

AMENDMENT

THIS AMENDMENT, dated April 21, 2011, is between Williamson County ("County") with Premises located at Williamson County, Texas and Compass Group USA, Inc. by and through its Canteen Vending Services Division ("Contractor").

W I T N E S S E T H:

WHEREAS, County and Canteen are parties to a certain agreement, effective August 5, 2008 (the "Agreement"), whereby Canteen manages County's vending service operation and facilities;

WHEREAS, the parties now desire to amend the aforesaid Agreement;

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. The purpose of this Amendment is to renew the Agreement dated August 5, 2008. Pursuant to Section I Term and Renewal, Paragraph B Renewal of Agreement, the parties may mutually agree to renew the Agreement for an additional twelve (12) month term. The parties agree to renew the Agreement for an additional twelve (12) month term beginning effective October 1, 2010 and ending September 30, 2011.
2. Section III Compensation, Subsection A Payment, Number 1 shall be deleted and replaced with the following paragraph: "The Contractor will compensate the County with a commission of 14% of gross revenues after taxes (ex: \$1.00-\$0.08 sales tax = \$0.92 x 14% = \$0.13 commission) from the operation of said equipment and the sale of food and beverages. Such payments shall be made by the 10th day of each month for the previous month revenue."
3. The parties agree to the renewal prices set forth below, which are in compliance with Section III Compensation, Paragraph F Renewal Prices of the Agreement. The date in which the renewal prices shall take effect shall be the date of the last party's execution hereof.
4. Attachment 2 Master Vending List shall be revised to reflect pricing for Candy was Seventy Five Cents (\$0.75) and will now be Eighty Five Cents (\$0.85). Pricing for Pastry (including cookies, crackers, etc.) was Eighty Five Cents (\$0.85) and will now be One Dollar (\$1.00).
5. This Amendment is effective October 1, 2010, and thereafter, unless further amended thereafter. All capitalized terms used herein and not defined shall have the meanings attributed to them in the Agreement. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their duly authorized officers, all done the day and year first above written.

Williamson County, Texas

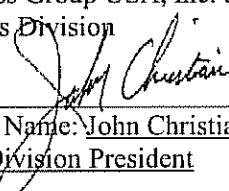
By: _____

Printed Name: Dan A. Gattis

Title: Williamson County Judge

Signature Date: _____

Compass Group USA, Inc. by and through its Canteen Vending
Services Division

By:  _____

Printed Name: John Christian

Title: Division President

Signature Date: 05-13-2011