

AMENDING
ADDENDUM

THIS AMENDMENT (this "***Amendment***") effective as of October 1, 2018 (the "***Effective Date***") by and between **BOTTLING GROUP, LLC**, a Delaware limited liability company, and its affiliates and/or their respective subsidiaries collectively comprising Pepsi Beverages Company, with an office located at 1111 Westchester Avenue, White Plains, NY 10604 ("***Pepsi***") and Norman Municipal Authority and City of Norman, Parks and Recreation Department, with its principal place of business at 201 W. Gray, Norman, OK 73070 (collectively the "**Customer**").

WHEREAS, Pepsi and the Customer are parties to the PepsiCo Distributor Partnership Beverage Agreement C commencing on October 1, 2018 (the "***Agreement***"); and

WHEREAS, Pepsi and the Customer wish to modify certain terms of the Agreement and memorialize the same in writing.

NOW, THEREFORE, in consideration of these premises and the covenants herein contained, it is hereby agreed that, as of the Effective Date, the Agreement is hereby amended as set forth below. As used in this Amendment, capitalized terms defined in the Agreement and not otherwise defined in this Amendment, shall have the respective meanings assigned thereto in the Agreement.

1. Section 1.g of the Agreement is hereby deleted in its entirety and replaced with the following language:

“g “Term” The term of this Agreement shall be for the period commencing on the Agreement Start Date and expiring on the Agreement End Date as indicated on the front page and/or “Volume Based Term” section of this Agreement, unless sooner terminated or extended as provided herein, and subject to the City of Norman appropriation, this Agreement shall automatically renew for successive one (1) year periods unless contrary written notice is provided by one party to the other not less than 90 days prior to the end of the initial term or any renewal period. Any renewals shall be under the same terms and conditions, except that Customer shall not be entitled to receive any consideration identified as “one-time” or upfront for any renewal periods. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise available by any means whatsoever in any fiscal period hereunder, Customer will immediately notify Pepsi or its assignee of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which the appropriations were received without penalty or expense to Customer of any kind whatsoever, except (i) as to the portions of the Postmix Products and Packaged Products purchases herein agreed upon for which funds shall have been appropriated and budgeted or otherwise available; (ii) the return of the Equipment to Pepsi; and (iii) reimbursement to Pepsi of the unearned portion of the Development Funds and any other annual funds paid in the Year in which the Agreement is so terminated. In the event of such termination, Customer agrees to peaceably surrender possession of the Postmix Products and Packaged Products and any equipment to Pepsi on the date of termination and that Pepsi shall have all legal and equitable rights and remedies to take possession of any unpaid Postmix Products, Packaged Products and all of its Equipment. Upon such termination and at any time thereafter, Pepsi may enter any premises with or without legal process where the unpaid Postmix Products, Packaged Products and any Equipment may be and take possession thereof. This provision shall not be construed as to permit Customer to terminate this Agreement in order to acquire similar or competitive products or equipment from another party or manufacturer or to allocate funds to directly or indirectly perform essentially the same functions for which this Agreement is intended. Customer warrants that it has adequate funds to meet its obligations hereunder during its current fiscal appropriation period”

2. The locations subject to this Agreement for the Customer are as follows:

Norman Municipal Authority: Westwood Golf Court Grill & Westwood Family Aquatic Center

City of Norman, Parks and Recreation Department: Little Axe Community Center, Irving Recreation Center, Twelfth Avenue Recreation Center, Senior Center, and Whittier Recreation Center

3. Each party represents and warrants to the other that it has the authority to enter into and perform under this Amendment; and that the execution and performance under this Amendment will not violate any agreements with, or rights of, any third party. This Amendment may be amended or modified only by a writing signed by each of the parties.

4. Except as may be expressly set forth herein, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Pepsi and the Customer have caused this Amendment to be executed by the authorized persons set forth below.

Contract K-1819-105

DATED this _____ day of _____, 2019.

BOTTLING GROUP, INC.:

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Title: _____

NORMAN MUNICIPAL AUTHORITY:

By: _____

Lynne Miller, Chair

ATTEST:

By: _____

Brenda Hall, City Clerk

CITY OF NORMAN (Parks and Recreation)

By: _____

Lynne Miller, Mayor

ATTEST:

By: _____

Brenda Hall, City Clerk

Approved as to form and legality:

By: _____

City Attorney

Date: _____