

AMENDMENT

This amendment agreement, made and entered into effective as of December 15, 2005 (the "**Amendment**"), is to amend that certain Agreement effective July 23, 1998 (the "**Agreement**"), between Coca-Cola Enterprises Inc. d/b/a Coca-Cola Bottling Company of North Texas, successor in interest to North Texas Coca-Cola Bottling Company d/b/a Southwest Coca-Cola Bottling Company, a Delaware corporation (the "**Advertiser**"), and ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT. Capitalized terms not otherwise defined herein shall have the meanings set forth 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. Paragraph one of Section 2 of the Agreement is hereby amended by deleting such section in its entirety and replacing it with the following:

“Advertiser shall have the rights provided herein for a term of twelve (12) years, from and after the date of the last signature of this contract (“Term”), unless mutually extended by written agreement of the parties or unless terminated as provided herein.”

- B. Section 5(b) of the Agreement is hereby amended by deleting such section in its entirety and replacing it with the following:

“Commissions and Pricing Advertiser shall pay ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT commissions on full-service Beverage vending sales based on the following rates and initial vend prices:

<u>Package</u>	<u>Commission</u>	<u>Initial Vend Price</u>
12 oz. cans – carbonated	25%	\$1.00
12 oz. bottles – noncarbonated	15%	\$1.00
20 oz. bottles – Dasani	25%	\$0.75*

*The vend price will increase to \$1.00 for Agreement Years Nine through Twelve.

Commissions are paid based upon cash collected, after deducting taxes, recycling fees, other government-mandated fees, and debit card fees, if any.

Commissions shall not be payable on any sales from vending machines not filled or serviced exclusively by Beverage Provider. The commissions will be paid on or about the 10th of each month following the month in which they are earned.”

- C. Section 9 of the Agreement shall be amended by adding the following subsection (d):

“Notwithstanding anything in this Amendment or the Agreement to the contrary, the District shall have no obligation to pay Advertiser any pro rata refund of the Sponsorship Fees after July 20, 2008.”

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 first above written.

**COCA-COLA ENTERPRISES INC. D/B/A
COCA-COLA BOTTLING COMPANY OF
NORTH TEXAS**

**ECTOR COUNTY INDEPENDENT SCHOOL
DISTRICT:**

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____