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Addendum No. 1 to Tourism Attraction Partnership Agreement

This Addendum No. 1 to the Tourism Attraction Partnership Agreement (this "Addendum") is made and effective as of the _____ day of 11/6/2026, 2026 (the "Effective Date"), by and between the City of Norman, Oklahoma, a municipal corporation ("City"), the Norman Utilities Authority ("NUA"), and Dr Pepper/Seven Up, Inc., a Delaware corporation authorized to conduct business in Oklahoma ("DPS"), collectively the "Parties", to set forth parameters related to the naming of a park surrounding and adjacent to the Water Tower and public art therein.

RECITALS

WHEREAS, the City, NUA, and DPS entered into the Tourism Attraction Partnership Agreement on July 28, 2026 (the "Partnership Agreement") that provided for a collaboration between the Parties to transform the City's Water Tower into a unique regional tourism attraction, leveraging brand visibility, visitor engaged experiences, and community-oriented events; and

WHEREAS, the Parties have identified an area surrounding the Water Tower that will provide space for visitors and events related to the tourism attraction; and

WHEREAS, the Parties desire to designate this area as a City park and designate a name for the park reflective of the collaboration set forth in the Partnership Agreement.

NOW, THEREFORE, the Parties hereby agree to add this Addendum to the Partnership Agreement to designate the Park Space, to designate a name for the Park Space, and to provide for public art within the Park Space as follows:

1. Park Space. The City agrees to designate the area generally shown on Exhibit A attached hereto and incorporated herein (the "Park Space") as a Special Use Park. The Park Space will remain in the City's control, and events during the term of the Partnership Agreement will be governed by Section 4 of the Partnership Agreement. Nothing in this Addendum shall be construed to grant DPS any ownership, leasehold, or other interest in, or to impose on DPS any obligation for the construction, maintenance, repair, security, or operation of, the Park Space, and DPS shall have no liability for the condition of the Park Space or for any claims arising from its use, except to the extent caused by the gross negligence or willful misconduct of DPS.

2. Park Name. The City hereby names the Park Space the "Dr Pepper Water Tower Park" for the term of the Partnership Agreement. During such term, the City shall not rename the Park Space or add any other sponsor, brand, or commercial name to the Park Space name without DPS's prior written consent. The City shall install, at the City's sole cost and expense, directional and wayfinding signage displaying the Park Space name to guide visitors to the Park Space, in such number and at such locations as the City and DPS mutually agree in writing. All signage displaying the Park Space name or the DPS Marks, including the main Park Space sign and any directional or wayfinding signage, shall be subject to DPS's prior written approval (email is acceptable for these purposes), which

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approval shall not be unreasonably withheld, and no such signage shall be fabricated or installed until so approved.

3. Use of the "Dr Pepper" Name. DPS hereby grants the City a non-exclusive, non-transferable, non-sublicensable, royalty-free, limited license to reproduce and use those trademarks, service marks, logos, commercial symbols, and other indicia of trade origin of DPS (collectively, the "DPS Marks") solely for inclusion as part of the name of the Park Space and to advertise any City-sponsored events therein, in each case in accordance with DPS's brand guidelines as provided to the City from time to time. The City shall not use the DPS Marks in connection with any event, product, or message that DPS reasonably determines could disparage or reflect negatively on DPS or the DPS Marks. The City's reproduction and use of the DPS Marks, and all goodwill established or symbolized thereby, will inure exclusively to the benefit of DPS, and this Addendum does not confer any goodwill or other interest in the DPS Marks upon the City. The City shall not challenge or contest the validity of the DPS Marks or any registration of the DPS Marks with the U.S. Patent and Trademark Office. The City shall not represent that it has any ownership interest in the DPS Marks or any registrations therefor. Upon the expiration or termination of the Partnership Agreement or this Addendum, the City will discontinue all use of the DPS Marks, and remove all signage bearing the DPS Marks, within 30 days. Nothing herein shall be construed to give DPS any authority over or related to the naming of the Park Space, other than the inclusion of "Dr Pepper" as part of the Park Space name and as otherwise provided in Section 2. DPS agrees that it will not seek to trademark or otherwise register the full name of the Park Space ("Dr Pepper Water Tower Park"); provided, however, that nothing herein shall limit DPS's rights in or to the DPS Marks, including the DR PEPPER mark, or DPS's right to register, use, and enforce the DPS Marks.

4. Public Art. DPS may, at its option, cause to be installed, at DPS' sole cost and expense, public art, including, but not limited to, murals, within the Park Space in such number, at such locations, and of such design as the City and DPS mutually agree in writing. The City represents that it owns or controls the Park Space and any structures upon which the public art is to be installed and has authority to permit such installation, and the City shall provide DPS and its contractors reasonable access to the Park Space and such structures and reasonably cooperate in obtaining any required permits. DPS shall be responsible for claims arising from the installation of the public art to the extent caused by the negligence or willful misconduct of DPS or its contractors. Except as provided in the preceding sentence, the City does not warrant any structures upon which the public art is to be installed and DPS accepts them for the purpose of installing the public art in an AS-IS condition, and Section 1 of this Addendum shall otherwise apply. The City shall not be liable or responsible for the maintenance of any public art installed within the Park Space by DPS; provided, however, that the City shall not alter, cover, or remove any such public art without DPS's prior written consent, and DPS may, but shall have no obligation to, maintain or repair such public art. DPS shall retain all rights in the designs of the public art and any DPS Marks therein. Upon the expiration or termination of the Partnership

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Agreement or this Addendum, DPS may, at its option, remove any such public art or require the City to remove or cover any DPS Marks therein in accordance with Section 3.

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IN WITNESS WHEREOF, the Parties have caused this Addendum to be duly executed as 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 _____, 2026, 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)

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IN WITNESS WHEREOF, the Parties have caused this Addendum to be duly executed as 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 _____, 2026, by Stephen Holman, as Chairperson of the Norman Utilities Authority, a public trust.

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)

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

Dr Pepper/Seven Up, Inc.,
a Delaware corporation
("DPS")

By: Signed by: Robert Stone C1BEF2435E6A452...
Name: Robert Stone
Title: Sr. Director Media

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EXHIBIT A
Depiction of Park Space

