

RENEWAL AGREEMENT ONE

This FOOD SERVICE RENEWAL AGREEMENT ONE is made as of March 15, 2016 by COMPASS GROUP USA, INC., by and through its Chartwells Division ("Chartwells"), and the LA CANADA UNIFIED SCHOOL DISTRICT (the "School Food Authority" or "SFA") (individually, the "Party" and collectively, the "Parties").

WHEREAS, the La Canada Unified School District and Chartwells are parties to a certain food service agreement, dated June 11th, 2015 (the "Agreement"), pursuant to which Chartwells manages the Client's food service operation and facilities; and

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

1. Section II. A. Term. The Agreement is amended by deleting the first sentence of Section II. A. and replacing it with the following:

II. A. Term. The term of this Agreement shall be for one (1) year beginning on July 1st, 2016 and continuing until June 30th, 2017 ("Term") unless terminated by either party as hereinafter provided. The Parties may by mutual agreement renew this Agreement for up to three (3) successive one (1) year renewal periods.
2. Exhibit B. Exhibit B of the Agreement is amended by deleting the rate of \$1.9059 per billable meal and replacing it with \$1.958 per billable meal. This reflects the CPI increase of 2.735%.
3. 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.

La Canada Unified School District

**Compass Group USA, Inc., by and
through its Chartwells division**

By: _____

By: _____

Name: _____

Name: Rhonna Cass

Its: _____

Its: President - Schools

Date: _____

Date: _____