

**FIRST AMENDMENT TO  
ATHLETIC FOOD CONCESSIONS AND CATERING SERVICES CONTRACT**

This First Amendment to the Athletic Food Concessions and Catering Services Contract (this "First Amendment") is entered into as of the \_\_\_ day of July, 2016, by and between the Regents of the University of New Mexico for and on behalf of University of New Mexico ("University"), and Compass Group USA, Inc. by and through its Levy Premium Foodservice Limited Partnership ("Contractor").

WITNESSETH:

WHEREAS, University and Contractor entered into a certain Athletic Food Concessions and Catering Services Contract, dated April 6, 2016 (the "Agreement"), under which University granted Contractor the right to provide exclusive Athletic Concessions and Catering Services for the athletic facilities at the University of New Mexico located in Albuquerque, New Mexico.

WHEREAS, University and Contractor desire to amend the Agreement as described below.

NOW THEREFORE, in consideration of the mutual covenants of the parties hereto, and upon the express terms and conditions hereinafter set forth, it is agreed by and between them as follows:

1. The chart in Article 5, Section 2.4 shall hereby be replaced in its entirety with the following chart:

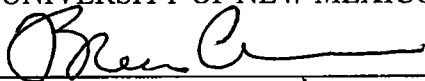
<u>Source of Gross Receipts</u>	<u>Amount of Gross Receipts</u>	<u>Percentage of Gross Receipts</u>
(i) Football Stadium Concessions	\$0.00 - \$500,000.00	32.5%
	all amounts in excess of \$500,000.00	37.5% (on the increment)
(ii) Basketball Arena Concessions	\$0.00 - \$500,000.00	35%
	\$500,000.01 - \$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 Beverage	\$0.00 - \$850,000.00	18%

	all amounts in excess of \$850,000.00	22% (on the increment)
(vi) New General Concessions Incremental Food and Beverage Type Sales	All	50%
(vii) Net receipts from Subcontractors	All	30%


2. In all other respects and except as specifically modified and amended herein, the Agreement shall continue in full force and effect as written and the parties hereto agree to be bound thereby. All terms capitalized herein shall have the meanings ascribed to them in the Agreement.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their respective duly authorized officers as of the day and year first above written.

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

  
By: Bruce Cherrin  
Its: CRD

LEVY PREMIUM FOODSERVICE LIMITED  
PARTNERSHIP

  
By: Michael T. Perther  
Its: Secretary of FPS 68