

## AMENDMENT

This Amendment agreement made and entered into effective as of June 21, 2021 (the "**Amendment**"), is to amend that certain Sponsorship Agreement effective July 1, 2014 (the "**Agreement**"), between Liberty Coca-Cola Beverages LLC, f/k/a Coca-Cola Refreshments USA, Inc (the "**Bottler**"), and William Paterson University (the "**University**"). All capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

### WITNESSETH:

WHEREAS, the parties to the Agreement desire to amend certain of its terms and conditions.

NOW THEREFORE, in consideration of the promises made herein, the parties hereto agree as follows:

A. Section 1, "Term" is hereby amended by deleting it and replacing it as follows:

This Agreement takes effect on July 1, 2014 (the "**Effective Date**") and the "Initial Term" expires on June 30, 2019. The "Extended Term" shall commence on July 1, 2021 and expire on June 30, 2022. The Agreement shall remain in effect unless (i) mutually extended under the terms hereof or by written agreement of the parties or (ii) sooner terminated as provided herein. The Initial Term and the Extended Term are collectively referred to as the "Term."

B. Section 5 is hereby amended as follows:

5.1 Sponsorship Rebates: Bottler will pay to the University a \$8.40 per case rebate up to Sixty-Five Thousand Dollars (\$65,000) each Agreement Year during the Extended Term.

5.2 Rebates: Bottler will pay to the University a Rebate of One Dollar (\$1.00) for each standard physical case of Product purchased and paid for by University for sale at the Campus during the Extended Term.

5.3 Commissions: Bottler shall pay the University commissions on full-service Beverage vending sales based on the following current rates and vend prices:

Product Description	Vend Rate	Commission
20oz PET -KO CSD	\$2.00	45%
20oz PET -DASANI & Flavors	\$2.00	40%
20oz PET -POWERADE	\$2.25	40%
20oz PET - vitaminwater	\$2.25	30%
20oz PET - smartwater	\$2.25	30%
12oz Can -KO CSD &NCB	\$1.50	40%
300ml-DASANI	\$1.50	40%
16oz Can -Monster Energy	\$2.50	40%

5.4 Marketing Support: For each Agreement Year during the Extended Term, Bottler agrees to provide University with Marketing Support in the amount of Five Thousand Dollars (\$5,000) (“the Market Support Funding”) as determined by the Bottler.

5.5 Complimentary Product: Bottler will provide to University, upon University’s request with up to Two Hundred and Fifty (250) standard physical cases of complimentary 12 oz. cans or 20 oz. PET bottles of Product of Sponsor’s choosing each Agreement Year during the Extended Term. In the event University does not request all complimentary Product by the end of any Agreement Year, any remaining complimentary Product shall be retained by Sponsor at no further obligation.

C. The Parties acknowledge that for the Extended Term, The Coca-Cola Company, acting by and through Coca-Cola North America (the “Company”) will not be a party to the Agreement and the term “Sponsor” shall refer only to Liberty Coca-Cola Beverages, formerly doing business as Coca-Cola Refreshments USA, Inc. during such Extended Term.

D. Except as modified herein, all other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between this Amendment and the Agreement, this Amendment shall control. Each party represents, warrants and covenants to the other as follows:

1. Authority. It has full power and authority to enter into this Amendment and to grant and convey the rights set forth herein.
2. Binding Obligation. All necessary approvals for the execution, delivery and performance of this Amendment by it have been obtained, and this Amendment has been duly executed and delivered by it and constitutes the legal and binding obligation of it enforceable in accordance with its terms.

**IN WITNESS WHEREOF**, the undersigned have caused this Amendment to be duly executed as of the date above written.

Bottler

University

By: Dayra Marin

By: \_\_\_\_\_

Printed Name: Dayra Marin

Printed Name: Samantha Green

Title: VP of Key Accounts

Title: Associate Vice President, Finance

Date: 7/22/2021

Date: 8/10/21