

## AMENDMENT

**THIS AMENDMENT** (the "*Amendment*") effective as of July 14, 2021 (the "*Effective Date*") hereby amends the Agreement entered into between Bottling Group, LLC, a Delaware limited liability company, and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company ("*Pepsi*") and Associated Students of California State University Chico, with its principal place of business at the Bell Memorial Union, 2<sup>nd</sup> and Chestnut Streets, Chico, CA 95629 (the "*Customer*").

**WHEREAS**, Pepsi and the Customer are subject to an existing Agreement (the "*Agreement*") commencing January 1, 2018;

**WHEREAS**, Customer has been temporarily closed or otherwise limited in their sale of beverage Products due to the Covid-19 pandemic;

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

**NOW, THEREFORE**, in consideration of the covenants herein contained, it is hereby agreed that the Original Agreement is hereby amended as follows. As used in this Amendment, capitalized terms defined in the Original Agreement and not otherwise defined in this Amendment shall have the respective meanings assigned thereto in the Original Agreement.

1. **Section 2. TERM.**

The TERM section is hereby deleted in its entirety and replaced with the following:

The term of this Agreement shall be for the five and one-half (5½) period commencing on January 1, 2018 and expiring on June 30, 2023 (the "*Term*").

2. **Section 8. CONSIDERATION.**

A. The Annual Sponsorship Fee (the "*Annual Sponsorship Fee*"), shall be deleted in its entirety and replaced with the following chart as set forth below:

<i>Year</i>	<i>Applicable Time Period</i>	<i>Amount</i>	<i>Payable within 60 days after:</i>
3*	January 1, 2020 – December 31, 2020	\$32,825	*Payable within 28 days after signing of this Amendment by both parties.
4	January 1, 2021 – December 31, 2021	\$43,582	December 31, 2021
5	January 1, 2022 – December 31, 2022	\$49,500	December 31, 2022
6	January 1, 2023 – June 30, 2023	\$24,043	June 30, 2023

3. **Section 8.B. Annual Athletics Support Fund.**

B. The Annual Athletics Support Fund (the "*Annual Athletics Support Fund*"), shall be deleted in its entirety and replaced with the following chart as set forth below:

<i>Year</i>	<i>Applicable Time Period</i>	<i>Amount</i>	<i>Payable within 60 days after:</i>
3*	January 1, 2020 – December 31, 2020	\$34,757	*Payable within 28 days after signing of this Amendment by both parties.
4	January 1, 2021 – December 31, 2021	\$46,145	December 31, 2021
5	January 1, 2022 – December 31, 2022	\$52,412	December 31, 2022
6	January 1, 2023 – June 30, 2023	\$25,457	June 30, 2023

4. **Section 8.C. Annual Sustainability Fund.**

C. The Annual Sustainability Fund (the “*Annual Sustainability Fund*”), shall be deleted in its entirety and replaced with the following chart as set forth below:

<b>Year</b>	<b>Applicable Time Period</b>	<b>Amount</b>	<b>Due Date: within 60 days after:</b>
3*	January 1, 2020 – December 31, 2020	\$3,218	*Payable within 28 days after signing of this Amendment by both parties.
4	January 1, 2021 – December 31, 2021	\$4,273	December 31, 2021
5	January 1, 2022 – December 31, 2022	\$4,853	December 31, 2022
6	January 1, 2023 – June 30, 2023	\$2,357	June 30, 2023

5. **Section 8.D. Annual Flex Fund.**

D. The Annual Flex Fund (the “*Annual Flex Fund*”), shall be deleted in its entirety and replaced with the following chart as set forth below:

<b>Year</b>	<b>Applicable Time Period</b>	<b>Amount</b>	<b>Due Date: within 60 days after:</b>
3*	January 1, 2020 – December 31, 2020	\$35,400	*Payable within 28 days after signing of this Amendment by both parties.
4	January 1, 2021 – December 31, 2021	\$47,000	December 31, 2021
5	January 1, 2022 – December 31, 2022	\$58,235	December 31, 2022
6	January 1, 2023 – June 30, 2023	\$30,643	June 30, 2023


6. **Section 9. Additional Consideration**

The following will be added to the agreement.


- A. Pepsi will provide product donations up to a total of 250 cases for Year 6.
  - B. Pepsi will provide the Customer with Gatorade sideline kit valued at up to One Thousand Two Hundred and Fifty Dollars (\$1,250) for year 6.
7. The support provided by Pepsi herein is conditioned upon Customer’s compliance with Pepsi’s payment terms and all performance requirements as set forth in the Agreement. Nothing herein shall be construed as any waiver from Pepsi’s standard policies, practices or terms as outlined in the Agreement.
8. All other terms and conditions of the Agreement that are not amended by this Amendment shall remain in full force and effect.

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

**Bottling Group, LLC**

By   
 Print name: KRS DORMAN  
 Title: KEY ACCOUNT MGR - EDUCATION  
 Date: 10/1/21

**Associated Students of California  
State University Chico**

By   
 Print name: Jamie Camaron  
 Title: Executive Director  
 Date: 9/29/21