



SECOND AMENDMENT TO THE SPONSORSHIP AGREEMENT

September 20,2022

Coca-Cola Refreshments USA, Inc. ("the Sponsor") and Community College of Allegheny County ("the College") entered into a Sponsorship Agreement, effective as of January 1, 2015 (the, "Original Agreement"). On or about July 29, 2017, all rights, duties and obligations under the Agreement were assigned by Coca-Cola Refreshments USA, Inc. to ABARTA Coca-Cola Beverages, LLC. Thereafter, the parties entered into a First Amendment to the Sponsorship Agreement dated as of August 11, 2020 (the "First Amendment"). The Original Agreement together with the First Amendment collectively shall be referred to as the "Agreement." This Amendment is the Second Amendment to the Agreement.

1. Except as specifically modified and supplemented by this Second Amendment, the provisions of the Agreement shall remain in full force and effect. The Agreement as modified and supplemented by this Second Amendment shall be considered a single agreement and shall constitute the entire Agreement between the parties.

2. In the event of a conflict between the Agreement and this Second Amendment, the provisions of this Second Amendment shall supersede and prevail over the provisions of the Agreement. All capitalized terms used in this Amendment shall have the same meanings ascribed to them in the Agreement unless specifically defined herein.

3. The following provisions of the Agreement are hereby modified and amended:

A. Paragraph 1 of the Agreement shall be modified and replaced as follows:

Term. This Agreement takes effect on January 1, 2015 (the "Effective Date") and shall continue until December 31, 2024 (the "Term");

B. Paragraph 3.1 shall be modified and replaced with the following:

Except for Beverages and other products sold, distributed, advertised, promoted, sampled or made available at, in or through the Starbucks® store and Micro Market locations described in Section 3.5 below, College and Foundation agree that all Beverages sold, distributed, or sampled (that is, distributed at no cost), advertised or promoted anywhere, anytime on the Campus and in connection with the College, the Teams and/or Foundation events, including the Foundation's yearly Legends Dinner and Foundation Golf Tournament or any similar events (if held), will be Products. Sponsor, Foundation and College agree that, at a minimum, the following Products will be available: Coca-Cola® (or Coke®), diet Coke®, Coke Zero®, Sprite®, Nestea®, Minute Maid® juices, Dasani® and PowerAde®. Other than the Permitted Exceptions set forth in Exhibit A or as provided in Section 3.5 below, no Competitive Products will be sold, distributed, sampled, advertised, or promoted anywhere, any time on Campus including at the Foundation's yearly Legends Dinner and Foundation Golf Tournament, if held;

C. Paragraph 3.4 is amended to include a last sentence as follows:

Notwithstanding the foregoing, Sponsor acknowledges that College may retain the services of a vending company who will purchase Products from Sponsor;

D. Paragraph 3.5 shall be modified and replaced with the following:

Sponsor acknowledges that College (1) holds a license to operate one or more Starbucks® retail stores on its Campus and, (2) beginning in August of 2022, will begin operating up to five (5) self-checkout convenience store outlets ("Micro Markets") on its Campus, and agrees that the terms of this Agreement, including without limitation the exclusive beverage availability and marketing rights granted to Sponsor under Sections 3 and 4 of this Agreement, shall not apply to any Beverages or any other products that are sold, distributed, advertised, promoted, sampled or otherwise made available at, in, through or by such Starbucks® retail store or Micro Market locations or any College property contiguous thereto, whether such stores or Micro Markets are operated directly by College or by a third-party Concessionaire engaged to operate the stores or Micro Markets on College's behalf. Sponsor further acknowledges and agrees that nothing in this Agreement shall restrict or infringe upon, or be construed or interpreted to restrict or infringe upon, the right of College or its Concessionaire to sell, distribute,

sample or promote any Beverages or other products at, within or in connection with the operation of such Starbucks® or Micro Market retail store locations, whether the same may be deemed to constitute Competitive Products within the meaning of this Agreement or otherwise. Notwithstanding the foregoing, College agrees that Sponsor's Beverage Products shall have access to and be offered for sale in the Micro Markets in the same manner as any Competitive Products that may be offered for sale in the Micro Markets, including but not limited to Product availability and placement;

- E. Paragraph 4.4 shall be amended to include the Micro Markets within the exception;
- F. Paragraph 5.2 shall be stricken from the Agreement. The College and the Foundation acknowledge and agree to waive any claim to any past Sponsorship Fees that may have been due or payable;
- G. Paragraph 5.4 shall be stricken from the Agreement; and
- H. The contact information for the Sponsor in paragraph 12.3 shall be amended and replaced with the following:

If to Sponsor:

ABARTA Coca-Cola Beverages, LLC
200 Alpha Drive
Pittsburgh, PA 15238
Attn: Gary Bosnic, Director, Food Service On-Premise

With a copy to:

George T. Snyder, Esquire
Stonecipher Law Firm
125 1st Ave
Pittsburgh, PA 15222

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date first above written.

Sponsor: **ABARTA Coca-Cola Beverages, LLC**

College: **Community College of Allegheny County**

Signature: Gary Bosnic

Signature: [Signature]

Date: 11/18/2022

Date: 9/20/2022

Printed Name: Gary Bosnic

Printed Name: Quincy Zullo

Title: Director, Food Service On-Premise

Title: President

200 Alpha Drive
Pittsburgh, PA 15238

808 Ridge Avenue
Pittsburgh, PA 15212
**Community College of Allegheny County
Educational Foundation**

Signature: [Signature]

Date: 11/17/2022

Printed Name: James R. McMahon

Title: CEO, CCAC Edu Fdn

808 Ridge Avenue
Pittsburgh, PA 15212