

## FIRST AMENDMENT

This First Amendment (the "**First Amendment**"), made and entered into on October 17, 2014 by and between BCI Coca-Cola Bottling Company of Los Angeles d/b/a Coca-Cola Bottling Company of Southern California, (the "**Sponsor**") and Desert Community College District Auxiliary, a not-for-profit corporation incorporated under the laws of the State of California, on behalf of College of the Desert (the "**Auxiliary**") amends that certain Sponsorship Agreement made effective as of November 1, 2008 (the "**Agreement**"). All capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

### WITNESSETH:

WHEREAS, the parties to the Agreement desire to amend certain Agreement terms and conditions.

NOW THEREFORE, in consideration of the promises made herein, the parties hereto agree as follows:

- A. The parties hereby agree to extend the Term of the Agreement for an additional eight (8) months, beginning November 1, 2014 and ending June 30, 2015 (the Extended Term").
- B. During such Extended Term, the following will be paid by Sponsor.

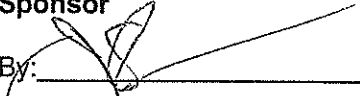
#### **Variable Sponsorship Fee for Extended Term**

Sponsor will provide a Variable Sponsorship Fee for Extended Term in the amount of \$2.81 for each standard physical case of Bottle/Can purchased by Auxiliary. Funding will be payable to Customer at the end of Extended Term. This is the only consideration that will be paid to the Customer during the Extended Term.

- C. Except as modified herein, all other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between this First Amendment and the Agreement, this First Amendment shall control. Each party represents, warrants and covenants to the other as follows:
  1. Authority. It has full power and authority to enter into this First Amendment and to grant and convey the rights set forth herein.
  2. Binding Obligation. All necessary approvals for the execution, delivery and performance of this First Amendment by it have been obtained, and this First Amendment has been duly executed and delivered by it and constitutes the legal and binding obligation of it enforceable in accordance with its terms.

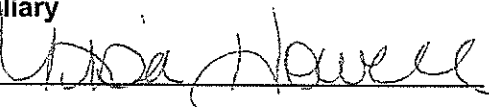
**IN WITNESS WHEREOF**, the undersigned have caused this First Amendment to be duly executed as of the date first above written.

**Sponsor**

By:  \_\_\_\_\_

Jim Lactoben  
West Region - VP Sales, FSOP  
3 Park Plaza, Suite 600  
Irvine, CA 92614

**Auxiliary**

By:  \_\_\_\_\_

Lisa Howell  
VP, Administrative Services  
College of the Desert Auxiliary Services  
43-500 Monterey Avenue  
Palm Desert, CA 92260  
(760) 674-7625  
lihowell@collegeofthedesert.edu

Date: 11.12.2014

Date: 10/10/14