

**FIRST AMENDMENT TO
BOOKSTORE OPERATING AGREEMENT**

This First Amendment ("Amendment") for a new vending machine is made as of December 6, 2017 ("Effective Date") between Las Positas College ("School") and Follett Higher Education Group, Inc., ("Follett").

WHEREAS: School and Follett are parties to a certain Agreement dated September 25, 2003.

WHEREAS: The parties desire to amend the Agreement in certain respects as more specifically set forth herein;

NOW, THEREFORE, intending to be legally bound, the parties agree to amend the Agreement, as follows by adding the following new Section 32 F.

32. F. Follett shall provide and install a vending machine at a mutually agreed upon on-campus site. Follett shall work with School to ensure that the machine shall have appropriate egress, and electrical needs. Follett shall be solely responsible for the maintenance/repair and stocking/inventory of the vending machine.

Vending machine sales shall be included Gross Revenue as defined in Section 8 of the Agreement."

In the event of a conflict between terms and conditions, this Amendment takes precedence over the Agreement and any prior Amendment(s). Except as specifically amended hereby, the Agreement shall continue in full force and effect in all respects.

IN WITNESS WHEREOF, School and Follett have caused this Amendment to be executed by their authorized officers as of the date first written above.

**FOLLETT HIGHER EDUCATION
GROUP, INC.**

LAS POSITAS COLLEGE

By: _____

By: _____

Name: Clay Wahl

Name: _____

Title: President

Title: _____

Date: _____

Date: _____