

SECOND AMENDMENT

This Second Amendment is made and entered into July 31, 2022 (the “Second Amendment”) between Great Lakes Coca-Cola Distribution, L.L.C. dba Reyes Coca-Cola Bottling (“Beverage Provider”), and the Board of Education Plainfield Community Consolidated School District 202, Will and Kendall Counties (“District”).

WITNESSETH:

WHEREAS, Beverage Provider and District entered into that certain Beverage Agreement with an effective date of August 1, 2016 (the “Original Agreement”);

WHEREAS, the Original Agreement was extended by that certain August 1, 2020-July 31, 2021 Contract Extension letter dated August 6, 2020 (the “Extension Letter”), and amended by First Amendment dated January 12, 2021 (“First Amendment”);

WHEREAS, Original Agreement, Extension Letter and First Amendment are referred to collectively herein as the “Agreement”; and

WHEREAS, Beverage Provider and District desire to extend and amend the Agreement.

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

1. All capitalized terms not defined herein shall have the meanings given to them in the Agreement.
2. The parties agree that the Term of the Agreement is extended for one (1) additional year through July 31, 2023 (“Extension Term”).
3. Beverage Provider will pay to District Sponsorship Funding equal to a percentage of Fifty Thousand Dollars (\$50,000) that is the same percentage of District purchases of Products (including vending sales) in excess of 18,600 standard physical cases during (a) the last year of the Term and (b) the Extension Term (“Volume Commitment”). For example, if District sells 20,000 standard physical cases during the last year of the Term and the Extension Term, that is 7.5% above the Volume Commitment, and the Sponsorship Funding will be \$3,750 (\$50,000 x 7.5%). The Sponsorship Funding will be paid to District within sixty (60) days of the end of the Extension Term.
4. 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 Second Amendment and the Agreement, this Second Amendment shall control.

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

Great Lakes Coca-Cola Distribution, L.L.C. District
dba Reyes Coca-Cola Bottling

By: DocuSigned by:
Danny O'Shea

Printed Name: Danny O'Shea

Title: Director of Sales, FSOP

Date: 8/23/2022

By: DocuSigned by:
Anthony Arbogast

Printed Name: Anthony Arbogast

Title: Assistant Superintendent Business and C

Date: 8/23/2022