

THIRD AMENDMENT

This Third Amendment, made and entered into effective as of March 23, 2021 (the "Third Amendment") between the Independent School District No. 3 of Tulsa County, Oklahoma, a/k/a Broken Arrow Public Schools, having its principal place of business at 701 South Main St. Broken Arrow, OK 74012 ("District") and Coca-Cola Southwest Beverages LLC, a Delaware limited liability company, (the "Beverage Provider"), shall serve to amend that certain Beverage Provider Agreement with an Effective Date of August 1, 2018, as amended by way of the First Amendment dated August 1, 2020 and the Second Amendment dated November 1, 2020 (the "Agreement"), between District and Beverage Provider. All capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

WITNESSETH:

WHEREAS the parties to the Agreement wish to amend certain terms and conditions to the Agreement as set forth herein.

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

A. Section 3(a) entitled Sponsorship Funding shall be amended by adding the following:

The Sponsorship Funding payment due February 1, 2021 for the quarter ending January 31, 2021 shall be reduced from Seventeen Thousand Five Hundred Dollars (\$17,500) to Nine Thousand Two Hundred Eighty Dollars and Twenty Seven Cents (9,280.27).

The parties agree that the aggregate Sponsorship Funding set forth in the first sentence of Section 3(a) for the entire Term is and shall be proportionately reduced accordingly.

B. 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 the Agreement and this Third Amendment, this Third 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 Third 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 Third Amendment by it have been obtained, and this Third 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 Third Amendment to be duly executed as of the date first above written.

Coca-Cola Southwest Beverages LLC

Independent School District No. 3 of Tulsa County, Oklahoma, a/k/a Broken Arrow Public Schools

BY: 

BY: _____

Printed Name: David Becerra

Printed Name: _____

Title: Director of Sales & Operations

Title: _____

Date: 3/29/2021

Date: _____