

AMENDMENT TO SPONSORSHIP AGREEMENT

This Amendment to Sponsorship Agreement (the "Amendment") is made and entered into as of November 9, 2011, between **Oklahoma State University Department of Athletics**, having a notice address of OSU Athletics Center, Stillwater, Oklahoma ("OSU Athletics") and **Great Plains Coca-Cola Bottling Company**, an Oklahoma corporation having a notice address of 600 North May Avenue, Oklahoma City, Oklahoma ("Great Plains"), with reference to the following:

RECITALS:

A. OSU Athletics and Great Plains entered into that certain Sponsorship Agreement dated July 1, 2005 (the "Agreement"), whereby Great Plains was selected by OSU Athletics to provide soft drink beverage services on an exclusive basis at facilities under its control and to be its exclusive sponsor in the "Beverages" category.

B. The parties desire to extend the term of the Agreement and/or amend the Agreement as set forth in this Amendment.

C. All defined and capitalized terms as set forth in the Agreement shall have the same meanings when used in this Amendment unless otherwise provided herein. The "Effective Date" for purposes of this Amendment will be July 1, 2012.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties amend the July 1, 2005 Agreement as follows:

1. Designation of Great Plains as Exclusive Provider. Pursuant to Section 1 of the Agreement, the Term currently runs through June 30, 2012. The parties agree to extend the Term for an additional seven (7) years, beginning July 1, 2012 through June 30, 2019. For periods from and after the Effective Date, Exhibit B to the Agreement is amended and restated by substitution with the Exhibit B attached to this Amendment.

2. Compensation to OSU Athletics. For periods from and after the Effective Date, the payments and/or benefits described in Section 3 of the Agreement will be as follows:

- a. Annual Support Payments. \$600,000 for extension years 1 and 2; \$625,000 for extension years 3 and 4; \$650,000 for extension years 5 and 6; and \$675,000 for extension year 7.
- b. Product Donations. Product donations for OSU Athletics functions, provided the retail value of such products shall not exceed \$25,000 during any contract year.

The July 1, 2005 Agreement, as amended by this Amendment, will continue in full force and effect and is hereby ratified by OSU Athletics and Great Plains. OSU Athletics further represents to Great Plains that, as of the date of this Amendment, OSU Athletics has no unresolved claims or disputes of any nature with respect to the Agreement.

EXECUTED in multiple counterparts, each of which shall have the force and effect of an original, to be effective as of the date specified above.

OKLAHOMA STATE UNIVERSITY DEPARTMENT OF
ATHLETICS

By: _____

Name: Mike Holder

Title: A.D.

GREAT PLAINS COCA-COLA BOTTLING COMPANY

By: _____

Name: Donald Bischoff

Title: President

EXHIBIT B

AMENDED BENEFITS

FOOTBALL (BOONE PICKENS STADIUM):

SIGNAGE:

- One (1) static sign on all four (4) video boards
- One (1) in-game video board promotion
- Two (2) video board instant replays

PRINT:

- One (1) full-page, 4-color print ad in each game day program
- Logo recognition on all season ticket backs
- Logo recognition on all posters

RADIO:

- One (1) :30 spot during each Head Football Coaches Weekly Radio Show (12 shows)

TELEVISION:

- One (1) :30 spot during each Head Football Coaches Weekly TV Show (12 shows)

TICKETS/PARKING:

- 26 Club Seats Season Tickets
- 8 Chairbacks Season Tickets
- 50 Section P Season Tickets
- 100 Single Game Tickets for OU or UT
- 1 VIP and 6 Pistol Pete Parking

BASKETBALL (GALLAGHER IBA ARENA):

SIGNAGE (men's & women's basketball / wrestling):

- One (1) static sign on all four (4) sides of the main center hung scoreboard
- One (1) rotating courtside sign
- One (1) static sign on the SW corner location
- One (1) static sign on the NW corner location

PRINT (men's & women's basketball / wrestling):

- One (1) full-page, 4-color print ad in each game day program
- Logo recognition on all season ticket backs
- Logo recognition on all posters

RADIO:

- One (1) :30 spot during each Head Football Coaches Weekly Radio Show (12 shows)

TELEVISION:

- One (1) :30 spot during each Head Football Coaches Weekly TV Show (12 shows)

SUITE (men's basketball):

- Use of Cowboy Sports Properties suite for one mutually TBD Big 12 home game

TICKETS:

- 4 Season Tickets (Section 212)
- 20 Season Tickets
- Use of Suite for One Game

EXHIBIT B

AMENDED BENEFITS (Cont.)

BASEBALL (ALLIE P. REYNOLDS STADIUM):

SIGNAGE:

- One (1) outfield secondary static sign

PRINT:

- Logo recognition on all posters

TICKETS:

- 4 Season Tickets