

AMENDMENT

THIS AMENDMENT (the “*Amendment*”) effective as of July 1, 2023 (the “*Effective Date*”) hereby amends the Agreement between PepsiCo Beverage Sales, 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, 2nd and Chestnut Streets, Chico, CA 95929 (the “*Customer*”).

WHEREAS, Bottling Group and Customer are subject to an existing Agreement, as amended, (the “*Agreement*”) commencing January 1, 2018; and

WHEREAS, Bottling Group, LLC assigned its rights and interests under the Agreement to PepsiCo Beverage Sales, LLC, a subsidiary of PepsiCo, Inc. and an affiliate of Bottling Group, LLC, and PepsiCo Beverage Sales, LLC ratified, assumed, and agreed to perform all of obligations of Bottling Group, LLC, effective December 26, 2021; and

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. The Term of the Agreement is hereby modified and extended an additional two-year period from July 1, 2023 through June 20, 2025, such that the “Term” shall be defined as the period from July 1, 2018 through June 30, 2025. As used herein, Year 6 shall refer to the Year from July 1, 2023 through June 30, 2024 and Year 7 shall refer to the Year from July 1, 2024 through June 30, 2025. The period of time from January 1, 2023 through June 2023 shall be referred to as the “Stub Year” and shall replace the previous “Year 6” designation with funding paid as specified in the Agreement as previously amended.
2. Section 8(A) “Annual Sponsorship Fees” is hereby modified and amended as set forth below:

In Year 6 and Year 7 of the Term, Pepsi agrees to provide Customer with annual sponsorship fees in the amount of Eighty Five Thousand US Dollars per year (\$85,000) (the “*Annual Sponsorship Fees*”).

The Annual Sponsorship Fees will be paid in two separate payments, as set forth below (the first payment referred to as the “*Upfront Annual Sponsorship Funds*” (representing 80% of the target Annual Sponsorship Fees) and the second payment referred to as the “*Year-End Annual Sponsorship Funds*” (representing 20% of the target Annual Sponsorship Fees)). Each Upfront Annual Sponsorship Funds payment will be paid to Customer within sixty (60) days following the start of the Year, except that in Year 6, the Upfront Annual Sponsorship Funds shall be paid within sixty (60) days following the latter of the commencement of Year 6 or the signing of this Amendment by both Parties.

Customer acknowledges and agrees that the Annual Sponsorship Fees will be adjusted based on the number of Units purchased from Pepsi and sold throughout the Facilities pursuant to this Agreement during the Year, as compared to an annual Unit threshold as set forth below (“*Annual Units Threshold*”).

Therefore, if during any Year the number of Units purchased from Pepsi falls below the Annual Units Threshold of 16,049 Units, then the Year-End Annual Sponsorship Funds payable for such Year will be reduced, as applicable, by a percentage equal to the percentage decrease between the Annual Units Threshold and the actual number of Units sold during such Year as multiplied by total Annual Sponsorship Fees. If during any Year of this Agreement the actual Units sold is short by 20% or more compared to the Annual Units Threshold, and at Pepsi’s discretion, such amount shall be either offset against amounts that may concurrently or thereafter become due to Customer under this Agreement or will be paid by Customer to Pepsi within 30 days following Pepsi’s invoice.

If on the other hand, Customer’s purchases exceed 110% of the Annual Units Threshold in any Year, Pepsi will accrue growth incentive funds on behalf of Customer calculated by taking the percentage of growth above the Annual Units Threshold multiplied by the Annual Sponsorship Fee for that applicable Year, as referenced below (“*Growth Incentive Funds*”). Growth Incentive Funds, if applicable, will be payable to Customer annually within sixty (60) days after the end of each Year.

Customer acknowledges that Pepsi policies prohibit business practices involving improper revenue recognition, including but not limited to channel stuffing and/or trade loading. As such, Customer agrees that to the extent any funding provided for herein is based on Customer achieving a threshold amount of purchases in a given time period, Pepsi has and reserves the right to not count purchases towards a given threshold in the event Pepsi determines in its good faith and reasonable discretion that such purchases were not made in the normal course of business for current product needs. Material changes in historical purchasing patterns shall be considered by Pepsi in making any such determination.

Applicable Time Frame	Target Annual Sponsorship Fee	Annual Units Threshold	Upfront Annual Sponsorship Funds (representing 80% of the Target Annual Sponsorship Fee)		Target Year-End Annual Sponsorship Funds (representing 20% of the Target Annual Sponsorship Fee)	
			Amount	Payable within 60 days after	Amount	Payable within 60 days after
Year 6	\$85,000	16,049	\$68,000	The latter of commencement of the Year or Signing of this Agreement by both Parties	\$17,000	June 30, 2024
Year 7	\$85,000	16,049	\$68,000	July 1, 2024	\$17,000	June 30, 2025

For example, if the total Annual Sponsorship Fees for Year 6 is equal to \$85,000 and the Annual Units Threshold is 16,049 Units, and during Year 6 the actual Units sold is 14,444 Units (representing a 90% index), then the Year-End Annual Sponsorship Fund for Year 6 will be reduced by \$8,500 (representing a reduction in the Annual Sponsorship Fee of 10%).

3. Section 8(B) “Annual Athletics Support Fund” is hereby modified and amended as set forth below:

<i>Year</i>	<i>Applicable Time Period</i>	<i>Amount</i>	<i>Payable within 60 days after:</i>
6	July 1, 2023 – June 30, 2024	\$20,000	June 30, 2024
7	July 1, 2024 – June 30, 2025	\$20,000	June 30, 2025

4. Section 8(C) “Annual Sustainability Fund” is hereby modified and amended as set forth below:

<i>Year</i>	<i>Applicable Time Period</i>	<i>Amount</i>	<i>Payable within 60 days after:</i>
6	July 1, 2023 – June 30, 2024	\$4,000	June 30, 2024
7	July 1, 2024 – June 30, 2025	\$4,000	June 30, 2025

5. Section 8(D) “Annual Flex Fund” is hereby modified and amended as set forth below:

<i>Year</i>	<i>Applicable Time Period</i>	<i>Amount</i>	<i>Payable within 60 days after:</i>
6	July 1, 2023 – June 30, 2024	\$25,000	June 30, 2024
7	July 1, 2024 – June 30, 2025	\$25,000	June 30, 2025

6. Section 8(E) “Rebates” is hereby deleted in its entirety and replaced as set forth below:

E. Rebates

Each Year throughout the Term, Pepsi will calculate the total applicable Cases of Packaged Products and applicable Gallons of Postmix Products purchased from Pepsi by the Customer and its Food Service Provider pursuant to this Agreement, and shall provide the Customer with rebates calculated based on applicable amounts set forth below (the “*Rebates*”). The Rebates, if applicable, shall be paid by Pepsi within sixty (60) days of the end of each applicable Year during the Term.

Rebate Amount	Applicable Products
\$1.50/Gallon	Gallons of Postmix Products
\$1.00/Raw Case	Cases of Packaged Products (excluding chilled products)

7. A new section 8(G) “ASCEND Scholarship Funds” is hereby added as follows:

G. ASCEND Scholarship Funds.

In Year 6 and Year 7, Pepsi shall provide Customer with annual ASCEND scholarship funds in the amount of Four Thousand US Dollars (\$4,000) per Year (the “*ASCEND Scholarship Funds*”). The ASCEND Scholarship Funds will be paid to Customer within sixty (60) days after the start of each Agreement Year,

except that in Year 6, the Ascend Scholarship Funds shall be paid within sixty (60) days following the latter of the commencement of Year 6 or the signing of this Amendment by both Parties.

8. A new section 8(H) "Marketing Funds" is hereby added as follows:

H. Marketing Funds.

In Year 6 and Year 7, Pepsi shall provide Customer with annual marketing funds in the amount of Three Thousand Five Hundred US Dollars (\$3,500) per Year to be used for marketing, advertising, and promotional purposes for the benefit of Customer and the Products (the "**Marketing Funds**"). The Marketing Funds will be paid to Customer within sixty (60) days after the start of each Agreement Year, except that in Year 6, the Marketing Funds shall be paid within sixty (60) days following the latter of the commencement of Year 6 or the signing of this Amendment by both Parties.


9. The "Additional Consideration" in Section 9 shall be applicable in Year 6 and Year 7 in the amounts and subject to the terms and conditions as specified in the Agreement (*i.e.*, up to 500 Cases of annual product donations and Gatorade sideline kits valued at up to \$2,500 per Year).
10. 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.
11. 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.

PepsiCo Beverage Sales, LLC

By Brittany Casas
Print name: Brittany Casas
Title: Key Account Manager-Workplace
Date: August 25th, 2023

**Associated Students of California
State University Chico**

By 
Print name: Curtis Sicheneder
Title: Interim Executive Director
Date: Aug 25, 2023


Thomas Rider (Aug 25, 2023 11:44 PDT)

Tom Rider, Director Auxiliary Business