alcohol and certified according to New Mexico state requirements. Upon University request, the Contractor shall provide University with proof of relevant employees' certification. The Contractor and its employees serving alcoholic beverages shall comply with the following:

- 8.2.1 Alcoholic beverages shall be stored only in University approved securable storage;
- 8.2.2 Any selected Contractor employee serving alcoholic beverages at licensed premises shall be 19 years of age or older, never convicted of a felony, and not a full-time law enforcement officer;
- 8.2.3 Contractor employees serving alcoholic beverages shall record sales of alcoholic beverages separately from food and non-alcoholic beverage items;
- 8.2.4 Any serving of alcoholic beverages shall be done in accordance with University policies and all applicable New Mexico state and municipal law, including restricting access to alcoholic beverages by persons under the age to consume and by those who are actually or apparently intoxicated.

9. HOURS OF OPERATION

Contractor shall provide service hours to meet the intent of the program expectations outlined in Article 2, paragraph 1.2.1.4. Minimum hours of operation, on a per location and service basis, including for food stations/vendors, shall be established and agreed to annually as part of the Annual Plan, and reviewed from time to time to address changes in business.

10. PRICING

Contractor shall provide menu and meal plan pricing to meet the intent of the program expectations outlined in Article 2, paragraphs 1.2. Pricing shall be established and agreed to annually as part of the Annual Plan. Contractor requests for pricing increases must be predicated on increases to the cost of doing business, and shall require reasonable substantiation in the form of labor projections, wage levels, food costs, related operating costs and changing program needs. Price changes will be negotiated in good faith between the Contractor and the Contract Administrator. Acceptance of price increases shall be at the sole option of the University and its Contract Administrator; approval of price increases shall not be unduly withheld, conditioned, or delayed. The Contractor will not alter prices once approved by the Contract Administrator without obtaining further approval, and must be able to justify that proposed price increases are the result of legitimately escalating costs of doing business. Notwithstanding the above, the parties agree that Contractor may increase

the price of food and beverage items annually based on the greater of the increase in the Consumer Price Index or the Employment Cost Index (as those terms are hereafter defined). For purposes hereof, "Consumer Price Index" shall mean the Consumer Price Index for Albuquerque, New Mexico – Urban Wage Earners and Clerical Workers (all items) (1982-84=100) (Revised Series) prepared by the Bureau of Labor Statistics of the United States Department of Labor for the preceding twelve (12) month period, with 2016 as the base year and "Employment Cost Index" shall mean the Employment Cost Index for Total Compensation for All Civilian Workers (Index Dec 2005=100) prepared by the Bureau of Labor Statistics of the United States Department of Labor for the preceding twelve (12) month period, with 2016 as the base year. If either of such indexes shall cease to be published, the parties shall use the most comparable index published by the U.S. Government.

11. PROCUREMENT

- 11.1 The Contractor shall procure all food, beverages, and supplies necessary for the effective operation of the Concession Services Program. University shall have the exclusive right to enter into any sponsorship agreements with corporations with respect to food and/or beverage products that are offered for the Concession Services Program ("Sponsorship Agreements"). At University's request, Contractor agrees to provide University with introductions to Contractor's food and beverage vendors that may be interested in having their products exclusively served or sold at the athletic facilities in exchange for marketing and/or rights fees. Notwithstanding the foregoing, University will ensure that such Sponsorship Agreements do not impair the quality of the food and beverage items served by Contractor (as compared to comparable items served at other similar venues in which Contractor or its affiliates provides food and beverage service) or increase the costs for such items (as compared to the Contractor's pricing or what Contractor would normally pay through its own distributors for comparable items of similar size and quality). University and Contractor agree that they will not compromise the quality of the food and beverage items served in the Concession Services Program in order to secure a sponsorship. In the event University decides to enter into a Sponsorship Agreement (or enters into any other relationship) that increases the costs that Contractor incurs, then University shall fully reimburse Contractor for such cost increases. In the event University terminates or changes an existing Sponsorship Agreement after Manager purchased food or beverages from such sponsor, then University shall either allow Manager to utilize the remainder of the purchased inventory on hand or pay Manager for the total cost of the remaining unusable inventory.
- 11.2 When and where reasonably cost effective, Contractor shall provide and use New Mexico made products and local vendors.
- 11.3 In order for Contractor to provide University with high quality food and beverage items and in order for Contractor to maintain the high standards of operations that it requires, Contractor shall purchase inventory, equipment, and services from various sellers and vendors selected by Contractor in its sole discretion (each, a "Vendor"). Purchases from Vendors shall be made under such terms Contractor deems acceptable in its sole discretion ("Vendor Terms"). All Vendor Terms are the exclusive obligations and property of Contractor. University does

not have any liability under, or any right to benefit from, any Vendor Terms, and no Vendor Terms will reduce or otherwise affect the amount of performance of University's obligations. Contractor covenants that the Vendor Terms will not: (i) impair the quality of the food and beverage items served by Contractor (as compared to comparable items served at other similar venues in which Contractor or its affiliates provides food and beverage service), or (ii) increase the costs for such items (as compared to the Contractor's pricing for comparable items of similar size served at other similar venues in which Contractor or its affiliates provides food and beverage service). The foregoing shall be in accordance with any applicable federal, state, or local statute, law code, regulation, or ordinance.

12. INTENTIONALLY OMITTED

13. FOOD SAFETY AND QUALITY ASSURANCE

- 13.1 Contractor shall develop a process that incorporates HACCP (Hazard Analysis, Critical Control Point) or similar monitoring, testing and recording of serving and storage temperatures. The food safety plan shall be reviewed and reasonably approved by the University Contract Administrator.
- 13.2 The Contractor will develop quality standards and all its employees will be trained and instructed by the Contractor in food preparation methods, storage, and procedures.

14. SANITATION

- 14.1 The Contractor shall be responsible for custodial and sanitation of all food service receiving, storage, support, ware washing, production, service and Concession areas with the exception of mechanical and electrical rooms, and except as otherwise noted in this contract. This includes occupational health and safety measures necessary to comply with Federal, State, and local laws, ordinances, and regulations pertaining thereto. The Contractor shall adhere strictly to all pure food and drug regulations, health laws, ordinances, and regulations as promulgated by the State of New Mexico, County of Bernalillo, and agencies having authority there under, and shall identify and hold the University, their employees, and agents harmless from all claims arising from Contractor's failure to adhere to such laws, rules and regulations. Housekeeping and sanitation programs must meet the highest standards of cleanliness.
- 14.2 The maintenance of proper sanitation levels is the full responsibility of the Contractor. The University expects that a collaborative relationship will be developed between the Contractor's management staff and University. All state and county regulations for food service establishments must be maintained. All food service facilities and equipment will be maintained to the levels necessary to successfully pass each health department evaluation. A copy of all inspection reports will be forwarded to the University's Contract Administrator immediately following the inspection.
- 14.3 For each operation associated with the Concession Services Program, the Contractor shall maintain the kitchen, storage, dish room and food preparation

and serving area equipment and facilities in a clean and in sanitary condition through the length of the work day and on a daily basis, cost of which to be borne by the Contractor. The following minimum standards shall be enforced at all times:

- 14.3.1 The dish room and wash sinks will be clean and sanitary; water on the floor will be quickly removed.
- 14.3.2 Cooking surfaces will be cleaned and always free from accumulated grease or other waste.
- 14.3.3 Kitchen work areas and food prep equipment will be completely cleaned following each use; exhaust hoods and filters will be cleaned on a regular basis.
- 14.3.4 Floors in "back of house" food service areas will be cleaned daily. Non-carpeted floors will be cleaned by scrubber or mopping. There shall be no grease, spills, cardboard boxes, towels, or other debris lying on the floor at any time. Spills will be cleaned immediately to prevent permanent carpet or tile damage.
- 14.3.5 Walls will be kept clean and free from dust, dirt and grease and food debris.
- 14.3.6 Restrooms located in "back of house", non-public food service areas will be cleaned daily and supplied with associated paper supplies and hand soap.
- 14.3.7 Light bulbs shall be promptly replaced as needed.
- 14.4 The Contractor shall be responsible for and bear the cost of routine day-to-day (as prescribed by the manufacturer or local fire department authority) cleaning of the exterior surfaces of all exhaust hoods as well as exhaust filters.
- 14.5 Intentionally Omitted.
- 14.6 The Contractor shall be responsible for gathering and containerizing trash, garbage and recyclables generated by the provision of the Concession Services Program in Back of House areas, and for all Contractor-generated trash and recyclables removal to designated University trash containers, recycling containers, and/or compactors, with the exception of removal of trash and recyclables from public area containers. Day to day spot cleaning as well as weekly industrial cleaning of sanitation areas around loading docks, receiving and trash areas that are specifically assigned for use by Contractor is the responsibility of the Contractor. Costs associated with these requirements shall be borne by the Contractor for all Concession Services Program locations.
- 14.7 The Contractor shall develop, implement and update cleaning and sanitation schedules for all equipment and areas as assigned. Cleaning must be sufficient to provide routine protective maintenance against unnecessary deterioration, and/or pest infestation, as well as provide a clean, neat and sanitary appearance. Upon

review and approval of the University's Contract Administrator, schedules shall be posted and implemented within 30 days of the start of the Contract.

- 14.8 University shall provide a two-day period twice per year, during which University Concession facilities can be closed to operations. During this timeframe, the Contractor shall be responsible to deep clean and sanitize of all food service work areas and equipment.
- 14.9 The Contractor will develop quality sanitation standards and all employees will be trained and instructed in sanitation standards, cleaning procedures, personal habits and hygiene. The Contractor shall train and insure that its staff shall comply with the following standards:
 - 14.9.1 Acceptable personal hygiene practices, including daily bathing, washing of hands with warm water and soap upon arriving for work and after using the restroom facilities;
 - 14.9.2 Clean and appropriate outer garments or uniforms;
 - 14.9.3 Hairnets or hats for all staff who have hair six (6) inches or longer; and
 - 14.9.4 Removal of jewelry (except simple wedding bands) for food handlers;

15. SERVICE STANDARDS

The following service standards shall be followed for those components of the Concession Services Program that entail food preparation and serving:

- 15.1 All foods must be attractively presented.
- 15.2 Entrée plates are to be heated prior to service where possible and appropriate.
- 15.3 All hot foods must reach the patron hot, and all cold foods cold in accordance with New Mexico State Environment Department rules and regulations.
- 15.4 Contractor employees shall be polite and diplomatic in enforcing Contractor and University regulations.
- 15.5 Contractor employees remain alert and attentive to customer needs at all times.
- 15.6 Contractor employees are dressed in clean uniforms and display warm and friendly attitude.
- 15.7 Any food appearing discolored, unappealing or not in a proper state of freshness shall not be served. The Contractor shall adhere to the general food service standard that: if you are not willing to purchase a product yourself, it should not be served or displayed to the customer.
- 15.8 All food products stored in any unit must be properly wrapped, labeled and dated. All storage shall meet University requirements and in general be in compliance with industry and National Restaurant Association standards.

- 15.9 Display and serving areas shall be clean, sanitary, orderly and attractive at all times. Specifically, the quality and appearance of food shall be inspected by the Contractor prior to the start of each peak traffic or meal period, and as frequently thereafter as necessary for the duration of the serving period.
- 15.10 All spillage or soil spots shall be removed promptly from counters, steam table pans, general serving areas, and floors.
- 15.11 Salads and other pre-dished items shall be frequently replenished or regrouped so as not to convey a sparse or disheveled appearance.
- 15.12 Pre-dishing of entrees shall be avoided.
- 15.13 Partially used, broken or spilled items shall be removed from the area promptly.
- 15.14 Tables are to be cleaned promptly and trash receptacles that are located in non-guest back-of-house areas are to be cleaned and emptied as required to provide for an attractive and clean facility.
- 15.15 All chipped dinnerware must be removed from service and discarded.
- 15.16 Service problems shall be anticipated and resolved immediately. The Contractor's management staff shall review problems on a daily basis and discuss and implement solutions to prevent recurrence and enable supervisory staff to react immediately. Several examples of problem indicators are: lines excessively long for sustained periods of time; bottlenecks causing gaps in lines; delays in production; products which are difficult to serve; running out of beverages or condiments; shortages of trays, napkins, silverware, etc.
- 15.17 The Contractor shall provide for the receipt of all complaints from customers and shall respond promptly on its own behalf in a positive, courteous and concerned manner and shall take action to insure that causes of legitimate complaints are corrected.

16. PROVISION OF SMALLWARES, CAPITAL EQUIPMENT AND EQUIPMENT MAINTENANCE

- 16.1 University shall provide the initial inventory of smallwares needed for operation of the Concession Services Program at the beginning of the Contract term (the "Par Stock Smallwares Inventory"). Thereafter, at University's request, Contractor shall provide ongoing replacement of smallwares up to the Par Stock Smallwares Inventory level, at Contractor's expense. Ownership of smallwares shall reside with the University. The Contractor shall be required to return at the termination or expiration of the contract all smallwares items then associated with the operation of the Concession Services Program including any replacements made during the contract term.
- 16.2 University shall be responsible for delivering to Contractor, at all times, "turnkey" Athletic Facilities and equipment. At University's request and if approved by Contractor, Contractor agrees to arrange for the procurement of

equipment and furnishings in addition to that initially provided by the University, as required for the successful implementation of its proposed service concepts, the cost of which shall be funded from the Investment (as that term is defined herein). Once the Investment has been exhausted, any incremental equipment purchases beyond those of normal maintenance, repair or replacement shall be purchased at the University's sole expense. All such purchases that are not funded by the Investment shall require the prior review and written approval of the University's Contract Administrator.

- 16.3 Contractor shall provide for the purchase of equipment and renovation of Concession Areas as described in Attachment "A" attached hereto and made a part hereof, an amount not to exceed Seven Hundred Fifty Thousand Dollars (\$750,000.00) ("Investment"). Contractor agrees to purchase office computer equipment required for the successful execution of the Contract as part of Contractor's Investment. Title shall reside with the Contractor. Contractor shall amortize this Investment as a cost of operation on a straight-line basis from the date of commencement of this Contract, to be fully amortized by the end of the initial Contract Term. Interest will not accrue on the unamortized portion of the Investment. After full amortization or pay back by University of the unamortized amounts pursuant to a permissible early termination as detailed in Article 5, Section 2.1, title will reside with University.
- 16.4 Contractor is responsible for funding an amount up to one percent (1%) of Gross Receipts (as hereafter defined) annually (the "MRR Fund"), to provide for and perform the scheduling of equipment maintenance, repair, and replacement for both Contractor-provided and University-owned equipment used in the Operations, and any additional costs in excess of the MRR Fund for the maintenance, repair or replacement of such equipment shall be at University's cost and expense. Contractor shall maintain all capital equipment in good repair and condition, normal wear and tear excepted, and be responsible for development and implementation of a comprehensive Preventive Maintenance Plan. For the initial year of the Contract Term, the Preventive Maintenance Plan shall be developed as part of Contractor's final contract negotiations with the University, with implementation to begin immediately upon execution of the contract. For subsequent contract years, the Preventive Maintenance Plan shall be updated on an annual basis and become part of the Annual Plan outlined in Article 2, paragraph 4. Upon termination or expiration of the contract, Contractor shall leave all University owned equipment in excellent condition and good working order.
- 16.5 Notwithstanding anything else contained herein, the only investments required of Contractor in this contract throughout the Term are the Investment and Signing Bonus detailed in Article 5, Section 2.1 and Section 2.2.1, respectively.

17. ADDITIONAL REQUIREMENTS - CATERING SERVICES

The Contractor shall develop and furnish a complete Catering program that is consistent with the high quality image that the University projects to its internal and external publics. All Catering events must be conducted in a first-class, professional manner with regard to creativity, presentation, quality of food and service. The following shall be minimum requirements of the program:

- 17.1 Contractor shall provide a comprehensive catering menu, encompassing breakfast, lunch, dinner, beverage/snack breaks and receptions, and offering a wide variety of price ranges, to meet the intent of the program expectations outlined in Article 2, paragraphs 1.2.1.3 and 1.2.1.5.
 - 17.1.1 The Contractor shall be sensitive to the differing needs of various university constituencies, and recognize that creative menus and service techniques are required to support the University's reputation for excellence and innovation. Due to operating budgets, university personnel are sometimes sensitive to price. The catering program shall be flexible enough to provide serving sizes and service options that will accommodate these concerns. The catering program must be priced competitively to the local area.
 - 17.1.2 Contractor must provide a minimum of two (2) tiers of service similar to those described below to maximize service to customers.
 - 17.1.2.1 Value Service: Drop off buffet service with limited set up and bus service limited to clean up.
 - 17.1.2.2 Full or Premium Service: Buffets or served meals with full wait staff and bus service.
- 17.2 Intentionally Omitted.
- 17.3 Contractor shall be responsible for the proper training of any employee assigned to catering events.
- 17.4 The Contractor shall insure that events are adequately staffed so that customers are served promptly, efficiently and professionally at all times, and that meet or exceed the level of service reasonably expected by the customer and the University.
- 17.5 The Contractor shall insure that events are completely set up and ready for service at least fifteen minutes prior to the scheduled event start time.
- 17.6 Intentionally Omitted.
- 17.7 China, glass, silver and paper service ware used for catered events shall be of high quality. Minimum service ware standards shall be mutually established and agreed to by Contractor and University based on event type and location. The Contractor shall be solely responsible for securing its equipment promptly at the closing of an event.

19. CONTRACTOR'S ADMINISTRATIVE RESPONSIBILITIES

As part of the Concession Services Program administration, the Contractor shall:

- 19.1 Comply with applicable laws, ordinances, regulations and rules of federal, state and local authorities, relating to food service operations and the serving of

alcoholic beverages, including but not limited to, sanitation and safety requirements, health policies and procedures, wages and hours of employment, withholding taxes, and Equal Employment Opportunity.

- 19.2 Notify the Contract Administrator immediately of any unsafe or unhealthy conditions and take appropriate action to remedy the condition(s).
- 19.3 Inform the Contract Administrator of any significant personal injuries and accidents, which require medical treatment.
- 19.4 Obtain all necessary permits and licenses and pay all inspection fees associated with the operation of the Concession Services Program.
- 19.5 Contractor agrees to timely pay, from Gross Receipts (as that term is defined hereafter), all sales and similar taxes relating to its Operations. Contractor assumes full and exclusive responsibility and liability for withholding and paying, as may be required by law, all federal, state and local taxes and contributions with respect to: (a) Contractor's earnings hereunder, or (b) salaries or other contributions or benefits paid or made available to any persons retained, employed or used by or for Contractor in connection with its services. University shall be responsible for all other taxes, including, without limitation, any real, excise, possessory, lease, personal property, and other taxes related to the foodservice facilities and Operations.
- 19.6 Remit all license and/or franchise fees payable as required by approved third party licensing and/or franchising contracts and provide University with copies of same. Contractor shall be solely responsible for ascertaining whether licenses and/or franchise agreements are necessary to serve any third party and/or copyrighted products or items (e.g., Starbucks coffee). Contractor warrants that it will not serve any such items without proper written authorization from University and the third party.
- 19.7 Develop and maintain an ongoing inventory record of both Contractor-owned (unamortized) and University-owned equipment and smallwares for purposes of inventory valuation and control, to be provided to the Contract Administrator on an annual basis over the life of the contract Term. Inventory records must account for (1) Par Stock Smallwares Inventory and all equipment in inventory at the start of the contract, (2) equipment and smallwares purchased during the contract term, and (3) equipment and smallwares that have been removed from service and disposed of, the aforesaid requiring the approval of the Contract Administrator. The Contractor shall be responsible to participate with the University in any joint physical inventory that shall be taken from time to time during the Term of the contract, including one at termination of the contract. If any inventoried item is lost, damaged or unaccounted for prior to the expiration of its useful life, either during or at termination of the contract, as a result of Contractor's negligence and not considered reasonable wear and tear, then the Contractor will either pay the University an amount proportionate to the remaining useful life of the item using a straight-line method of amortization, or replace such items.

- 19.8 Be responsible for maintaining first aid equipment and supplies in all production and service areas.
- 19.9 Provide its own office equipment, clerical support and transportation needs of Contractor's management staff.
- 19.10 Develop and perform procedures for cash collection in compliance with the University's commercially reasonable requirements and subject to the University's reasonable approval, such approval not to be unreasonably withheld, conditioned, or delayed.
- 19.11 University agrees that all Catering Services for third party catering events shall be administered in accordance with Contractor's policies for payment and collection.
- 19.12 File and maintain records for a period of five (5) years (longer if required by law) for all necessary Federal, State, County, and local forms and claims for the Concession Services Program, including any of Contractor's services that the University may choose to utilize in the future.
- 19.13 Provide all vehicles, unless currently provided by University, their maintenance and insurance, in its sole discretion, as well as adequate and qualified staff to operate them. All current University owned vehicles will be maintained and insured through the normal University procedures. All Contractor employees, operating motor vehicles on University property must be properly licensed to operate such vehicles in accordance with the laws and rules, policies and procedures of the State of New Mexico and the University.
- 19.14 Schedule regular meetings with the University's Contract Administrator in order to review and obtain input regarding Contractor's performance and the Concession Services Program.
- 19.15 Intentionally omitted.

20. MARKETING

- 20.1 As part of the Annual Plan, Contractor shall be responsible for developing and implementing a proactive annual Marketing/Communications Plan to promote the Concession and Catering Services Program. The focus of the Marketing/Communications Plan shall be to maximize participation and sales. At a minimum, the Marketing/Communications Plan must include the following:
 - 20.1.1 Identification of target markets;
 - 20.1.2 Specific strategies to build revenue, enhance satisfaction, and generate goodwill in the campus and local communities;
 - 20.1.3 Tactics for effective promotion and communication to the campus and local communities;
 - 20.1.4 Implementation plan and calendar;
 - 20.1.5 Marketing budget;
 - 20.1.6 Success measures.

20.2 As a minimum, the Contractor shall be responsible to develop and produce the following printed materials to promote the Concession Services Program annually:

20.2.1 Retail Menus and Collateral Promotional Materials;

20.2.2 Catering Menus and Collateral Informational and Promotional Material.

20.3 The Contractor shall work closely with the University's Contract Administrator in developing all marketing and communications materials, in order to insure that the quality is first-rate and fully meets the needs of the University.

20.4 The Contractor shall be required to use the approved University logo on all letterhead, business forms, correspondence, advertisements, promotional pieces, marketing, etc., that are related to the Concession Services Program, subject to approval by the University (University shall retain University rights to the logo).

21. INTENTIONALLY OMITTED.

22. INTENTIONALLY OMITTED.

23. ACCESS AND UNIVERSITY ONE-CARD SYSTEM

The Contractor shall be required, when deemed appropriate by the University, to accept LOBOCASH at each of the various locations operated by Contractor under this Agreement. The University shall provide LOBOCASH card readers at all point of sale locations at University expense. Any transaction fees associated with the acceptance of LOBOCASH shall be deducted from Gross Receipts.

24. CAMPUS CONTRACTS

The University reserves the right to honor any existing campus wide contract with an outside provider/supplier entered into prior to the Effective Date of this contract and/or solely negotiate any type of campus wide contract following the Effective Date of this contract, including but not limited to University's pouring rights agreement. Contractor agrees to abide by all applicable terms and conditions of the same in providing specific food/beverage items for the Concession Services Program, provided that Contractor shall be reimbursed by University for any applicable cost increases incurred by Contractor in accordance with Article 2, Paragraph 11.1.

25. WEB-SITE

25.1 The Contractor shall establish and maintain a current, high quality, customer interactive, informational web-site for the Concession services program at Contractor expense that is linked to the University's web-site at a location on University's web-site designated by University. Contractor's informational web-site shall not include any third party advertising without the prior written permission of UNM. At a minimum, the web-site shall contain information on the following:

25.1.1 Concession locations (including location map), of operation, menus and pricing. Information will be kept current at all times.

25.1.2 Catering menus, pricing and policies.

25.2 University shall not be required to obtain any approval from Contractor regarding the creation of the University link other than merely notifying Contractor of the location and/or addresses for the same.

25.3 University may take such action as it deems appropriate to maintain the integrity of the service and its web site and accordingly has the right to remove or temporarily restrict access to Contractor's link at any time. Contractor will use its reasonable efforts to advise University immediately of any activities which may adversely affect University's web-site. University has the full and exclusive right to grant or otherwise permit Contractor to access the University's web-site and use University's site links.

26. ALTERNATE CONCESSION LOCATIONS

The Contractor, along with the University's Contract Administrator will work jointly in determining the most practical and economically feasible location to provide specific components of the Concession Services Program during any construction periods.

27. EMERGENCY SERVICES

The Contractor shall use reasonable efforts to provide food service, at cost, under emergency and/or unpredictable circumstances such as breakdown of equipment, fire, earthquake, pandemic, power failure, etc., in accordance with the University's Emergency Procedures and/or Campus Disaster Plan. Contractor shall not be reimbursed for any loss of revenue from an interruption of Concession and Catering Services Program service or operations, or for use of any food service areas or facilities for such emergency purposes. In some emergency instances, food service areas and facilities may be used for purposes other than food service.

28. LIQUOR LICENSING

The University reserves the right to obtain liquor licenses for additional sites with subsequent transfer to the Contractor. Contractor is responsible for all costs associated with maintaining all liquor licensing on an annual basis.

29. INFORMATION TECHNOLOGY SYSTEMS

In connection with the services being provided hereunder, Contractor may need to operate certain information technology systems not owned by University ("Non-University Systems"), which may need to interface with or connect to University's networks, internet access, or information technology systems ("University Systems"). Contractor shall be responsible for all Non-University Systems, and University shall be solely responsible for University Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. If Contractor serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, then Contractor will be

responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data ("Data Protection Rules"). If Non-University Systems interface with or connect to University Systems, then University agrees to implement forthwith upon request from Contractor, at University's own expense, the changes to the University Systems that Contractor reasonably requests and believes are necessary or prudent to ensure Contractor's compliance with the Data Protection Rules. University will promptly provide Contractor with written notice of any change to its policies pertaining to University Systems, or change in configuration of University Systems, in order that Contractor may assess the impact, if any, of such change upon the security of Non-University Systems. Each party shall indemnify, defend and hold harmless the other party from all claims, liabilities, damages and costs (including reasonable lawyers' fees) to the extent caused by the indemnifying party's failure to comply with its obligations in this section.

ARTICLE 3 UNIVERSITY RESPONSIBILITIES AND RIGHTS

1. CONTRACT ADMINISTRATOR

The contract shall be managed and monitored for compliance by the University's designated Contract Administrator ("Contract Administrator"). Throughout the Term, copies of all applicable correspondence, work products, and other materials prepared by the Contractor as required under this Agreement should be directed to the Contract Administrator and also to any other University personnel designated by the Contract Administrator. Direct contact or communication by the Contractor with other University offices or any other state or governmental entity concerning this Agreement shall be made only with the prior knowledge and approval of the Contract Administrator.

2. SERVICES PROVIDED BY UNIVERSITY

The University will provide the following services at no cost to the Contractor in support of the Concession Services Program:

- 2.1 Reasonable electrical, gas and water service, at University cost, except as otherwise noted in this Contract. The Contractor will be expected to vigorously manage the cost of energy use while conducting its operations in accordance with this Agreement.
- 2.2 Provision of telephone and data jacks. The Contractor must arrange for and bear the cost of phones, connection and service through the University's Telephone Services office.
- 2.3 Cleaning and maintenance of the building ventilation system, including deep cleaning of all exhaust hood duct work, plenum chambers and roof fans as required by local fire department authority, cost of which to be borne by the University. Prior to Contractor taking over use of the foodservice facilities, University shall provide initial pest service and have the facilities professionally cleaned, including but not limited to, providing professional exhaust hood cleaning services.

- 2.3.1 Regular cleaning of walls, exterior windows, light fixtures, draperies and blinds in facilities associated with the Concession Services Program, cost of which to be borne by the University.
- 2.3.2 Daily cleaning of servery and Concession room floors and carpets for Concession operations located in the athletic facilities
- 2.3.3 Semi-annual waxing and buffing of floors and deep cleaning of carpets in public areas in facilities associated with the Concession Services Program.
- 2.3.4 Maintenance of insect and pest control in all Concession Services Program receiving, storage, support, warewashing, production, serving and Concession areas, cost of which to be borne by the University. The Contractor will be expected to maintain sanitation practices that support the University's efforts in this area.
- 2.4 Trash and recyclables removal from public area containers at Athletic Facilities. Reasonable trash and recyclables removal from designated University receptacles cost of which to be borne by the University.
- 2.5 Provision of all necessary service related to the successful operation of the buildings related to the operation of the Concession Services Program, with the exclusion of those services provided by the Contractor under the terms of this contract. The Premises and equipment provided by University for use in the Food Service operation shall be in good condition and maintained by University to ensure compliance with applicable laws concerning building conditions, sanitation, safety and health (including, without limitation, OSHA regulations). University agrees that any modifications or alterations to the workplace or the Premises (whether structural or non-structural) necessary to comply with any statute or governmental regulation shall be the responsibility of University and shall be at the University's expense. University shall be responsible for delivering to Contractor, at all times, "turnkey" Athletic Facilities.
- 2.6 Furniture and Audio Visual set-up for catered events cost of which to be borne by the University.

3. PROVISION OF CAPITAL EQUIPMENT

The University agrees to provide and make available for Contractor use of all University owned furniture, fixtures, and equipment ("FF&E") currently being utilized in support of Athletic concessions and catering operations in a good functional working order. Ownership of said equipment shall remain with the University. The Contractor shall be required to keep all FF&E in good repair and condition, and protect it against loss, pilferage or destruction, any costs of which shall be paid in accordance with Article 2, Section 16.4.

4. PROVISION OF SMALLWARES

The University shall provide and make available to the Contractor all smallwares, including kitchen utensils, china, glass, silverware, and service pieces currently owned by the University and associated with the current Athletic concessions and catering

operations. Ownership of said smallwares shall reside with the University. The Contractor must take such measures as may be reasonably required by the University for the protection against loss from pilferage or destruction.

5. PROVISION OF OFFICE SPACE & PARKING

The University agrees to provide the Contractor with available and adequate office space and parking for its on site management and administrative personnel, as well as existing office furnishings in these spaces.

6. PROVISION OF INSURANCE

The University will insure the buildings within which the Concession Services Program will operate and all University owned capital equipment, and will bear the cost of said insurance.

7. UNIVERSITY RIGHTS

University shall maintain the following rights:

- 7.1 Right to Inspect and Audit: While audited financial statements are not required, the University retains the right to inspect and audit all Gross Receipts and Commissions directly connected with the operation of the Concession Services Program, at any time upon 48 hours written notice. All Contractor Gross Receipts records shall be kept in such a way that they may be readily audited by University, shall be consistent with generally accepted accounting principles and budgets presented to University and shall conform to all applicable laws. Records will be kept for five (5) years from the date incurred (or longer if required by law) or until the final disposal of any claims or litigation arising out of the performance of this contract, whichever is longer. If the auditor's figures vary more than 10% from the figures provided by Contractor, Contractor shall pay the difference plus the reasonable cost of the audit otherwise, University shall be responsible for the same.
- 7.2 Right of Approval of Subcontractors: The Contractor shall not subcontract any service required under this contract without the prior reasonable approval of the University. Such request shall be presented to the University Contract Administrator for his/her consideration and approval on an as-needed basis, with such approval not to be unreasonably withheld, conditioned, or delayed.
- 7.3 Concession Services Program Regulations and Access: The University reserves the right to make, from time to time, regulations for the operation of the Concession Services Program. The University reserves the right to monitor both the Concession Services Program and operations with respect to the quality and quantity of food served, the method of service thereof, opening and closing hours, safety, sanitation, and the maintenance of all food service related facilities. The Contractor shall comply with all regulations promulgated by the University with regard to the provisions of the Concession Services Program. If the University or any change in the current law requires material changes to the alcohol policy in the Athletic Facilities as compared to the alcohol policy in the Athletic Facilities on the date hereof, or if the costs of food and beverage items

increase by more than five percent (5%), then upon request of Contractor, University hereby agrees to re-negotiate in good faith all business terms agreed to in this contract.

- 7.4 University Access to Facilities: The University's Contract Administrator, or appointed designee, shall have full right of access at all times to all spaces assigned to the contract, including but not limited to, food service storage, production, service, support, Concession and catering facilities. The University will maintain a complete set of keys to the facilities. Contractor shall provide keys to the University for any Contractor initiated key or lock changes.
- 7.5 University Use of Facilities: It is specifically understood that the University, or its designee, without interfering with the normal operation of the Concession Services Program, may use the food service storage, production, support, service, Concession and catering facilities for such purposes as may be required. In such cases, the University, at its cost, shall be responsible to restore facilities to conditions mutually satisfactory to the Contractor and the Contract Administrator before the next regularly scheduled meal service. Use of food service related storage, production, support, service, Concession and catering facilities by third parties shall be prohibited by University.
- 7.6 Right to Protection of Health: The University reserves the right to immediately close Concession facilities and/or operations to protect the health of University students, employees and their guests.
- 7.7 In the event that tax exempt bond financing is utilized by the University to construct new food facilities or buildings that contain food facilities, should the financial structure of this Contract jeopardize the tax exempt status of said bond financing, the University retains the right to renegotiate in good faith the financial terms of the Contract with the Contractor.

ARTICLE 4 RESTRICTIONS TO THE CONTRACTOR

1. ALTERATIONS TO PREMISES

The Contractor shall not make or suffer to be made any alterations, additions or improvements to premises associated with the Concession Services Program without first obtaining the prior written consent of the University and its Office of Capital Improvements, which consent may be refused or conditioned at the University's sole and absolute discretion. Prior to beginning any such activities, Contractor shall prepare and submit to University for approval, written plans and/or drawings of the premises detailing how Contractor intends to complete the same. Contractor shall maintain University's premises in good order and condition while any and all installation, maintenance and/or removal activities are being performed, and Contractor shall at its sole cost make all necessary repairs caused by such activities. Contractor shall neither encumber nor obstruct any entrances, hallways, stairs, etc., but shall maintain the same in a clean condition, free from debris. All necessary governmental approvals required for any Contractor alterations shall be obtained and paid for by Contractor unless otherwise agreed to in writing by University.

2. REMOVAL OF EQUIPMENT

The Contractor may not remove any University owned equipment from the University without written permission from the Contract Administrator. In the event of expiration or termination of this contract, Contractor must remove any Contractor owned equipment installed at the University within thirty (30) days of the expiration and/or termination of this contract. Any removal of equipment from the University premises by Contractor shall be at its sole cost and expense. Contractor agrees to repair at its own cost and expense any and all damage to University premises caused by its removal of equipment, and Contractor agrees to return University premises to their pre-installation conditions.

3. UNAUTHORIZED USE

Contractor agrees to use University premises only for permitted uses under this contract. The Contractor may not prepare food and/or beverages on University premises for sale or use for any purpose not covered by this contract.

4. UNIVERSITY'S NAME

Contractor covenants to operate the Concession Services Program only under the name, "University of New Mexico Concession Services," or Lobo Athletic Food Services (Concessions may not be the best moniker for the Catering & Suites image) and not any name associated with either the Contractor, or Contractor's parent or affiliates. The name, "University of New Mexico Concession Services" shall be the sole and exclusive property of University and upon the expiration or earlier termination of this contract, all rights of the Contract or to use the name, "University of New Mexico Concession Services," whether or not consented to by the University, shall thereupon cease, and Contractor shall forthwith proceed to remove any reference to such business name from its vehicles, stationery, brochures, and any other item within the control of the Contractor, Contractor's manager or its parent companies or affiliated companies.

5. ADVERTISING

5.1 Contractor shall not in any manner use the University's name or Premises for advertising, publicity, marketing, or public relations purposes without the prior written approval of the Contract Administrator. The Contractor covenants and agrees that unless the University first gives its prior written consent, the Contractor shall not:

5.1.1 Use the words "University of New Mexico" (whether alone or in combination with other words);

5.1.2 Display or otherwise use the name, emblem, or logo (or any similar name, emblem, or logo) of any department, or other component, constituent, or affiliate of the University; or

5.1.3 Otherwise refer to the University or any department, or other component or affiliate of the University, whether in or any sign, advertisement (including any newspaper, television, or radio advertisement), commercial announcement, circular, flier, or other publication.

- 5.2 Any signs, placards, pictures, advertisements or notices attached to, displayed, printed or distributed by the Contractor from or upon any part of University premises shall be done only with the University's prior written approval (which approval may be refused or conditioned at the University's sole and absolute discretion), and shall be removed by Contractor upon the expiration or termination of this contract, and Contractor shall repair any damage to the Premises caused by such removal.

6. INFORMATION

The Contractor will maintain all terms and conditions of this contract in the strictest of confidence. University and Contractor represent and warrant to each other that each party shall maintain the confidentiality of the terms and conditions of this Agreement, however, such restriction shall not prohibit either party from disclosing the existence of the relationship, Term of the Agreement or the projected sales volume related to the terms of the Agreement. University shall not be required to provide Contractor with any information regarding its students or employees other than directory information. Contractor understands that it shall not sell trade and/or offer the names of University students or employees to advertisers or other third parties seeking the same without the prior express written permission of University students and/or employees. This provision does not prohibit either party from providing this contract or any financial information regarding the same as may be required by law.

7. DELIVERIES

All deliveries shall be at University approved locations and supervised at all times by a Contractor representative. It is the responsibility of the Contractor to secure the receiving area throughout the business day and at the close of the business day.

ARTICLE 5 FINANCIAL AGREEMENTS

1. FINANCIAL ARRANGEMENTS

Financial arrangements related to the contract are structured around the following provisions:

1.1 Compensation to Contractor:

1.1.1 The Contractor shall be responsible for and agrees to pay all costs associated with the successful performance of the Concessions and Catering Services Program, except as noted elsewhere in this contract. At no time shall any Contractor capital expenditure be charged to the Athletic Concessions Program unless such expense has been approved as part of the Annual Plan or otherwise previously and specifically approved (such approval not to be unreasonably withheld, conditioned or delayed) in writing by the University.

1.1.2 Payments due to Contractor by University under this contract shall be paid within thirty (30) days of University certification, pursuant to 13-1-158 of the New Mexico Statutes Annotated, 1978, as amended, and when overdue, shall be subject to a late payment charge of one and one half

percent (1.5%) per month on all outstanding balances. However, if the amount of such late payment charge exceeds the maximum permitted by law for such charge, such charge shall be reduced to such maximum amount under the law. Acceptance of any late payment by Contractor shall not be construed as a waiver of any contractual rights for material breach of this contract.

1.2 Compensation/Payments to University:

1.2.1 The Contractor shall pay the University the Commissions in Article 5, Section 2.4 related to the operation of the Concession Services Program within thirty (30) business days after the close of the prior month. All required payments to University under this contract shall be made payable to: "University of New Mexico", and forwarded to the appropriate University office as designated by the University.

1.2.2 Payments by Contractor under this contract shall, when overdue, be subject to a late payment charge of one and one half percent (1.5%) per month on all outstanding balances. However, if the amount of such late payment charge exceeds the maximum permitted by law for such charge, such charge shall be reduced to such maximum amount. Acceptance of any late payment by University shall not be construed as a waiver of any contractual rights for material breach of this contract.

1.2.3 Following submission of each Annual Plan, University retains the option to renegotiate changes to the structure of the financial arrangements of the contract for the corresponding upcoming University fiscal year.

2. CONTRACTOR'S CAPITAL INVESTMENT & FINANCIAL RETURN PLAN

2.1 Contractor Investment:

Contractor shall provide for pre-opening expenses and the purchase of equipment and renovation of Concession Areas as described in Attachment "A" attached hereto and made a part hereof, an amount not to exceed Seven Hundred Fifty Thousand Dollars (\$750,000.00) ("Investment"). The Investment will be disbursed on a schedule as agreed by Contractor and University. The parties initially intend to allocate the Investment in accordance with the preliminary budget described in Schedule 1 of Attachment "A", it being understood that such allocation is subject to change by written agreement of the parties. Contractor shall own the Investment and shall consult with the University on how it will be spent; provided, however, that Contractor reserves the right to make the final decision on such expenditures. If the entire amount allocated to each of the items in Schedule 1 is not spent entirely, then any unused amounts shall remain in the Investment. Pre-opening expenses shall include, but not be limited to, uniforms, travel, wages, legal/licenses, salaries and training prior to opening day not to exceed Eighty Five Thousand Dollars (\$85,000.00). The Investment shall be amortized on a straight-line basis, with amortization commencing in the fiscal month in which the expenditure occurs and continuing to be amortized through June 30, 2024, with the Investment fully amortized on or before the expiration of the Term. Interest will not accrue on the unamortized portion of the Investment. If the Agreement expires or is terminated for any reason prior to the complete

amortization of the Investment, University shall reimburse Contractor, within thirty (30) days of the expiration or termination date, the unamortized portion of the Investment. Upon such payment, title will reside with University. Contractor shall provide an amortization schedule of the Investment to University annually throughout the Term.

2.2 Signing Bonus, Suite Rental, Gift-In-Kind Catering and Athletics Catering:

2.2.1 Contractor shall provide to University up to Seven Hundred Fifty Thousand Dollars (\$750,000.00) ("Signing Bonus") as a signing bonus to University within three (3) business days of execution of this contract. The Signing Bonus shall be amortized on a straight-line basis over the Term, commencing with the date the Signing Bonus is provided to University. Interest will not accrue on the unamortized portion of the Signing Bonus. The Signing Bonus may be used at University's sole discretion. If the Agreement expires or is terminated for any reason prior to the complete amortization of the Signing Bonus, University shall reimburse Contractor, on the expiration or termination date, the unamortized portion of the Signing Bonus.

2.2.2 Contractor shall rent a half suite at The Pit (WisePies Arena) valued at Twenty Two Thousand Five Hundred Dollars (\$22,500.00) from University during each year of the Term.

2.2.3 Contractor shall provide gift-in-kind catering services to University Athletics and Loboclub, provided that such catering services shall: (i) be measured at Contractor's retail pricing, and (ii) not exceed Fifty Thousand Dollars (\$50,000.00) in any year.

2.2.4 Contractor shall provide catering services to the University Athletics Department for up to thirty (30) events each year during the Term, provided that such catering services shall: (i) be measured at retail pricing, and (ii) not exceed Fifty Thousand Dollars (\$50,000.00) in any year. A University Athletics designee shall coordinate such events with Contractor.

2.2.5 University shall provide to Contractor:

2.2.5.1 Eight (8) U.S. Bank Zia Level tickets for Lobo football games, and four (4) parking passes in Stadium West or other best available parking.

2.2.5.2 Four (4) U.S. Bank Club Level tickets for Lobo basketball games, and two (2) parking passes in Pit West or other best available parking.

2.2.5.3 The opportunity for Contractor's full-time staff to receive two (2) season tickets per staff member for the football, men's basketball, and women's basketball seasons.

2.2.5.4 If available, up to One Hundred (100) tickets for one (1) football game, One Hundred (100) tickets for one (1) women's basketball game, and One Hundred (100) tickets for one (1) men's basketball game (excluding games against New Mexico State University or University of Arizona) during each season of the contract, such tickets to be utilized at Contractor's discretion and coordinated with University in advance of each season opener.

2.2.5.5 The opportunity for Contractor to order Nike (or then-current designated apparel provider) apparel and gear for its staff members.

2.3 Definition of Gross Receipts:

As used in this contract, the term "Gross Receipts" shall mean the total gross revenues actually collected from patrons of the Athletic Facilities in respect of food and beverage sales and services by Contractor at the Athletic Facilities; provided, however, Gross Receipts shall not include any (i) service charges, discounted sales or gratuities, (ii) any service or discount charges on credit or debit card sales, (iii) amounts not received by Contractor due to cash shortages or bad debt, including accounts receivable and credit card bad debt, which amounts shall not exceed a total of one percent (1%) of total Gross Receipts, (iv) any transaction fees associated with the acceptance of LOBOCASH, or (v) any city, county, state or federal use, excise or similar tax imposed on the sale or use of the food and beverage items collected and paid to applicable taxing authorities of Contractor.

2.4 As consideration for University's grant of the exclusive rights and privileges to Contractor pursuant to this contract, and as the sole compensation due and owing from Contractor to University, Contractor agrees to pay University the following percentages of Gross Receipts generated in the following parts of the food and beverage areas during each contract year; provided, however, it is expressly understood that the increasing percentages referred to herein shall be incremental and shall not be retroactive to the first dollar of the Gross Receipts derived (collectively, the "Commissions"):

Source of Gross Receipts	Amount of Gross Receipts	Percentage of Gross Receipts
(i) Football Stadium Concessions	\$0.00 - \$500,000.00	30%
	all amounts in excess of \$500,000.00	35% (on the increment)
(ii) Basketball Arena Concessions	\$0.00 - \$500,000.00	35%
	\$500,000.01 - \$1,000,000.00	40% (on the increment)
	all amounts in excess of \$1,000,000.00	45% (on the increment)
(iii) Other Events	\$0.00 - \$750,000.00	30%

	\$750,000.01 - \$1,000,000.00	35% (on the increment)
	all amounts in excess of \$1,000,000.00	40% (on the increment)
(iv) Olympic Sports	All	30%
(v) Catering Food and Non-Alcoholic Beverage	\$0.00 - \$750,000.00	15%
	all amounts in excess of \$750,000.00	20% (on the increment)
(vi) Catering Alcohol	All	30%
(vii) Club Level Alcohol Concessions at Football Stadium	\$0.00 - \$250,000.00	35%
	all amounts in excess of \$250,000.00	40% (on the increment)
(viii) New General Concessions Alcohol Sales	All	50%
(ix) Net receipts from Subcontractors	All	30%

All amounts in the middle column above shall be increased annually by the greater of the increase in the Consumer Price Index or the increase in the Employment Cost Index.

3. INTENTIONALLY OMITTED.

4. UNAUTHORIZED ITEMS OF EXPENSE

At no time shall any expenditure be charged to the Concession Services Program unless such expense has been approved as part of the Annual Plan or otherwise previously and specifically approved in writing by the University.

5. INTENTIONALLY OMITTED.

6. SALES AND USE TAX

Contractor agrees to comply with and to require all of its' subcontractors to comply with all the provisions of applicable state sales excise tax law and compensation use tax law and all amendments to same. Contractor further agrees to indemnify and save harmless the University, of and from any and all claims and demands made against it by virtue of the failure of Contractor or any subcontractor to comply with the provisions of any or all said laws and amendments.

7. AUDITING, ACCOUNTING AND REPORTING

- 7.1 All records must be retained by the Contractor, and accessible to the University for a minimum of three (3) years beyond the final day of the contract. The University reserves the right to audit, at its expense, at any reasonable time the Gross Receipts and Commissions figures provided by Contractor. The Contractor shall keep full, timely and accurate records in accordance with generally accepted accounting practices for all necessary Federal, State, County, and local forms and claims regarding the Concession Services Program, including any of Contractor's services that the University may choose to utilize in the future.
- 7.2 The books, records, documents, and accounting procedures and practices of the Contractor relevant to this contract shall be subject to examination by the University and/or State of New Mexico officials. If necessary, they will be made available at the Contractor's University Office. The Contractor will:
- 7.2.1 Provide the University and/or its auditors reasonable facilities for the examination, copying and audit of the books and records;
 - 7.2.2 Make such returns and reports available as required;
 - 7.2.3 Attend and answer under oath all lawful inquiries;
 - 7.2.4 Produce and exhibit such books and records as may be reasonably necessary for such inspection;
 - 7.2.5 In all things cooperate with the University and/or its auditors in the performance of its duties.
- 7.3 The University will be informed by the Contractor of any schedule of independent audits of the Contractor's records and operations. The University shall receive a copy of the report of any findings that affect the University.
- 7.4 The University is on a monthly business cycle with a fiscal year of July 1 through June 30. The Contractor shall supply all financial data to the University according to this cycle. (5-4-4)
- 7.5 The Contractor will provide the University's Contract Administrator with a complete set of monthly financial statements no later than the 30th day following the last day of each month. Financial statements will include the following:
- 7.5.1 Monthly Commission report with revenue reported separately by retail location and for catering reconciling commissions payable to the University and with the commission check.
 - 7.5.2 Operating statistics for each Concession location and in aggregate, including but not necessarily limited to the following:

- 7.5.2.1 Average check;
- 7.5.2.2 Sales mix report (sales breakdown by Beverage, Snack, Sandwich, Candy, Specialty & Sub Contractor);
- 7.5.2.3 Recap of number/type of events and estimated number of customers.

- 7.6 In addition to the above, the Contractor will provide such special reports and analysis covering its operations under the contract as may be reasonably requested by the University.
- 7.7 Upon request of the University, the Contractor will meet with the University and review each operating statement, explain deviations, discuss problems, and mutually agree on courses of action, to improve the results of the required services included in this contract. Operating statement adjustments required as a result of review and/or audit shall be identified and reflected in the next period statement.

8. WORKING CAPITAL

Contractor shall provide the necessary working capital for the successful operation of this contract. Contractor shall operate on Contractor's own credit. The Contractor shall pay all costs of operations from its own banking account.

9. COLLECTION OF SALES RECEIPTS

For all revenue associated with the Athletic Concession and Catering Services Program, Contractor shall collect and deposit in its own bank all cash receipts, and shall invoice and collect amounts owed. The University shall cooperate with the Contractor in the collection of delinquent catering accounts involving University departments.

ARTICLE 6 GENERAL TERMS

1. NON-HIRING OF EMPLOYEES

- 1.1 Contractor represents that no person or selling agency has been employed or retained by Contractor to solicit or secure this contract upon an agreement for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide commercial or selling agencies maintained by Contractor for the purpose of securing business. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any University employee from Contractor is prohibited and shall be promptly reported to University.
- 1.2 University shall not, without Contractor's written consent, hire, make any agreement with, or permit the employment, in any operation providing food service, any person who has been a Contractor management employee at the Food Service within the earlier of one (1) year after said employee terminates employment with Contractor or within one (1) year after termination of this Agreement. University agrees that Contractor employees have acquired special knowledge, information, skills and contacts as a result of being employed with and trained by Contractor. If University hires, makes any agreement with or permits employment of any such employee, in any operation providing food service within

the restricted period, it is agreed by University that Contractor shall suffer damages and University shall pay Contractor as liquidated damages an amount equal to two (2) times the annual salary of each employee hired by University. This sum has been determined to be reasonable by both parties after due consideration of all relevant circumstances. This provision shall survive termination of this Contract.

2. INSURANCE REQUIREMENTS

Without limiting any liabilities or any other obligation of the Contractor, the Contractor shall purchase and maintain (and cause its subcontractors to purchase and maintain), in a company or companies lawfully authorized to do business in the State of New Mexico, and rated at least A- VII in the current A.M. Best's, the minimum insurance coverage as follows:

- 2.1 Commercial General Liability Insurance with not less than \$1,000,000 combined single limit of liability for bodily injury and property damage for each occurrence and in the aggregate. The policy shall include coverage for:
 - 2.1.1. Bodily Injury;
 - 2.1.2. Broad Form Property Damage;
 - 2.1.3. Independent Contractors Coverage;
 - 2.1.4. Personal Injury;
 - 2.1.5. Blanket Contractual Liability;
 - 2.1.6. Products and Completed Operations (Contractor will purchase this coverage for one year past acceptance, cancellation or termination of the services or work defined in this Contract);
 - 2.1.7. Fire Legal Liability;
- 2.2 Workers' Compensation and Employer's Liability Insurance covering each employee engaged in the performance of the work under this agreement, with benefits in accordance with applicable law in the case of Workers' Compensation Insurance, and with the following limits of liability in the case of Employer's Liability Insurance:

Bodily injury by accident	\$100,000 each accident
Bodily injury by disease	\$500,000 policy limit
Bodily injury by disease	\$100,000 each employee
- 2.3 Business Auto Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the activities undertaken under this agreement, with a combined single limit of liability for bodily injury and property damage of not less than \$2,000,000 each accident.
- 2.4 Umbrella liability coverage of \$6,000,000 per occurrence and in the aggregate.
- 2.5 Liquor Liability with limits of \$1,000,000 each common cause and in the aggregate.

The Contractor shall furnish the University one copy each of Certificates of Insurance herein required for each copy of the Agreement, showing coverage, limits of liability, covered operations, effective dates of expiration of policies of insurance carried by the

Contractor. The Certificate of Insurance shall be in a format acceptable to the University. Such certificates shall be filed with the University and shall also contain the following statements:

"The Regents of the University of New Mexico, The University of New Mexico, its agents, servants and employees are held as additional insured with respect to commercial general liability, auto liability and liquor liability."

"The insurance coverage certified herein shall not be canceled except after thirty (30) days written notice has been provided to the Owner."

The State of New Mexico, its departments, agencies, boards and commissions reserve the right to request and receive a certificate of insurance within ten calendar days of contract signature.

Failure on the part of the Contractor to meet these requirements shall constitute a material breach of contract, upon which the State of New Mexico, its departments, agencies, boards and commissions may immediately terminate this agreement. Costs for coverage's broader than those required or for limits in excess of those required shall not be charged to the State of New Mexico, its departments, agencies, boards and commissions.

3. KEY CONTROL

The term "key" refers to metal, electromagnetic, combination lock, or any other method the University chooses, at its sole discretion, to utilize for locking facilities. The Contractor shall be responsible for the control and safekeeping of all keys issued to Contractor by the University. If a key is lost, the Contractor shall be responsible for the replacement cost including, if necessary, changing the lock(s) to maintain building security, as determined by the University. The Contractor's key management program shall be approved by the University and must adhere to University key policies and procedures. All facts relating to loss of keys as a result of break-ins must be reported immediately to the Contract Administrator.

4. SECURITY

Contractor shall be solely responsible for the security of all its own property and of personal property under its custody and control on the Premises (including the personal property of Contractor's employees and agents), and for any repairs to or replacement or compensation for such property which may arise out of any theft, loss or damage thereto, and the University shall have no responsibility therefore.

5. INTENTIONALLY OMITTED.

6. TERMINATION OF CONTRACT

6.1 In the event either party breaches a material provision hereof ("Cause"), the non-breaching party shall give the other party written notice of such Cause. In the event the Cause is remedied within sixty (60) days of such notice, the notice shall be null and void. If such Cause is not remedied within the specified period, or if such Cause cannot reasonably be cured within the sixty (60) days, and the alleged

breaching party fails to commence such cure or remedy within said sixty (60) day period and fails to diligently prosecute such cure or remedy to completion as soon as is reasonably possible thereafter, this Agreement may terminate upon the expiration of such remedy period. In no event shall the refusal by Contractor to make any additional investments constitute Cause for the termination of this Agreement. The rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights available to either party at law or in equity.

6.2 Upon entry of a judgment of bankruptcy or insolvency by or against the contractor, the University may terminate this contract.

6.3 In the event of termination and/or expiration of this contract, Contractor agrees to provide reasonable cooperation in ensuring a smooth transition of the Concession Services Program to another provider, provided that Contractor shall not be obligated to so continue as manager for a period in excess of sixty (60) days.

6.4 Intentionally omitted.

7. TRADE SECRETS.

During the term of the Agreement, Contractor may grant to University a nonexclusive right to access certain proprietary materials of Contractor, including menus, signage, Food Service survey forms, software (both owned by and licensed to Contractor), and similar items regularly used in Contractor's business operations ("Proprietary Materials"). In addition, University may have access to certain non-public information of Contractor, including, but not limited to, recipes, management guidelines and procedures, operating manuals, personnel information, purchasing and distribution practices, pricing and bidding information, financial information, surveys and studies, and similar compilations regularly used in Contractor's business operations ("Trade Secrets"). Trade Secrets shall not include (i) any information which at the time of disclosure or discovery or thereafter is generally available to and known by the public or the relevant industry (other than as a result of a disclosure directly or indirectly by University), or (ii) any information which was available to University on a non-confidential basis from a source other than Contractor, provided that such source was not bound by an agreement prohibiting the transmission of such information, or (iii) any information independently developed or previously known without reference to any information provided by Contractor. If Contractor, in its sole discretion authorizes University to use any Proprietary Materials or Trade Secrets, University may only use such Proprietary Materials or Trade Secrets for its internal business purpose and may not use or share them for the benefit of any other party. Such Proprietary Materials and Trade Secrets are made available "AS IS" without express or implied warranties of any kind.

University shall not disseminate any Proprietary Materials or disclose any of Contractor's Trade Secrets, directly or indirectly, during or after the term of the Agreement. University shall not photocopy or otherwise duplicate any such material without the prior written consent of Contractor. All Proprietary Materials and Trade Secrets shall remain the exclusive property of Contractor and shall be returned to Contractor immediately upon termination of the Agreement. Without limiting the foregoing, University specifically agrees that all software associated with the operation of the Food Service, including without limitation, menu systems, food production systems, accounting

systems, and other software, are owned by or licensed to Contractor and not University. Furthermore, University's access or use of such software shall not create any right, title interest, or copyright in such software, and University shall not retain such software beyond the termination of the Agreement. Any signage, servicemark or trademark proprietary to Contractor shall remain the exclusive property of Contractor and shall be returned to Contractor immediately upon termination of this Agreement or upon Contractor's request. In the event of any breach of this provision, Contractor shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. This provision shall survive termination of the Agreement.

8. ASSIGNMENT

Contractor shall not allow any other person or entity to occupy or use the University premises associated with the Concession Services Program or any portion thereof; or to conduct any business activity without the prior written approval of the University, which approval may be withheld at the sole discretion of the University. Contractor shall have no right to assign or transfer any of its rights contained herein without the prior written approval of the University, except Contractor may, without prior approval and without being released from any of its responsibilities, assign this Agreement to any affiliate or wholly-owned subsidiary of Contractor.

9. USE OF THIRD PARTY CONTRACTORS

All goods and services provided to the University through third party contractors must be contracted through the Contractor. The Contractor shall be responsible for compliance with all terms and conditions of the contract (including but not limited to insurance) and for all acts and omissions of its third party contractors and suppliers.

10. OTHER CONTRACTS

The University may undertake or award contracts other than food service contracts for University related work or functions, and the Contractor shall fully cooperate with such other firms and the University's employees and carefully fit its own work to such additional work. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other firm or by the University's employees. The University shall equitably enforce this section as it relates to all firms, to prevent the imposition of unreasonable burdens on any one firm.

11. COMPLIANCE WITH LAWS

The Contractor must be familiar with, have a working knowledge of, and comply with all Federal, State, and local regulations, ordinances, codes and laws related to the services provided under this contract. In addition, the Contractor must be familiar with and have experience preparing and filing all required forms, reports, and submittals related to the services provided under this contract. The Contractor hereby represents and warrants that:

- 11.1 It is qualified to do business in the State of New Mexico and that it will take such action as, from time to time, may be necessary to remain so qualified;

- 11.2 It is not in arrears with respect to the payment of any monies due and owing the State of New Mexico or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this contract;
- 11.3 It shall comply with all Federal, State and local laws, regulations and ordinances applicable to its activities and obligations under this contract; and
- 11.4 It shall procure, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under this contract.

12. NEW MEXICO LAW PREVAILS

The place of performance of this contract shall be the State of New Mexico. This contract shall be construed, interpreted, and enforced according to the laws of the State of New Mexico.

13. DISPUTES & REMEDIES

With respect to terms or items over which the parties are in dispute, except as otherwise provided herein, the University may elect to attempt to resolve the matter by mediation. A mediator shall be selected by mutual agreement of the parties.

The remedies specified in this contract shall be in addition to, and not exclusive of, any other remedies available to a party at law or in equity. In the event of any dispute, claim, suit or proceeding relating to this Agreement, the prevailing party shall be entitled to recover all of its legal and other fees and expenses incurred in connection with the dispute, claim, suit or proceeding from the other party. University and Contractor hereby expressly waive any right to seek, claim or collect lost profits or any punitive, treble, indirect, special, speculative or consequential damages in connection with, or related to, a breach or violation of this or any other agreement entered into between University and Contractor.

14. NON-AVAILABILITY OF FUNDING

If University funds are not appropriated or otherwise made available for continued performance for any fiscal period of this contract succeeding the first fiscal period, this contract shall be canceled automatically as of the beginning of the new fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the University's rights or the Contractor's rights under any termination clause in this contract. The effect of termination of the contract hereunder will be to discharge both the Contractor and the University from future performance of the contract, but not from their rights and obligations existing at the time of termination, including the University's obligation to pay to Contractor any unamortized portion of the Investment and Signing Bonus in accordance with Article 5, Section 2.1 and 2.2.1, respectively. The University shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this contract or any portion thereof for each succeeding fiscal period beyond the first.

15. DELAYS AND EXTENSIONS

The Contractor agrees to perform this agreement continuously and diligently. A delay in or failure of performance by University or Contractor shall not constitute a default or Cause, nor shall University or Contractor be held liable for loss or damage, and University shall grant extensions for excusable delays in performance for delays or failure of performance that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, expropriation or confiscation of facilities, compliance with any order or request of any governmental authority or person purporting to act therefor, acts of declared or undeclared war, weapon of war employing atomic fission or radioactive force, whether in the time of peace or war, public disorders, rebellion, sabotage, revolution, riots, inability of a party to obtain necessary materials or equipment or permits due to existing or future laws, rules or regulations of governmental authorities, acts of another contractor in the performance of a University or State contract, fires, earthquakes, tornadoes, floods, epidemics, pandemic, quarantine restrictions, strikes, labor or employment difficulties, freight embargoes, delays in transportation, the delay of a subcontractor or supplier arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractor or supplier, or any other causes, whether direct or indirect, and whether or not of the same class or kind as those specifically above named, not within the reasonable control of such party, or its agent, employees, contractors, subcontractors and consultants, and which by the exercise of reasonable diligence said party is unable to prevent.

16. CASUALTY

During the Term of the contract, if a Concession Services Program facility is damaged by fire or any other cause, the University shall have the right and option to either: (a) replace and restore the premises, in which case this contract shall continue in full force and effect, or (b) terminate the contract as to the affected facility or facilities. In no event shall the University be required to make available an amount to repair or restore the premises in excess of any insurance proceeds available to the University. The University shall not be liable for any inconvenience or annoyance to the Contractor or injury to the business of Contractor resulting in any way from such damage or the repair or restoration thereof.

17. CONTRACTOR'S RESPONSE TO CASUALTIES, ACCIDENTS AND CLAIMS

The Contractor shall promptly investigate all accidents and claims for damage relating to the ownership, operation, and maintenance of the Concession Services Program and facilities. The Contractor shall report to Campus Security and the Contract Administrator any such incident that is material or any significant injuries, together, if applicable, with the estimated cost of repair or extent of damages thereof. Contractor agrees to cooperate fully with the University and any insurance carrier to the end that all claims will be properly investigated and defended. The Contractor shall prepare any and all reports required by any insurance company as a result of any such incident and shall submit to the Contract Administrator the paperwork concerning any material incident for approval prior to submission to any such insurance company.

18. INDEMNIFICATION

Contractor and University shall each be responsible for all claims or damages to persons or property to the extent such damages result from the negligent acts of its employees. The liability of University shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 et seq. NMSA 1978, as amended. Notwithstanding the foregoing, with respect to property damage, for which the parties maintain a system of coverage on their respective property, each party hereto waives its rights, and the rights of its subsidiaries and affiliates, to recover from the other party hereto and its subsidiaries and affiliates for loss or damage to such party's building, equipment, improvements and other property of every kind and description resulting from fire, explosion or other cause normally covered in standard broad form property insurance policies. This clause shall survive termination of the contract.

Any Damages paid by the Contractor shall not be considered a Cost of Operation. The University has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this contract. The University has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this contract. The Contractor shall immediately notify the Contract Administrator of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the contract and shall also immediately provide said note in writing. The University shall immediately notify the Contractor, in writing, of any claim or suit made or filed against the University regarding any matter resulting from or relating to the Contractor's obligations under the Contract. The Contractor will also cooperate, assist, and consult with the University in the defense or investigation of any claim, suit, or action made or filed against the University as a result of or relating to the Contractor's performance under this Contract.

In the event University has future contracts with suiteholders, University represents and covenants that it will require suiteholders, guests and invitees that drink alcohol to drink responsibly and that any such contracts with suiteholders will require all suiteholders to indemnify, and hold Contractor harmless, as well as release Contractor from any liability whatsoever based on the actions of the suiteholder and its guests and invitees.

19. RELEASE

The Contractor expressly releases the University from all liability for any destruction, damage to, loss or theft, of its equipment, supplies, raw food, or any other property on the Premises used by Contractor and for injury to any of its employees, except caused by the University's negligence.

20. INTENTIONALLY OMITTED.

21. SEVERABILITY

In the event any term or provision of this contract or any application to any person or circumstance shall be declared prohibited, invalid, or unenforceable to any extent in any jurisdiction, as determined by a court of competent jurisdiction, such term or provision shall, in that jurisdiction, be ineffective only to the extent of such prohibition, invalidity,

or unenforceability, or as applied to such persons or circumstances, without invalidating or rendering unenforceable the remaining term or provision hereof or affecting the validity or enforceability of such term or provision in any other jurisdiction or as to other persons or circumstances in such jurisdiction, unless such would effect a substantial deviation from the general intent and purpose of the parties or make a significant change in the economic effect of the contract on the party benefited by such term or provision.

22. SURVIVAL

The University and the Contractor agree that those obligations of the parties which by their terms require performance after termination or expiration of the contract, shall survive the termination or expiration of the contract.

23. SAFETY

All manufactured items and/or fabricated assemblies subject to operation under pressure or operation by connection to an electric source, which are furnished by the Contractor, shall be constructed and approved in a manner acceptable to the appropriate state inspector. This customarily requires the label or re-examination listing or identification marking of the appropriate safety organization, such as the American Society of Mechanical Engineers for pressure vessels; and the Underwriter's Laboratories and/or National Electrical Manufacturer's Association for electrically operated assemblies, where such approvals or listings have been established for the type(s) of devices offered and furnished. Further, all items furnished by the Contractor shall meet all requirements of the Occupational Safety and Health Act (OSHA).

24. LICENSE

This contract is a license only and is personal to Contractor and shall not be construed as conveying any interest whatsoever in or to the Premises and shall at no time be construed as being coupled with an interest so as to interfere with or prevent termination of this contract by the University. This contract shall not be recorded by Contractor in the chain of title for the Premises.

25. NOTICES

All legal notices required to be given by one party to the other hereunder shall be in writing and shall be addressed as follows:

If to the University:

University of New Mexico
Attn: Chief Procurement Officer
MSC 11240
1 University of New Mexico
Albuquerque, NM 87131-0001

If to the Contractor:

Andrew J. Lansing
President and CEO

Levy Restaurants
980 North Michigan Avenue
Suite 400
Chicago, Illinois 60611

With a copy to:

Michael T. Perlberg, Esq.
Senior Vice President/General Counsel
Levy Restaurants
980 North Michigan Avenue
Suite 400
Chicago, Illinois 60611

And

Contractor's Director of Operations at his/her offices in the
Athletic Facilities

26. ADMINISTRATION

The work to be accomplished under this contract shall be performed under the reasonable direction of the University's Contract Administrator.

27. REPRESENTATIONS

Each party to this contract represents and warrants to the other that it has full right, power, and authority to execute this contract.

28. INDEPENDENT CONTRACTOR

Contractor is and shall be an independent contractor for all purposes related to this contract. As such, neither Contractor nor any of its employees shall be entitled to any right or benefit applicable to University employees. Neither party nor any of their respective employees or independent contractors are authorized or empowered to act as agent for the other for any purpose related to this contract and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter, except as specifically defined herein and limited to the narrowest construction thereof. Neither shall be bound by the acts or conduct of the other.

* * * * *

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date herein below set forth.

**BY: LEVY PREMIUM FOODSERVICE
LIMITED PARTNERSHIP**
(Affix Corporate Seal)

980 N. Michigan Avenue, Suite 400
Address

Chicago, IL 60611
City, State, Zip Code

Michael T. Perlberg
Printed Name

Secretary of its General Partner
Title

April 4, 2016
Date

Krista Kawaguchi
Witness Authorized Signature

**REGENTS OF THE UNIVERSITY OF NEW MEXICO
FOR AND ON BEHALF OF
THE UNIVERSITY OF NEW MEXICO**

Printed Name

Signature

Title

Date

Printed Name

Signature

Title

Date

Attachment A: Investment

ATTACHMENT "A"

INVESTMENT

Contractor's Investment is intended to cover the following expenses:

Pre – Opening Expense Categories:

- Uniforms
- Travel
- Wages (hourly employees and management staff)
- Legal/Licenses
- Salaries and training (prior to opening day)
- Miscellaneous expenses that are necessary to pre-opening operations

Investment:

- China, glass and tableware;
- Serviceware
- Barware
- Chafing dishes;
- Smallwares; Up to One Hundred Fifty Thousand Dollars (\$150,000.00) of the Investment shall be used to purchase additional smallwares that Contractor deems necessary in good faith (in excess of the Par Stocks Smallwares Inventory) to upgrade presentation.
- Mobile buffet carts;
- Security systems;
- Fax machines;
- Copiers;
- Safe
- Lockers
- Office furniture;
- Dish racks;
- Utility carts;
- Telephones and telephone systems;
- AV equipment, i.e. TV's, cable and associated wiring, brackets;
- Furnishing and installation of all point of sale systems, including hardware, software, cable, conduit, associated electrical work, office computers, time clocks;
- Suite ordering and reservation systems;
- Point of Sale Systems;
- Truck / Utility Vehicles;
- Forklift;
- Scale;
- Information Systems;
- Work Stations;
- Portables, Carts, Kiosk units; and
- Kitchen / Production Equipment.

SCHEDULE 1
TO ATTACHMENT "A"

Preliminary Preopening & Investment Budget As of 3/29/2016	
Item	Cost
Smallwares	150,020.97
IT	190,000.00
Pre Open Mgmt	25,150.68
Pre Open Training	31,500.00
Pre Open Travel	10,250.00
Pre Open Uniforms	18,049.46
MISC - Refresh	325,029.00
TOTAL	750,000.12
Total Investment	750,000.00

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date herein below set forth.

BY: LEVY PREMIUM FOODSERVICE
LIMITED PARTNERSHIP
(Affix Corporate Seal)

980 N. Michigan Avenue, Suite 400
Address

Chicago, IL 60611

City, State, Zip Code

Michael T. Perlberg
Printed Name

Secretary of its General Partner
Title

April 4, 2016
Date

Krista Kawaguchi
Witness Authorized Signature

REGENTS OF THE UNIVERSITY OF NEW MEXICO
FOR AND ON BEHALF OF
THE UNIVERSITY OF NEW MEXICO

Brian D. Hutchins
Printed Name

Brian D. Hutchins
Signature

Deputy Athletic Director
Title

4/6/16
Date

Brian C. Cherrin
Printed Name

Brian C. Cherrin
Signature

CPO
Title

4/7/16
Date

Attachment A: Investment