

THIRD AMENDMENT TO CONTRACT FOR CONCESSIONAIRE SERVICES

This THIRD AMENDMENT TO CONTRACT FOR CONCESSIONAIRE SERVICES ("Agreement") is entered as of the date of the last signatures to this Agreement ("Effective Date"), by and between **WICHITA STATE UNIVERSITY INTERCOLLEGIATE ATHLETIC ASSOCIATION, INC.**, an affiliated corporation of Wichita State University (hereinafter "ICAA") and **WICHITA VENDING COMPANY, INC.**, and its employees, subsidiaries and affiliates, doing business at 8225 W. Irving, Wichita, Kansas 67209 (hereinafter "CONCESSIONAIRE"), referred individually as "party" and collectively as "parties."

WHEREAS, ICAA entered into a Contract for Concessionaire Services on February 6, 2003, with Wichita Canteen Company, Inc. ("the Agreement"); and

WHEREAS, ICAA and Wichita Canteen Company, Inc. entered into a First Amendment to the Agreement on November 6, 2007 ("First Amendment"); and

WHEREAS, on March 9, 2012, Wichita Canteen Company, Inc. sold its company and assigned all its contracts to CONCESSIONAIRE; and

WHEREAS, the Parties entered into a Second Amendment to the Agreement on November 6, 2012 ("Second Amendment");

WHEREAS, ICAA and CONCESSIONAIRE now wish to modify the Agreement and all amendments according to the terms of this Third Amendment;

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, ICAA and CONCESSIONAIRE agree as follows:

1. **Definitions.**

- a. The Parties agree that the terms "Contract" and "Original Agreement," as used interchangeably throughout the Contract for CONCESSIONAIRE Services, First Amendment and Second Amendment shall mean the document executed on February 6, 2003, which shall hereinafter be referred to as "Agreement."
- b. The Parties agree that the terms "WSU-ICAA" and "ICAA," as used interchangeably throughout the Agreement, First Amendment and Second Amendment shall mean the Wichita State University Intercollegiate Athletic Association, Inc., which shall hereinafter be referred to as "ICAA."

2. **Incorporation of Terms.** The Agreement and the First and Second Amendments are fully incorporated herein as if reproduced below. This Third Amendment, the Agreement, and the First and Second Amendments constitute the entire agreement between the parties pertaining to its subject matter, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties hereto with respect to such subject matter. In the event of a conflict in terms among the agreements between the parties, the terms of this Third Amendment will control.

3. **Modifications.** The parties agree to amend the Agreement, as previously amended, as follows:

A. **Paragraph 1, as amended by the First and Second Amendment, is deleted and replaced in its entirety with the following:**

ICAA hereby grants to CONCESSIONAIRE the exclusive right and privilege, except as otherwise herein provided, of operating concession stands for the sale of food, beverage, and other approved items at Charles Koch Arena, Eck Stadium/Home of Tyler Field, Cessna Stadium, Wilkins Stadium, and as designated (hereinafter "Stadiums") for the period beginning January 1, 2003, and ending June 30, 2025.

B. Paragraph 2(D) is deleted and replaced in its entirety with the following:

During the term of this Agreement, should ICAA be forced to convey to CONCESSIONAIRE a notice of noncompliance, the above conditions (A, B, and C) will apply to the first two incidents. If a third notice is required, ICAA shall have the right to terminate this Agreement and all rights herein without CONCESSIONAIRE's right of cure by sending a written notice of immediate termination to CONCESSIONAIRE. The parties agree that the notice(s) of noncompliance do not have to stem from the same instance of noncompliance; rather, each instance of noncompliance may be a separate and distinct instance. Upon such immediate termination, ICAA shall determine a termination schedule and provide CONCESSIONAIRE with a copy of the same.

C. Paragraph 2 is amended to add the following subparagraph E:

E. Notwithstanding the foregoing, the parties agree that each of the following instances shall constitute an extraordinary breach of this Agreement and shall be grounds for immediate termination by ICAA, without CONCESSIONAIRE's right to cure: (1) suspension, revocation or lapse of CONCESSIONAIRE's Liquor License(s); (2) CONCESSIONAIRE's failure to obtain a subcontractor, as required by Paragraph 37; (3) CONCESSIONAIRE's failure to obtain and/or maintain insurance as required hereunder; and (4) CONCESSIONAIRE's failure to obtain and/or maintain PCI DSS compliance. Such termination will be without penalty to ICAA. Upon such immediate termination, ICAA shall determine a termination schedule and provide CONCESSIONAIRE with a copy of the same.

D. Paragraph 3, as amended by the Second Amendment, is deleted and replaced in its entirety with the following:

CONCESSIONAIRE agrees to pay to ICAA the following compensation: 42% of monthly Gross Sales ("Monthly Commission").

It is understood and agreed that the term "Gross Sales" shall be interpreted to mean the sum total of all amounts paid by Stadium customers, whether by cash or credit, to CONCESSIONAIRE, CONCESSIONAIRE's sales people, vendors, other employees or mechanical vendors, regardless of when collected, including all sales taxes. The parties understand and agree that the calculation of Gross Sales shall be exclusive of any Vendor Loss. For purposes of this Agreement, Vendor Loss shall include, but is not limited to theft, fraud or embezzlement by CONCESSIONAIRE's employees or any third party.

CONCESSIONAIRE, with the approval and authorization of ICAA, may introduce different specialty items for sale and agrees to pay Monthly Commission on these specialty items at a rate of 30%.

CONCESSIONAIRE, with the approval and authorization of ICAA, may subcontract with other vendors and shall pay to ICAA 42% of all Net Subcontractor Sales. For purposes of this Agreement, the parties agree that "Net Subcontractor Sales" shall mean Subcontractor Gross Sales less only Sales Tax (as that term is defined herein) and other direct taxes imposed.

In consideration of its exclusive operation of the ICAA concessions, beginning on July 1, 2012, or the date mutually agreed to by the parties, CONCESSIONAIRE shall remit to ICAA for the term of this Agreement, on or before the tenth (10th) day of each month, the Monthly Commission calculated from the Gross Sales made in the month immediately preceding the payment due date. Checks shall be made payable to the Wichita State University Intercollegiate Athletic Association, Inc. and delivered to the Director of Intercollegiate Athletics ("Director") or his or her designee, at a place determined by the Director. All such payments shall be accompanied by a duplicate statement showing detailed receipts as prescribed herein. Any late payments shall be subject to a late payment fee of 1.5% of the monthly payment due.

E. Paragraph 10 is amended to add the following:

CONCESSIONAIRE agrees to provide, at its sole cost and expense, all lids and straws needed for the concessions operations.

F. Paragraph 12, as amended by the First Amendment and the Second Amendment is deleted and replaced in its entirety with the following:

CONCESSIONAIRE agrees to participate in and continue to provide promotional concepts, as discussed and agreed with ICAA. These promotional concepts shall include, but not be limited to, those set forth on Exhibit A, which is attached hereto and incorporated herein. The parties agree that they may mutually agree to additional promotional concepts during the duration of this Agreement.

G. Paragraph 16 is deleted and replaced in its entirety with the following:

CONCESSIONAIRE will comply with all laws and regulations regarding taxes, licenses and permits and must obtain and maintain all required licenses and permits needed for the concession services for the duration of this Agreement. CONCESSIONAIRE shall be responsible for collecting and remitting all Sales Tax to the appropriate authorities. For purposes of this Agreement, "Sales Tax" shall mean tax on sales, excise taxes or value-added taxes assessed against CONCESSIONAIRE's Gross Sales.

H. Paragraph 17 is deleted in its entirety and replaced with the following:

CONCESSIONAIRE shall indemnify, hold harmless and defend ICAA, Wichita State University, their affiliated corporations, and each of their respective trustees, directors, officers, employees, and agents ("Releasees"), from and against any and all loss, damage or liability resulting from demands, claims, suits, or actions of any character presented or brought for any injuries or illnesses, including death, to persons or for damages to property caused by or arising out of any negligent (including strict liability), wanton, reckless, or intentional act or omission of CONCESSIONAIRE, any of its contractors, subcontractors, invitees, guests, employees, participants, or agents, or which otherwise arises out of, relates to, or is attributable to, CONCESSIONAIRE's services under this Agreement, including Alcoholic Beverage Services, and use of ICAA or Wichita State University facilities, equipment, or premises. This indemnity shall apply whether the same is caused by or arises out of the joint, concurrent, or contributory negligence of any person or entity. The foregoing indemnity shall include, but not be limited to, court costs, attorney's fees, costs of investigation, costs of defense, settlements, and judgments associated with such demands, claims, suits or actions.

I. Paragraph 18 is deleted in its entirety and replaced with the following:

CONCESSIONAIRE understands that Pepsi Bottling Group of Kansas has an exclusive "pouring rights" beverage agreement for University premises, including the Stadiums, until June 30, 2020. Procurement of the products defined in the beverage agreement shall be CONCESSIONAIRE's responsibility. The Parties understand and agree that ICAA or Wichita State University may enter into subsequent beverage agreements during the term of this Agreement. CONCESSIONAIRE agrees to abide by any such exclusive pouring rights as may exist in any future beverage agreement.

ICAA agrees to take into consideration any of CONCESSIONAIRE's national pricing contracts existing as of the time that ICAA enters into negotiations for future beverage agreements and will attempt to negotiate pricing in those future beverage agreements that is not higher than CONCESSIONAIRE's then-existing national pricing contracts. Notwithstanding the foregoing, ICAA does not make any guarantees that its future beverage agreements will contain pricing that is the same or less than CONCESSIONAIRE's then-existing national pricing contracts.

- J. **Paragraph 19, as amended by the First and Second Amendments, is amended to insert the following language:**

In consideration for extending the term of this Agreement, CONCESSIONAIRE shall pay to ICAA NINETY THOUSAND DOLLARS and no/cents (\$90,000.00), payable upon execution of this Third Amendment.

- K. **Paragraph 20 is deleted in its entirety and replaced with the following:**

CONCESSIONAIRE agrees that all equipment and property owned or furnished by ICAA ("ICAA Equipment") shall be returned at the expiration date of this Agreement in as good of condition as when received by CONCESSIONAIRE, ordinary wear and tear excepted. CONCESSIONAIRE will maintain ICAA Equipment at its own expense.

CONCESSIONAIRE agrees that any and all equipment purchased or improvements made, capital or otherwise, for and to the Stadiums, becomes property of ICAA immediately upon its purchase or completion.

- L. **Paragraph 21 is deleted in its entirety and replaced with the following:**

CONCESSIONAIRE agrees to furnish adequate, modern equipment in the Stadiums. CONCESSIONAIRE is responsible for providing any vehicle or transportation required to perform concession operations. CONCESSIONAIRE must also provide its own forklift, pallet racks, and material transfer carts and trailers.

CONCESSIONAIRE agrees to add a third fryer unit in one of the concession areas in Charles Koch Arena by November 1, 2018.

CONCESSIONAIRE agrees to be responsible, at its sole cost and expense, for semi-annual fire suppression system inspections on all existing and future fryer hoods at the Stadiums.

- M. **Paragraph 29 is deleted in its entirety and replaced with the following:**

CONCESSIONAIRE must procure and maintain, at CONCESSIONAIRE's expense, during any and all terms of this Agreement, the insurance and bonds described herein. Insurance and bonds must be with a company or companies qualified to do business in Kansas, as acceptable to ICAA, and written on the standard approved certification forms. CONCESSIONAIRE must furnish a certificate showing that such insurance upon execution of this Third Amendment and no less than annually thereafter.

All insurance policies must name ICAA and Wichita State University, their trustees, officers, employees, and agents as additional insureds with respect to claims, demands, suits, judgments, costs, charges, and expenses arising out of, or in connection with, any loss, damage, or injury resulting from the negligence or other fault of CONCESSIONAIRE, its agents, representatives, and employees. All insurance policies must require at least thirty (30) days' written notice to ICAA before cancellation or expiration.

CONCESSIONAIRE must grant to ICAA and Wichita State University a waiver of any right to subrogation which any insurer of CONCESSIONAIRE may acquire against ICAA or Wichita State University by virtue of the payment of any loss under insurance required hereunder. CONCESSIONAIRE must agree to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not ICAA and Wichita State University have received a waiver of subrogation endorsement from the insurer.

All policies set forth herein shall be primary and noncontributory insurance ahead of any insurance carried by ICAA or Wichita State University. If any of the insurance policies required include deductibles or self-insured retention, satisfaction of the deductibles or self-insured retention shall be CONCESSIONAIRE's sole responsibility. CONCESSIONAIRE agrees to indemnify ICAA and

Wichita State University, their trustees, officers, employees, and agents for any loss, claim or expense suffered by ICAA or Wichita State University due to CONCESSIONAIRE's failure to be insured.

CONCESSIONAIRE must furnish certificates of insurance to ICAA in the following minimum limits prior to execution of this Third Amendment:

- A. Comprehensive General Liability Insurance. CONCESSIONAIRE shall maintain comprehensive general liability insurance with limits not less than \$1,000,000 for each occurrence involving bodily injury and property damage and a general aggregate of \$3,000,000. Such coverage must include: premises operations broad form property damage, completed operations, independent contractors, and contractual and products liability.
- B. Comprehensive Automobile Liability Insurance. CONCESSIONAIRE shall maintain comprehensive automobile liability insurance with limits not less than \$500,000 for bodily injury and property damage combined, and must cover all owned, non-owned or hired vehicles of CONCESSIONAIRE.
- C. Worker's Compensation Insurance. CONCESSIONAIRE shall maintain worker's compensation insurance as required by Kansas law.
- D. Property Insurance (ICAA/WSU Property). CONCESSIONAIRE shall maintain insurance in an amount of not less than \$500,000 to cover all sums, which CONCESSIONAIRE will legally be liable to pay by reason of liability for damages to or destruction of ICAA or Wichita State University property, including the loss of use thereof.
- E. Property Insurance (CONCESSIONAIRE Property). CONCESSIONAIRE shall maintain insurance, including fire and extended coverage insurance, for the full insurable value of CONCESSIONAIRE's merchandise, trade fixtures, furnishings, operating equipment and personal property.
- F. Liquor Liability Insurance. CONCESSIONAIRE shall maintain liquor liability insurance with limits of not less than one million dollars (\$1,000,000) for each instance and one million dollars (\$1,000,000) general aggregate.
- G. Umbrella Coverage. CONCESSIONAIRE shall maintain excess umbrella coverage in an amount of not less than ten million dollars (\$10,000,000) for each occurrence and ten million dollars (\$10,000,000) general aggregate. Such umbrella insurance shall apply in excess over all limits and coverages noted herein and must follow form of all underlying policies. Under no circumstances shall the umbrella coverage include any exclusions of coverage.

N. **New Paragraph 35 is added to state the following:**

CONCESSIONAIRE agrees to pursue branding of selected stands in Charles Koch Arena in order to incorporate different and new menu options. CONCESSIONAIRE shall complete, at its sole cost and expense, any necessary or required capital investment to change the exterior look of those stands.

CONCESSIONAIRE agrees to create combination "combo meal" options from CONCESSIONAIRE's existing menu items in order provide patrons with price value alternatives.

Any such combo meal options, and subsequent changes thereto, shall require the approval of ICAA prior to being offered for sale to the general public.

O. **New Paragraph 36 is added to state the following:**

CONCESSIONAIRE, at its sole cost and expense, shall implement a fully functioning in-seat purchase option for Charles Koch Arena no later than June 1, 2019.

P. **New Paragraph 37 is added to state the following:**

A. **Definitions.** For purposes of this Agreement, the following terms shall be defined as follows:

- “Alcoholic Beverage(s)” means spirits, wine and beer as those terms are defined under K.S.A. 41-102, as may be amended from time to time.
- “Licensed Venue(s)” means those premises designated in a valid Liquor License issued by the State of Kansas and any other applicable governmental body that have been pre-approved by ICAA for the sale and service of Alcoholic Beverages.
- “Liquor License(s)” shall mean all liquor licenses, permits and any other privileges required for the lawful sale and service of Alcoholic Beverages at the Licensed Venues.

B. **Alcoholic Beverage Service Generally.** Beginning July 1, 2018, CONCESSIONAIRE shall be permitted to sell Alcoholic Beverages at the Stadiums (“Alcoholic Beverage Service”). Such permission is granted at ICAA’s sole discretion and may be amended or revoked at any time and for any reason, without penalty to ICAA. The following shall require prior approval of ICAA: (1) the type of Liquor License obtained by CONCESSIONAIRE for each Stadium; (2) Alcoholic Beverage offerings, brand preferences, prices, and portions; (3) types of functions and/or events during which Alcoholic Beverages may be sold; (4) Stadiums at which Alcoholic Beverages may be sold, even if CONCESSIONAIRE obtains and/or maintains a Liquor License for that Stadium; (5) hours during which Alcoholic Beverages may be sold; (6) the number of Alcoholic Beverages which may be offered for sale to an individual customer; and (7) Alcoholic Beverage cup sizes and methods of disbursement. Such decisions shall be made in accordance with Kansas law and applicable policy and in the best interest of ICAA and Wichita State University.

CONCESSIONAIRE shall be responsible for all aspects of Alcoholic Beverage Service including, but not limited to: (1) purchase of and payment for all Alcoholic Beverages to be sold by CONCESSIONAIRE; (2) receiving, storage and inventory of Alcoholic Beverages; (3) security of Alcoholic Beverages, both during times of Alcoholic Beverage Service and otherwise; and (4) determination of inventory levels and reorder quantities of Alcoholic Beverages.

C. **Hours of Sale.** On each July 1 during the term of this Agreement, ICAA shall provide to CONCESSIONAIRE the hours during which Alcoholic Beverages may be sold at each Stadium (“Alcohol Service Hours”). Such Alcohol Service Hours are subject to change at any time and for any reason at ICAA’s sole discretion.

D. **Compliance with Laws and Policies.** CONCESSIONAIRE shall promptly comply with and faithfully observe all federal, state, county and municipal laws, ordinances, regulations, orders or directions governing its sale or service of Alcoholic Beverages. Additionally, CONCESSIONAIRE shall abide by all rules, regulations, and directives prescribed by ICAA, Wichita State University, the Kansas Board of Regents, or the NCAA regarding Alcoholic Beverage Service.

E. **Licenses and Permits.** CONCESSIONAIRE shall, at its own expense, secure and maintain all Liquor Licenses required for lawful Alcoholic Beverage Service during all Terms of this Agreement. CONCESSIONAIRE shall provide proof of valid Liquor Licenses immediately upon obtaining such Liquor Licenses, but in no event later than ten (10) business days after such Liquor Licenses are issued, without further demand from ICAA. CONCESSIONAIRE’s

obligation to provide proof of valid Liquor Licenses to ICAA, without demand from ICAA, shall remain throughout any and all terms of this Agreement and shall apply to any newly-issued Liquor Licenses or any renewals of existing Liquor Licenses.

CONCESSIONAIRE shall notify ICAA, in writing, at least thirty (30) days before it applies for a new Liquor License or renewal of an existing Liquor License for the Stadiums.

- F. **Training and Supervision.** CONCESSIONAIRE shall at all times exercise prudent, reasonable and experienced judgment in the sale and service of Alcoholic Beverages in the Licensed Venues. CONCESSIONAIRE warrants and represents that it shall utilize only qualified and supervised personnel with training and experience in the sale and service of Alcoholic Beverages. CONCESSIONAIRE shall require its employees to attend training regarding the sale and service of Alcoholic Beverages on an annual basis during the term of this Agreement. Such training shall, at a minimum, include an overview of Kansas liquor laws and regulations. CONCESSIONAIRE shall provide proof to ICAA annually on July 1 during the term of this Agreement that its employees have completed the required training.
- G. **Service of Alcohol.** ICAA shall have the right to prohibit the sale or service of Alcoholic Beverages inside any Stadium or Licensed Venue at any time when ICAA determines, in its sole discretion, the provision of Alcoholic Beverages is not in ICAA's best interest or the best interest of Wichita State University.
- H. **Proceedings Regarding Licenses and/or Permits for the Sale of Alcoholic Beverages.** CONCESSIONAIRE shall advise ICAA in writing immediately, but in no event later than one (1) business day from the day CONCESSIONAIRE knows or should have known, of any pending or threatened actions against it which could result in the suspension or revocation of any Liquor License. In the event of the suspension or revocation of any such Liquor License, and if such suspension or revocation shall not be stayed or appealed in a manner that will permit CONCESSIONAIRE to continue to satisfy its obligations hereunder regarding Alcoholic Beverage Service, CONCESSIONAIRE shall secure a subcontractor, at CONCESSIONAIRE's sole cost and expense (without financial or other effect on or to ICAA), authorized to sell Alcoholic Beverages as provided herein. In the alternative, ICAA may secure a subcontractor, at CONCESSIONAIRE's sole cost and expense (without financial or other effect on or to ICAA), to provide Alcoholic Beverage Service. Upon restoration of CONCESSIONAIRE's Liquor License(s) so that it can satisfy its obligations hereunder, CONCESSIONAIRE shall resume Alcoholic Beverage Service, and the services of the subcontractor(s) shall be terminated. CONCESSIONAIRE shall not be entitled to any portion of the Gross Sales generated by any such subcontractor, nor shall CONCESSIONAIRE be entitled to compensation or consideration of any kind for any such temporary suspension.
- I. **Refusal of Service.** The decision to refuse Alcoholic Beverage Service to any individual shall be at the sole discretion of CONCESSIONAIRE.
- J. **Identification of Customers.** It shall be CONCESSIONAIRE's obligation and responsibility to ensure that any and all sales of Alcoholic Beverages made are made to those allowed to purchase such Alcoholic Beverages pursuant to the laws of the State of Kansas and the policies of ICAA, Wichita State University, the Kansas Board of Regents, and the NCAA. This shall include, but is not limited to, proof of age.
- K. **Food Service.** At all times during the Alcohol Service Hours, CONCESSIONAIRE will provide food service in amounts sufficient for all attendees at an event taking place at the Licensed Venue.
- L. **Surrender of Liquor Licenses.** Upon the expiration or earlier termination of this Agreement, CONCESSIONAIRE shall surrender all Liquor Licenses for the Licensed Venues and provide proof to ICAA of such surrender.

M. **Improvements; Equipment.** CONCESSIONAIRE agrees to make, at its sole cost and expense, any and all necessary capital investments in the Stadium(s), including but not limited to modifications to Stadium bar carts or concession windows, for Alcoholic Beverage Services.

Q. **New Paragraph 38 is added to state the following:**

PCI Requirements.

- A. CONCESSIONAIRE agrees to handle data and other information generated from financial transactions involving ICAA and WSU community ("Data") according to Payment Card Industry Data Security Standards ("PCI DSS"). CONCESSIONAIRE acknowledges it is responsible for the security of cardholder data it possesses or otherwise stores, processes, or transmits on behalf of ICAA, or to the extent that CONCESSIONAIRE could impact the security of ICAA's or WSU's Data environment.
- B. CONCESSIONAIRE certifies that it is PCI DSS compliant for all the services that are covered in this Agreement. As evidence of compliance, CONCESSIONAIRE will provide, on or before the Effective Date, a current Attestation of Compliance. Additionally, CONCESSIONAIRE will provide evidence of compliance within ten (10) days after each anniversary of the Effective Date during the Term of this Agreement.
- C. If at any time during the Term of this Agreement, CONCESSIONAIRE has any change in its PCI DSS certification or compliance status and/or other material payment card industry standards, it will promptly notify ICAA. CONCESSIONAIRE will immediately provide ICAA with the steps being taken to remediate the non-compliant status.
- D. Failure to maintain PCI DSS compliance shall be a breach of this Agreement and ICAA may, at its sole discretion, terminate this Agreement if CONCESSIONAIRE does not become PCI DSS compliant within thirty (30) days.
- E. All service providers that CONCESSIONAIRE uses to perform services under the Agreement shall be PCI DSS compliant. CONCESSIONAIRE further agrees to exercise reasonable due diligence to ensure that all of its service providers, agents, business partners, contractors, subcontractors and any person or entity that may have access to Data under this Agreement maintain PCI DSS compliance and comply in full with the PCI DSS Compliance terms and conditions.
- F. In addition to PCI DSS compliance, CONCESSIONAIRE shall comply with all other applicable payment card-related rules and requirements, including the security rules and requirements of acquiring banks, and the applicable payment card brands.
- G. CONCESSIONAIRE will give immediate notice to ICAA of any actual or suspected unauthorized disclosure of, access to, or other breach (collectively "Breach") of Data. CONCESSIONAIRE will cooperate with representatives or agents of ICAA, WSU, and/or payment card industry in conducting a thorough security review of CONCESSIONAIRE's operations, systems, records, procedures, rules and practices. CONCESSIONAIRE will not alter or destroy any Breach-related records and will maintain complete and accurate record documentation. CONCESSIONAIRE agrees all costs, including but not limited to engagement of forensic investigators, related to Breach of Data entrusted to CONCESSIONAIRE shall be the liability of CONCESSIONAIRE. CONCESSIONAIRE agrees to comply with all applicable breach notification laws and assume responsibility for the notification of individuals. CONCESSIONAIRE agrees all notification costs related to Breach of Data entrusted to CONCESSIONAIRE shall be the liability of CONCESSIONAIRE. CONCESSIONAIRE agrees to indemnify, defend, and hold harmless ICAA and WSU, their employees and agents,

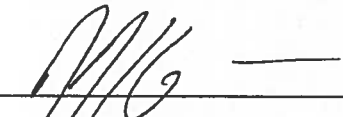
against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related expenses incurred due to a Breach.

- H. CONCESSIONAIRE has no property interest in any Data it receives from or stores on behalf of ICAA or WSU.
- I. CONCESSIONAIRE shall continue to safeguard Data in the event this Agreement terminates or expires.

IN WITNESS WHEREOF, CONCESSIONAIRE and ICAA have caused this Third Amendment to be executed by their duly authorized representatives as of the date set forth above.

WICHITA VENDING COMPANY, INC.
"CONCESSIONAIRE"

WICHITA STATE UNIVERSITY
INTERCOLLEGIATE ATHLETIC
ASSOCIATION, INC.
"ICAA"

By: 
Name: Joseph J. Hemmelgarn
Title: President
Dated: 8-24-18

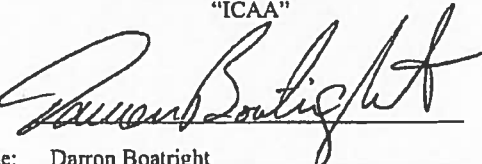
By: 
Name: Darron Boatright
Title: Director of Athletics
Dated: 8-22-18

EXHIBIT A
PROMOTIONAL CONCEPTS

Concessionaire shall offer the following promotional concepts during the duration of this Agreement:

1. **Complimentary popcorn.** Concessionaire will provide complimentary popcorn during one mutually agreed upon game of each of the following sports during each season for the duration of this Agreement: (a) Women's Basketball, (b) Men's Baseball, (c) Women's Softball and (d) Women's Volleyball. Complimentary popcorn will be offered at the beginning of the selected games. ICAA agrees to assist in distributing the popcorn. Notwithstanding the foregoing, if the parties are unable to mutually agree upon the game during which complimentary popcorn will be distributed, ICAA shall have, in its sole discretion, the right to determine the game during which complimentary popcorn will be distributed.
2. **\$.50 hot dog night.** Concessionaire will offer one \$.50 hot dog night during Men's Baseball. The parties agree that sales of the \$.50 hot dog only shall not be included in Gross Sales.
3. **Easter promotion.** Concessionaire will provide candy during the Easter promotion.
4. **Family night.** Concessionaire will sponsor, at its sole expense and at no charge or financial obligation to ICAA, two (2) mutually agreed upon family nights during the seasons of each of the following sports for the duration of this Agreement: (a) Women's Basketball, (b) Men's Baseball, (c) Women's Softball, and (d) Women's Volleyball. The parties agree that this promotion will consist of a hot dog, small popcorn, and small fountain drink. Notwithstanding the foregoing, if the parties are unable to mutually agree upon the dates for family nights, ICAA shall have, in its sole discretion, the right to determine the dates for family nights.
5. **Tailgate party.** Concessionaire will plan a tailgate party prior to the start of a Men's Baseball game. Concessionaire will bring its cookers to the Eck Stadium parking lot and cook to order burgers, brats, and hot dogs. Concessionaire will also offer bundled meal pricing options during this promotion.