

TOURISM ATTRACTION PARTNERSHIP AGREEMENT

This **TOURISM ATTRACTION PARTNERSHIP AGREEMENT** (this “Agreement”) is made as of the _____ day of _____, 2026 (“Effective Date”), by and between the City of Norman, Oklahoma, a municipal corporation (“City”), the Norman Utilities Authority, an Oklahoma public trust having the City as its sole beneficiary (“NUA”), and Dr Pepper/Seven Up, Inc., a Delaware corporation authorized to conduct business in Oklahoma (“DPS”), collectively the “Parties”, for the purpose of establishing a long-term tourism, branding, and event-activation partnership centered on the City-owned water tower located on the North-East corner of the parcel at 600 E. Lindsey Street in Norman, Oklahoma (“Water Tower”).

RECITALS

WHEREAS, the City owns certain real property and improvements thereto at 600 E. Lindsey Street in Norman, Oklahoma; and

WHEREAS, the Water Tower has historically been held by the City for the benefit of NUA to maintain steady water pressure and provide emergency reserves; and

WHEREAS, the Water Tower ceased to be used by NUA for these purposes in 2011 due to its lack of operational effectiveness; and

WHEREAS, the Water Tower, if rehabilitated, could potentially be used by NUA in the future for the benefit of the utility system as a nonpotable water reuse storage tank; and

WHEREAS, DPS, the City and NUA are partnering to rehabilitate and use the Water Tower and create a unique tourism attraction; and

WHEREAS, it is the desire of the City and NUA to rehabilitate the Water Tower and partner with DPS to use the Water Tower as part of a unique tourism attraction.

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter set forth, the City, NUA, and DPS agree as follows:

1. Purpose.

The Parties desire to collaborate to transform the Water Tower into a unique regional tourism attraction, leveraging DPS brand visibility, visitor engaged experiences, and community-oriented events, while maintaining compliance with municipal utility standards and the operational integrity of NUA and City assets.

2. Initial Refurbishment and Repainting of Water Tower.

a. *Artwork Approval.*

- i. DPS has provided the City with final production-ready artwork for the Water Tower (“Approved Artwork”) and NUA has received bids for said Approved Artwork. Artwork is attached as Exhibit A.
- ii. No artwork shall be installed without DPS’s express written approval. Tank lighting shall not be considered artwork.

- iii. Any specialty lighting, colored lighting, programmable lighting displays, or decorative illumination of the Water Tower requested by third party organizations or members of the public (collectively, “Specialty Lighting”) shall require the prior written approval of both DPS and the City or NUA, as applicable. The Parties shall mutually agree in writing upon the design, colors, timing, duration, and operational parameters of any Specialty Lighting prior to installation or activation. For the avoidance of doubt, architectural safety lighting required for compliance with applicable building codes or safety regulations shall not be considered Specialty Lighting and shall not require DPS approval, provided that such safety lighting does not incorporate colors, patterns, or designs that could reasonably be perceived as brand messaging or promotional content.

b. *Artwork Installation.*

- i. NUA will bid the initial refurbishment and repainting of the Water Tower, and subject to the NUA’s acceptance of bids, bonds and approval of a contract, will engage a contractor to complete such refurbishment and repainting of the Water Tower.
- ii. The NUA shall cause its contractor to apply the Approved Artwork to the Water Tower as part of the initial refurbishment. Approved Artwork shall be installed no later than October 15, 2026.
- iii. Installation shall comply with all applicable safety, utility, and structural standards.

c. *Placement and Visibility of Artwork.*

- i. DPS shall determine the location of the Artwork on the Water Tower to ensure maximum visibility from designated key vantage points, including stadium and recreation viewpoints.
- ii. The City shall ensure that municipal vegetation, structures, and other obstructions within its control do not obstruct the visibility of the artwork, and shall use commercially reasonable efforts to prevent third-party obstructions to visibility.

3. Maintenance Obligations.

a. *Maintenance of Artwork.*

- i. For purposes of this Section 3(a), “Vandalism” means any unauthorized alteration, defacement, or damage to the Approved Artwork or the Water Tower, including, without limitation, graffiti, unauthorized banners, paint-bombing, tagging, or other acts that materially impair the visibility, appearance, or integrity of the Approved Artwork. The City shall promptly clean or repair any Vandalism within fifteen (15) business days of discovery by the City or written notice from DPS, whichever occurs

first; provided, however, that if the cost to clean or repair such Vandalism requires competitive bidding under the Oklahoma Competitive Bidding Act, the City shall develop and publish bid specifications within fifteen (15) business days of discovery or written notice from DPS, whichever occurs first, and shall use commercially reasonable efforts to complete the remediation as promptly as practicable following award of the contract. Notwithstanding the foregoing, in no event shall any Vandalism remain unremediated for more than 60 days following the earlier of (A) the City's discovery of such Vandalism, or (B) DPS's delivery of written notice thereof to the City (such deadline, the "Outside Remediation Date"). If the City reasonably anticipates that competitive bidding requirements or other circumstances beyond the City's reasonable control will prevent remediation by the Outside Remediation Date, the City shall notify DPS in writing at least ten (10) days prior to the Outside Remediation Date, specifying the cause of the delay and the City's good-faith estimate of the completion date, and DPS may, in its reasonable discretion, grant a written extension of the Outside Remediation Date.

- ii. DPS may require repainting or artistic refreshes at any time during the term of this Agreement. Any such work shall occur at DPS's sole expense. Any modifications, replacements, or refreshed designs during the term of this Agreement shall only be implemented upon DPS's prior written approval and receipt of funding from DPS.

b. *Maintenance of Site.*

- i. NUA will maintain the structural integrity of the Water Tower during the term of this Agreement and any further extensions or renewals of this Agreement.
- ii. The City will perform routine mowing, weed control, trash removal and tree trimming of the site shown on Exhibit B (the "Site").
- iii. The NUA will maintain electrical drop, meter, and conduit infrastructure.
- iv. The City will bear, at its sole expense, all utility costs for architectural safety lighting.
- v. The City will maintain working anti-climb guards on the legs of the Water Tower and locked security gates at the base ladder as well as signage to prevent unauthorized access to the Water Tower.

The City acknowledges that DPS has no control over the physical condition or security of the Water Tower or Site and shall have no responsibility or liability for any injury, death, or property damage arising from the condition of, or access to, the Water Tower or Site, unless the condition of, or access to, the Water Tower or Site resulting in such injury, death, or property damage is a result of a DPS Event.

4. Tourism and Community Impact Events.

a. Coordination.

- i. The City and DPS will collaborate on tourism marketing strategies to promote the Water Tower attraction, including, but not limited to, the integration of the site into Norman visitor guides and digital tourism platforms and coordination with local businesses for cross-promotional opportunities.
- ii. The City will ensure the Site remains accessible during reasonable hours consistent with safety and utility limitations set forth herein and elsewhere.

b. Event Guidelines and Site Operations.

i. DPS Event Rights:

1. DPS may host one (1) kickoff event and up to five (5) events annually during the Term of this Agreement.
2. DPS shall provide the City with sufficient information regarding the event for the evaluation of the need for parking, police, sanitation and street closure services at least 30 days prior to each event. Formal permit application and approval required by the City Code for Special Events is hereby waived as permitted by Section 20-3004 of the City Code for the kickoff event and the five annual events allowed during the Term of this Agreement.
3. DPS may install temporary attractions, such as games, interactive booths, sampling stations, entertainment structures, or brand-activation installations subject to advance notice to the City and the NUA, and only in compliance with all applicable safety, zoning, and utility regulations.
4. DPS may bring, display, distribute or sample its beverage products during DPS-hosted events.

ii. Third-Party Events

1. Third-party events may occur on the Site only after written approval of the City and DPS.
2. No third party may use the Water Tower for lighting displays, color changes, or other visual activations supporting causes, organizations, or events without DPS's prior written approval, which approval may be withheld in DPS's sole discretion to protect DPS's brand integrity.
3. No alcoholic beverage brands, energy drink brands, or other beverage brands that compete with DPS products may be displayed, advertised, or promoted on or at the Site, or be a sponsor or

participant in any event held at the Site, without DPS's prior written consent.

4. All third-party events must comply with applicable City ordinances and policies.

5. Contract Term and Financial Commitments.

- a. *Term.* The initial term of this Agreement shall be ten (10) years. The term of the Agreement may be extended by DPS upon written notice to the City and NUA 180 days prior to its expiration. If DPS desires to renew the Agreement, the parties shall negotiate in good faith to establish the appropriate fees to be paid by DPS for the renewal term.
- b. *Right of First Refusal.* If, following the expiration or earlier termination of this Agreement, the City or NUA desires to enter into a similar branding, advertising, or sponsorship arrangement with a third party regarding the Water Tower, the City shall first offer DPS the opportunity to enter into such arrangement on the same terms. DPS shall have thirty (30) days from receipt of such offer to accept or decline. If DPS declines or fails to respond within such period, the City and NUA may proceed with the third party.
- c. *End of Term Restoration.* If the Parties elect not to renew this Agreement, DPS shall pay to the City or NUA, as applicable, an end-of-lease fee (the "Restoration Fee") to cover the reasonable and documented costs of removing the Approved Artwork and any other DPS branding from the Water Tower and restoring the Water Tower to a non-branded condition substantially similar to its condition immediately prior to the initial installation of the Approved Artwork. The Restoration Fee shall not exceed \$25,000. The City or NUA shall complete the restoration work within one hundred twenty (120) days following receipt of the Restoration Fee, or as soon as reasonably practicable thereafter.
- d. *Fee.* In consideration for the commitments herein by the City and NUA, DPS agrees to pay a total fee of \$500,000 for the initial term of the Agreement in accordance with the following schedule:
 - i. \$75,000 to be invoiced January 15, 2027
 - ii. \$50,000 to be invoiced January 15, 2028
 - iii. \$50,000 to be invoiced January 15, 2029
 - iv. \$50,000 to be invoiced January 15, 2030
 - v. \$50,000 to be invoiced January 15, 2031
 - vi. \$50,000 to be invoiced January 15, 2032
 - vii. \$50,000 to be invoiced January 15, 2033
 - viii. \$50,000 to be invoiced January 15, 2034
 - ix. \$50,000 to be invoiced January 15, 2035

- x. \$25,000 to be invoiced January 15, 2036
- e. *Payment of Fee.* DPS shall pay the applicable fee net 120 days upon receipt of an invoice by the City and NUA.
- f. *Fee Abatement.* If the Approved Artwork is not installed by October 15, 2026 for any reason other than DPS's failure to timely provide Approved Artwork, or if the Artwork is materially obstructed or the Water Tower is not structurally maintained such that the Artwork is not visible to the public for a period exceeding thirty (30) consecutive days, DPS shall be entitled to a pro-rata abatement of the annual fee for each day beyond such period that the condition continues, until the condition is remedied.

6. DPS Representations and Warranties.

- a. DPS represents that it is a duly organized limited liability company and is currently in existence under the laws of the State of Delaware. DPS is authorized to conduct business in the State of Oklahoma.
- b. DPS represents that it has the full power and authority to execute this Agreement and that this Agreement shall constitute a legal, valid and binding obligation of DPS in accordance with its terms, and the consent of no other party is required for the execution and delivery of this Agreement by DPS or the consummation of the transactions contemplated hereby, subject to laws relating to bankruptcy, moratorium, insolvency, or other laws affecting creditor's rights generally and subject to general principles of equity.
- c. DPS represents that the execution and delivery of this Agreement, the consummation of the transactions contemplated herein, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented or limited by or in conflict with, and will not result in a breach of, other provisions of its certificate of formation, operating agreement or any other agreement governing DPS or with any evidence of indebtedness, mortgages, agreements, or instruments of whatever nature to which DPS is a party or by which it may be bound, and will not constitute a default under any of the foregoing.
- d. To the knowledge of DPS, there is not currently pending any action, suit, proceeding or investigation, nor is any such action threatened in writing which, if adversely determined, would result in DPS's inability to fulfill its obligations under this Agreement.
- e. DPS further represents and warrants that it is not the subject of any pending bankruptcy, insolvency, restructuring, or similar debtor-relief proceeding, and DPS has no knowledge of any plans, intentions, or circumstances that would reasonably

be expected to result in DPS becoming the subject of any such proceeding during the term of this Agreement.

- f. DPS warrants that it has not paid or given and will not pay or give any officer, employee or agent of the City any money or other consideration for obtaining this Agreement.
- g. Neither this Agreement nor any statement or document referred to herein or delivered by DPS pursuant to this Agreement contains any statement which DPS knows to be untrue.

7. City Representations and Warranties.

- a. The City is a duly organized and validly existing Oklahoma municipal corporation under the laws of the State of Oklahoma.
- b. The City is fully empowered to enter into this Agreement and to perform the transactions contemplated thereby and generally to carry out its obligations hereunder and thereunder. The City has duly authorized its Mayor, or Vice-Mayor, in the absence of the Mayor, to execute and deliver this Agreement and all other documentation required to consummate the transaction contemplated herein on behalf of the City.
- c. The City represents that the execution and delivery of this Agreement, the consummation of the transactions contemplated herein, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented or limited by or in conflict with, and will not result in a breach of, its trust indenture or any other agreement governing the City and will not violate any provision or constitute a default under any indenture, agreement or instrument to which the City is currently bound or by which it is affected.
- d. To the knowledge of the City, there is no action, suit, proceeding or inquiry at law or in equity pending or threatened, affecting the City wherein any unfavorable decision, ruling or finding would result in the City's inability to fulfill its obligations under this Agreement.
- e. The City represents that the Water Tower is insured under its Building and Contents insurance policy.
- f. The City maintains property insurance on the Water Tower with coverage limits of \$1,103,336. The City shall maintain such property insurance for the term of this Agreement and any extensions, as applicable.

- g. In connection with the negotiation and performance of this Agreement, the City represents and warrants that it has complied, and covenants that it shall comply, with all applicable anti-corruption laws, rules, and regulations.

8. NUA Representations and Warranties.

- a. The NUA is a duly organized and validly existing Oklahoma public trust under the laws of the State of Oklahoma.
- b. The NUA is fully empowered to enter into this Agreement and to perform the transactions contemplated thereby and generally to carry out its obligations hereunder and thereunder. The NUA has duly authorized its Chairperson, or Vice-Chairperson, in the absence of the Chairperson, to execute and deliver this Agreement and all other documentation required to consummate the transaction contemplated herein on behalf of the NUA.
- c. The NUA represents that the execution and delivery of this Agreement, the consummation of the transactions contemplated herein, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented or limited by or in conflict with, and will not result in a breach of, its trust indenture or any other agreement governing the NUA and will not violate any provision or constitute a default under any indenture, agreement or instrument to which the NUA is currently bound or by which it is affected.
- d. To the knowledge of the NUA, there is no action, suit, proceeding or inquiry at law or in equity pending or threatened, affecting the NUA wherein any unfavorable decision, ruling or finding would result in the NUA's inability to fulfill its obligations under this Agreement.
- e. In connection with the negotiation and performance of this Agreement, the NUA represents and warrants that it has complied, and covenants that it shall comply, with all applicable anti-corruption laws, rules, and regulations.

9. Default; Remedies.

- a. If a party fails to perform any of its obligations hereunder in compliance with this Agreement or if any certifications made pursuant to this Agreement are false in any material respect the same shall not constitute a default or breach under this Agreement unless and until the party claiming such failure (the "Complaining Party") shall give written notice demanding performance (a "Default Notice") to the party alleged to have failed to perform (the "Defaulting Party"). If the Defaulting Party fails to commence performance to the reasonable satisfaction of the Complaining Party within 30 days of the receipt by the Defaulting Party of such

Default Notice and cure such failure within 60 days after receipt of such Default Notice, such failure shall constitute an “Event of Default” under this Agreement.

- b. In the event of an Event of Default, a party hereunder may seek any remedy available and permitted under applicable law. In the Event of Default, the NUA or the City shall promptly remove the Artwork and any other associated DPS branding from the Water Tower and Site. DPS shall be liable for all costs associated with removing the Artwork and associated DPS branding. In the Event of Default by the City or NUA, the City or NUA, as applicable, shall promptly remove the Artwork and any other associated DPS branding from the Water Tower and Site at the City’s or NUA’s sole cost and expense. All remedies available to a party hereunder are cumulative, and may, to the extent permitted by applicable law, be exercised concurrently or separately. The exercise by a party of any one remedy will not be deemed to be an election of such remedy or to preclude the exercise of any other remedy.
10. Indemnification. Each party (the “Indemnifying Party”) shall indemnify, defend, and hold harmless the other party, and its officers, directors, employees, agents, representatives, successors, and assigns, (collectively, the “Indemnified Party”), from and against any and all claims, suits, actions, causes of action, and proceedings and any and all related liabilities, losses, damages, costs, and expenses (including, but not limited to, reasonable attorneys’ fees) (collectively, “Losses”) asserted against or incurred by the Indemnified Party if and to the extent caused by the Indemnifying Party’s material breach of any term or provision of this Addendum or the negligence or willful misconduct of the Indemnifying Party, or its employees, representatives, or contractors. If and to the extent that Losses are caused by the joint conduct of the parties, then a party’s duty of indemnification shall be in proportion to that party’s contribution to the cause of such Losses. Notwithstanding the foregoing, the City and NUA shall jointly and severally indemnify, defend, and hold harmless DPS and its officers, directors, employees, agents, representatives, parent companies, subsidiaries, affiliates, successors, and assigns from and against any and all claims, suits, actions, liabilities, losses, damages, costs, and expenses (including reasonable attorneys’ fees) arising out of or relating to: (i) any injury to or death of any person, or damage to property, occurring on or about the Water Tower or Site, regardless of cause, except to the extent directly caused by DPS’s negligence or willful misconduct; (ii) any unauthorized access to, or trespass upon, the Water Tower or Site; (iii) the physical condition, maintenance, repair, or safety of the Water Tower or Site; or (iv) any claim that the Water Tower or Site constitutes an attractive nuisance. As between DPS and the City and NUA, the City and NUA shall be solely responsible for the physical condition, maintenance, and safety of the Water Tower and Site. DPS shall have no liability to any third party for any injury, death, or property damage arising from the condition of the Water Tower or Site, access to the Water Tower or Site (whether authorized or unauthorized), or any defect, hazard, or dangerous condition on or about the Water Tower or Site unless such condition, access, defect, hazard, or dangerous condition is caused by DPS or a DPS Event.

11. Casualty. If the Water Tower or Site is damaged or destroyed by fire, storm, or other casualty (“Casualty”), the City or NUA shall promptly notify DPS in writing and provide a good-faith estimate of the restoration timeline. The City or NUA shall use commercially reasonable efforts to restore the Water Tower and Artwork to their prior condition as soon as reasonably practicable. The City shall keep DPS informed of restoration progress. Insurance proceeds for damage to the Water Tower or Artwork shall be applied first to restoration. DPS has no obligation to pay restoration costs, but if DPS chooses new artwork designs after a Casualty, DPS shall pay the additional cost above restoring the original Artwork. DPS may terminate this Agreement on thirty (30) days’ notice if: (i) the Water Tower cannot reasonably be restored within one hundred eighty (180) days, (ii) restoration is not substantially complete within one hundred eighty (180) days, (iii) the cost to restore the Water Tower cannot be accomplished with available funding from insurance proceeds and/or City/NUA funds, or (iii) the Casualty occurs during the final two (2) years of the Term. Upon termination, DPS shall receive a pro-rata refund of prepaid fees for the year in which the casualty occurs and owe no further payments. If the Water Tower or Artwork is not visible to the public due to a Casualty, DPS shall receive a pro-rata fee reduction for each day of lost visibility until restoration is complete or the Agreement terminates. If this Agreement terminates under this Section, the City or NUA shall remove all DPS branding from the Water Tower and Site at its own cost within sixty (60) days, or as soon as practicable if restoration is ongoing.

12. Intellectual Property.

- a. *Ownership*. DPS is and shall remain the sole and exclusive owner of all right, title, and interest in and to the Approved Artwork, the Fansville brand, and all trademarks, service marks, trade names, logos, copyrights, trade dress, and other intellectual property rights associated therewith (collectively, “DPS IP”). Nothing in this Agreement shall be construed to transfer, assign, or convey any ownership interest in any DPS IP to the City, NUA, or any third party.
- b. *Limited License*. Subject to the terms and conditions of this Agreement, DPS hereby grants to the City and NUA a limited, non-exclusive, non-transferable, non-sublicensable, royalty-free license to display the Approved Artwork on the Water Tower and to use DPS IP solely as necessary to perform the City’s and NUA’s obligations under this Agreement, including integration of the Water Tower attraction into visitor guides and tourism platforms as contemplated by Section 4. Any use of DPS IP in promotional materials, press releases, or public communications shall require DPS’s prior written approval, which approval shall not be unreasonably withheld.
- c. *Restrictions*. The City and NUA shall not: (i) use any DPS IP except as expressly permitted under this Agreement; (ii) register or attempt to register any DPS IP, or any mark, name, or designation confusingly similar thereto, in any jurisdiction; (iii) challenge or contest, directly or indirectly, DPS’s ownership of or the validity of any DPS IP; (iv) take any action that would impair, dilute, or harm the goodwill associated with any DPS IP; or (v) use any DPS IP in any manner that suggests endorsement, sponsorship, or affiliation with any third party, product, service, cause, or organization without DPS’s prior written consent.

- d. *Termination of License.* Upon expiration or earlier termination of this Agreement for any reason, all rights granted to the City and NUA with respect to DPS IP shall immediately terminate, and the City and NUA shall, at the City's or NUA's sole cost and expense: (i) immediately cease all use of DPS IP; (ii) remove all DPS IP from the Water Tower, the Site within thirty (30) days, and any promotional materials within six (6) months; and (iii) not thereafter use any DPS IP or any mark, name, or designation confusingly similar thereto for any purpose. DPS shall have no obligation to pay any costs associated with the removal of DPS IP from the Water Tower or Site upon expiration or termination of this Agreement.
- e. *Goodwill.* The City and NUA acknowledge that all goodwill arising from the use of DPS IP shall inure solely to the benefit of DPS.

13. Miscellaneous Provisions.

- a. *Entire Agreement.* This Agreement shall constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this Agreement.
- b. *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns.
- c. *Amendment.* This Agreement may be amended only by an agreement in writing and signed by the parties hereto.
- d. *Assignment.* Except as otherwise provided herein, this Agreement shall not be assignable by DPS or the City without the prior written consent of the other party, which consent may be withheld in such other party's sole and absolute discretion; provided however, DPS may assign this Agreement to (i) any of its affiliates or subsidiaries, and/or (ii) to any successor owner(s) of DPS.
- e. *Time.* Time is of the essence in the performance of and compliance with this Agreement.
- f. *Notice.* Any communication, notice or demand of any kind whatsoever which either party may be required or may desire to give to or serve upon the other shall be in writing and delivered by personal service (including express or courier service), by electronic mail (provided that any notice delivered by electronic mail, to be effective, shall also be simultaneously delivered by one of the other permitted forms of notice hereunder), by reputable and responsible overnight delivery service such as or similar to UPS or Federal Express, or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

To City:

City of Norman
Attn: City Manager
P.O. Box 370
201 West Gray
Norman, OK 73070
Email: city_manager@normanok.gov

With a copy to:

City of Norman
Attn: City Attorney
P.O. Box 370
201 West Gray
Norman, OK 73070
Email: city_attorney@normanok.gov

To NUA:

Norman Utilities Authority
Attn: General Manager
P.O. Box 370
201 West Gray
Norman, OK 73070
Email: city_manager@normanok.gov

With a copy to:

Norman Utilities Authority
Attn: General Counsel
P.O. Box 370
201 West Gray
Norman, OK 73070
Email: city_attorney@normanok.gov

To DPS:

Dr Pepper/Seven Up, Inc.
6425 Hall of Fame Lane
Frisco, TX 75034

With a copy to
Anthony Shoemaker, General Counsel
Email: anthony.shoemaker@kdrp.com

Alana Sharenow, VP, Assistant General Counsel
Email: Alana.Sharenow@kdrp.com
Robert Stone, Senior Director – Media
Email: robert.stone@kdrp.com
Deanna Parker, Associate Manager - Media
Email: Deanna.Alonso@kdrp.com

Any such communication, notice or demand shall be deemed to have been duly given or served on the date of delivery or refusal of delivery.

- g. *Force Majeure*: Neither party shall be responsible nor liable for any delays or failures in performance from any cause beyond its reasonable control, including, but not limited to acts of God, embargoes, war, terrorist acts, acts or omissions of a third party, riots, fires, earthquakes, floods, power blackouts, strikes, or weather events.
- h. *Non-Waiver; Cumulative Remedies*. No failure on the part of any party to exercise and no delay in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by any party of any right hereunder preclude any other or further right thereof. The remedies herein provided are cumulative and not alternative.
- i. *Severability*. If any provision of this Agreement shall be invalid or prohibited by law, such invalidity or prohibition shall be construed as if such invalid or prohibited provision had not been inserted herein and shall not affect the remainder of such provision or the remaining provisions of this Agreement.
- j. *Construction*. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.
- k. *Governing Law; Venue*. It is expressly understood and agreed to by the parties that in the event of any disagreement or controversy between the parties, Oklahoma law shall be controlling. Venue for any legal proceedings for any state court proceeding arising out of or relating to this Agreement that is brought in state court shall be brought exclusively in the district courts of Cleveland County, Oklahoma. Any action or proceeding arising out of or relating to this Agreement that is brought in federal court shall be brought exclusively in the United States District Court for the Western District of Oklahoma.
- l. *Counterparts; Electronic Signatures*. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which together constitute

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only one agreement between the parties. Electronic signatures shall be binding as original signatures.

[SIGNATURE PAGES TO FOLLOW]

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed a of the Effective Date.

THE CITY OF NORMAN,
a municipal corporation
("City")

By: _____
Stephen Holman, Mayor

ATTEST:

By: _____
City Clerk

ACKNOWLEDGEMENTS

STATE OF OKLAHOMA)
) SS:
COUNTY OF CLEVELAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 20, by Stephen Holman, as Mayor of the City of Norman, a municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the date and year first above written in this Acknowledgement.

Notary Public

My Commission expires:

(Seal)

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed a of the Effective Date.

NORMAN UTILITIES AUTHORITY
a public trust
("NUA")

By: _____
Stephen Holman, Chairperson

ATTEST:

By: _____
Secretary

ACKNOWLEDGEMENTS

STATE OF OKLAHOMA)
) SS:
COUNTY OF CLEVELAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 20, by Stephen Holman, as Chairperson of the Norman Utilities Authority, a municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the date and year first above written in this Acknowledgement.

Notary Public

My Commission expires:

(Seal)

K-2627-26

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date.

Dr Pepper/Seven Up, Inc.,
a Delaware limited liability company
("DPS")

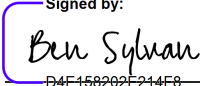
By:  Signed by:
Name: Ben Sylvan
Title: SVP, Connected Media

EXHIBIT A

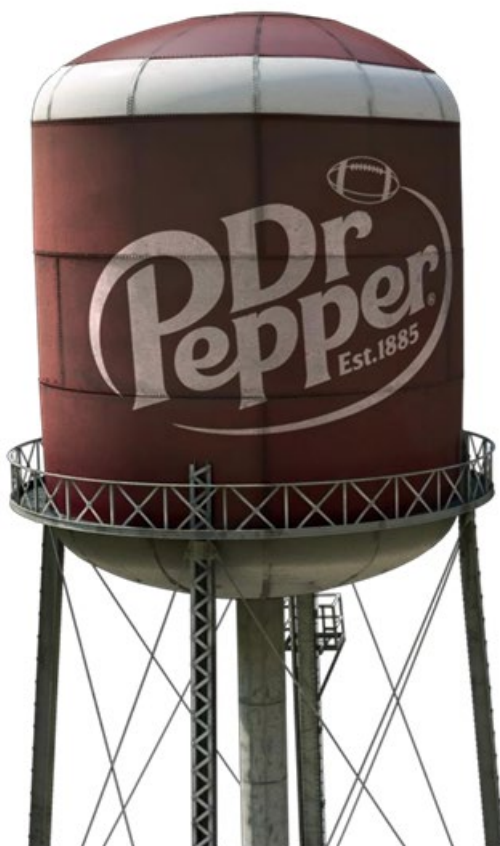


EXHIBIT B

