

## ANNEX A

### NATIONAL ACCOUNT BEVERAGE SALES AGREEMENT

This beverage agreement (this “**Agreement**”) between, on the one hand, **PEPSICO SALES, INC.** and **PEPSI-COLA ADVERTISING AND MARKETING, INC.** (collectively, “**Pepsi-Cola**”), each a Delaware corporation and a wholly-owned subsidiary of PepsiCo, Inc. (“**PepsiCo**”), with its principal place of business at 700 Anderson Hill Road, Purchase, New York 10577, on their own behalf and on behalf of the Pepsi/Lipton Tea Partnership and the North American Coffee Partnership (collectively the “**Partnership**”), and solely in their limited capacity as disclosed agents for those individual local bottlers licensed by PepsiCo electing to participate in the programs hereunder as listed on Exhibit #2 attached hereto (“**Bottlers**”), and, on the other hand, \_\_\_\_\_, a \_\_\_\_\_ corporation with its principal place of business at \_\_\_\_\_, on its own behalf, on behalf of any of its locations listed on Exhibit #1 attached hereto (as such may be modified from time to time), on behalf of its affiliates and wholly-owned subsidiaries, (the “**Outlet**”), as an authorized member of **BOWLING PROPRIETORS’ ASSOCIATION OF AMERICA, INC.** (“**BPA**”) sets forth the agreement of the parties with respect to the purchase and promotion of Pepsi-Cola’s and the Partnership’s fountain beverage products.

1. **Term**

The term of this Agreement will commence on the later date that either party executes this Agreement, as reflected on the signature page of this Agreement, and expire on December 31, 2023 (“**Term**”); however in no event shall the Term commence prior to January 1, 2017. When fully executed, this Agreement will constitute a binding obligation of both parties until such time as the foregoing commitment of the Outlet has been fulfilled. For purposes of this Agreement, the term “**Year**” will mean a 12 month period during the Term beginning on the first day of the Term or anniversary thereof.

2. **Scope**

During the Term, in the event Outlet offers dispensed beverage products, Outlet will purchase Pepsi-Cola’s and the Partnership’s corporate branded postmix products (“**Postmix Products**”) from Pepsi-Cola and the Partnership for use in preparing fountain beverage products sold under the trademarks of PepsiCo and the Partnership (“**Fountain Products**”), carbonated frozen products (“**FCB**”), uncarbonated frozen products (“**FUB**”), dispensed juice products (including dispensed lemonade products) (“**Dispensed Juice Products**”) and liquid concentrate tea (“**LCT**” and, collectively with Fountain Products, FCB, FUB and Dispensed Juice Products, the “**Pepsi-Cola Dispensed Products**”), each sold under the trademarks of PepsiCo and the Partnership or as otherwise licensed to PepsiCo to be sold in existing, future and after-acquired (provided not already under a pre-existing beverage agreement with Pepsi-Cola) outlets owned, operated, managed, leased, franchised and/or licensed by Outlet. A list of all outlets initially included within the scope of this Agreement is attached to this Agreement as **EXHIBIT #1**.

For purposes of this Agreement, the term “**Gallons**” will mean gallons of Postmix Products purchased by the Outlet from Pepsi-Cola and the Partnership during the Term and used to prepare the Pepsi-Cola Dispensed Products. Notwithstanding the foregoing, for purposes of Section 4.3 herein, Gallons shall not include any gallons of Postmix Products relating to the brand Gatorade, FCB, FUB, LCT, Dispensed Juice Products, or fountain beverage product flavor shots used to mix together with Fountain Products. For purposes of this Agreement, “**Bottler(s)**” shall mean local participating bottler(s) licensed by Pepsi-Cola and/or the Partnership. The Bottlers that have agreed to participate as of the execution of this Agreement are listed on **EXHIBIT #2** attached hereto. Pepsi-Cola shall use its good faith and commercially reasonable efforts to have any Pepsi-Cola bottler that services a territory in which the Outlet is located, to participate in the programs described herein; however, Pepsi-Cola shall have no obligation to extend the Packaged Products pricing or funding to the extent such bottlers elect not to so participate.

Where and as applicable, to the extent requested by the Outlet, Pepsi-Cola will deliver Postmix Products to the Outlet’s designated foodservice distributors; provided, however, that in limited geographies, Pepsi-Cola reserves the right to distribute the Postmix Products to the Outlet through

individual Bottlers. In the event that a foodservice distributor does not carry the Postmix Products, Pepsi-Cola will use commercially reasonable efforts to gain their agreement to carry such products. Failing such agreement, affected Outlets will either designate another foodservice distributor or accept delivery from Bottlers.

During the Term, in the event Outlet offers ready-to-drink packaged beverage products (including but not limited to carbonated soft drinks, teas, waters, isotonic, energy drinks, juices, juice drinks, dairy-based beverages and/or coffee-based beverages), Outlet will purchase Pepsi-Cola's and the Partnership's corporate branded products ("**Packaged Products**") from Bottlers in whose territories the affected Outlets are located to be sold in existing, future and after-acquired (provided not already under a pre-existing beverage agreement with Pepsi-Cola) outlets owned, operated, managed, leased, franchised and/or licensed by Outlet.

For purposes of this Agreement, unless indicated otherwise, the term "**Cases**" with respect to Packaged Products shall mean cases of Packaged Products purchased by the Outlets directly from a Bottler during the Term, initially delivered in quantities of 24 pack plastic bottles, aluminum cans and/or glass bottles, or equalized 24 pack cases, i.e. 2-12-pack cases, or 1 liter sizes delivered in quantities of 15, or 1.5 liter sizes delivered in quantities of 12, or 2 liter sizes delivered in quantities of 8, or other case equivalents that may from time to time be offered by a participating Bottler. Notwithstanding the foregoing, for purposes of Section 4 herein, Cases shall not include any cases of Dr Pepper Snapple Group products (e.g., Dr Pepper, Crush), or cases of allied brands generally (e.g., Muscle Milk), unless otherwise specifically set forth herein or agreed upon in writing by Pepsi-Cola; *provided, however*, that Pepsi-Cola has agreed that Cases shall include cases of allied brands sold directly by its company-owned Bottler known as Pepsi Beverages Company.

### 3. **Exclusivity**

#### 3.1 Fountain Products, Dispensed Juice Products, LCT.

In the event the Outlet determines to offer fountain beverage products, dispensed juice products, and/or liquid concentrate tea products, Pepsi-Cola will be the exclusive supplier of such products to the Outlet during the Term, and the Pepsi-Cola's Fountain Products, Dispensed Juice Products and LCT will be the exclusive dispensed beverages of their respective categories sold, dispensed or otherwise made available, or in any way advertised, displayed, or promoted at or in connection with the Outlet by any method or through any medium whatsoever (including, without limitation, print, television, radio, internet, coupons, in-store displays and signage). In the event that the Outlet determines to offer fountain beverages beyond those listed in paragraph 7.2, such further fountain beverages may only be Fountain Products which Pepsi-Cola or the Partnership offer for sale during the Term.

#### 3.2 Limited Exceptions to Fountain Product Exclusivity.

The Outlet may offer Dr Pepper, or Diet Dr Pepper, or Orange Crush on 1 valve of Equipment as a fountain beverage in the Outlets during the Term, provided in each case the Outlet purchases its requirements from the local Bottler ("**Standard Permitted Product**" or "**Permitted Product**").

In the event that the Outlet determines to offer bar mixers, then the Outlet will advise Pepsi-Cola and give Pepsi-Cola an opportunity to present to the Outlet its available product offerings within the bar mixer category. Thereafter, in the event the Outlet decides it is not in the Outlet's best interest to offer Pepsi-Cola bar mixers, the Outlet may offer bar mixers procured from other suppliers; provided, however, that such bar mixers procured from other suppliers must not be manufactured by or sold under the trademarks of The Coca-Cola Company or its affiliates, bottlers, distributors, joint ventures, and subsidiaries.

#### 3.3 Packaged Products.

In the event that the Outlet determines to offer Packaged Products, then the Outlet will purchase such Packaged Products sold under the trademarks of PepsiCo and the Partnership from Bottlers in whose territories the affected Outlets are located. Packaged Products, which are produced or sold by Bottlers, will be purchased by the Outlet from Bottlers at prices established from time to time by the respective Bottlers. Packaged Products will be the exclusive packaged beverage products of their respective types and categories made available by the Outlet; provided, however, the Outlet shall be permitted to offer energy drink packaged beverage products competitive to AMP/Rockstar energy

drink; provided that in no event shall such competitive energy drink packaged beverage products be products of The Coca-Cola Company or any of its affiliates, subsidiaries, joint ventures or bottlers, and no competitive products may be displayed or made available through Packaged Product Equipment of any type provided by Bottlers without the consent of such Bottlers. For clarification purposes, the Outlet shall only be permitted to purchase packaged beverage products sold under the trademarks of PepsiCo and the Partnership from Bottlers and failure to adhere to this provision shall be considered a material breach of the terms and conditions of this Agreement. Any violations of the foregoing that are not cured within 7 days (irrespective of the provisions of Section 8.1 of this Agreement) may subject the Outlet to immediate termination of this Agreement. Notwithstanding the foregoing, to the extent the Outlet resides in a territory in which the local bottler has elected not to participate in the programs set forth herein, the provisions in this paragraph relating to packaged beverage product exclusivity shall not apply to the Outlet until such time as such local bottler elects to so participate.

#### 3.4 FCB, FUB.

In the event that the Outlet determines to offer frozen beverage products (carbonated and/or noncarbonated), then the Outlet will in good faith use reasonable efforts to purchase FCB and/or FUB from Pepsi-Cola.

### 4. Funding

In consideration of the Outlet's performance of its obligations hereunder, Pepsi-Cola will make the following available to the Outlet:

#### 4.1 National Account Prices

Pepsi-Cola will make its Postmix Products available to the Outlet at its national account prices in effect from time to time under Pepsi-Cola's and the Partnership's respective national account programs ("**National Account Prices**").

#### 4.2 Packaged Products Pricing

Throughout the Term, Cases of Packaged Products will be made available and provided to the Outlet by Bottler(s) at prices consistent with prevailing market rates, which rates will be made available to the Outlet, in writing. The Outlet acknowledges that individual Bottlers possess exclusive authority to establish pricing of Packaged Products within their respective licensed territories; provided, however, in no event shall the pricing of the Packaged Products from any Bottler increase by more than **3.5%** in any Year. Notwithstanding the foregoing, the provisions of this Section 4.2 shall not be applicable to outlets located in Alaska or Hawaii. Pricing for Packaged Products for outlets in Alaska and Hawaii shall be determined by Pepsi-Cola or the local bottler on a case-by-case basis.

#### 4.3 Payment of Funds to the Outlet.

Pepsi-Cola acknowledges that its agreement with BPAA requires BPAA to pay to the Outlet **\$4.50** per Gallon, **\$1.00** per case with greater than 12 units, and **\$0.50** per case with 12 units or less purchased by the Outlet, provided the Outlet is in good standing with BPAA.

### 5. Pepsi-Cola Dispensed Products Equipment

Except as otherwise provided herein, upon execution of this Agreement or when units reach the end of their life, as determined by Pepsi-Cola, Pepsi-Cola will provide beverage dispensing equipment appropriate to the volume pouring requirements of each specific location, which beverage dispensing equipment shall be used exclusively for dispensing the Pepsi-Cola Dispensed Products (subject to any exceptions set forth herein) ("**Equipment**"). The type of Equipment placed, fountain dispensers, barguns, urns or other types and pieces of dispensing equipment and or the number of valves per piece of Equipment, will be mutually determined by Pepsi-Cola and the Outlet to ensure that the equipment dispensing solutions are right-sized to each location, based upon reasonable estimates of annual volume sold.

Outlets purchasing on average at least 150 Gallons per year will receive fountain dispensing Equipment from Pepsi-Cola, subject to the terms and conditions outlined herein. Pepsi-Cola will continue to maintain and service its Equipment placed in all Outlets, including Outlets purchasing on average less than 150 Gallons per year; however, once Equipment units placed in Outlets purchasing

on average less than 150 Gallons per year reach the end of their life, Pepsi-Cola may elect, in its sole discretion, not to provide replacement fountain dispensing equipment to such Outlets.

For avoidance of doubt, Pepsi-Cola does not expect to place any FCB dispensers in the Outlets, and Pepsi-Cola shall not be obligated to replace any FUB dispensers placed in the Outlets.

At all times, legal title to the Equipment will belong to Pepsi-Cola. The Outlet Member will cooperate with Pepsi-Cola in maintaining the Equipment in good working order throughout the Term, and Pepsi-Cola will provide maintenance in accordance with the Service Program set forth herein. Notices required below must be made consistent with Section 8.10 of this Agreement. For purposes of this Agreement, the term "Equipment" shall include any beverage dispensing equipment provided by Pepsi-Cola under the parties' prior agreement relating to Pepsi-Cola's dispensed beverages, if any.

#### 5.1 Remodeled Outlets:

If at any time during the Term subsequent to initial installation of any unit of Equipment (i.e., as a result of remodeling/internal redesign/reconfiguration, redeployment/reinstallation, etc.), the Outlet requests that Pepsi-Cola disconnect/remove/relocate/reinstall Equipment in, within or between its premises (each an "**Equipment Move**"), then the Outlet will notify Pepsi-Cola of such requests in writing and at least 30 days in advance of any Equipment Move(s). The Outlet will promptly reimburse Pepsi-Cola for any and all costs incurred by Pepsi-Cola in meeting the Outlet's requirements, payable within 30 days of the date of Pepsi-Cola's invoice for such Equipment Move(s).

#### 5.2 Closed Outlets/Early Replacements:

##### 5.2(a) Closed Outlets:

If at any time subsequent to initial installation of any unit of Equipment, the Outlet intends to permanently close, then the Outlet will notify Pepsi-Cola of such intent in writing and at least 30 days in advance of the closure ("**Closed Outlet**"). Upon notice of such Closed Outlet(s), the Outlet will cooperate with Pepsi-Cola and its Bottlers to provide access to such Closed Outlet(s) to remove Equipment and will surrender the Equipment. As used herein, "permanently close" means cease to operate in the ordinary course of business for a period of at least 30 days without subsequently reopening and serving the Fountain Products within a period not to exceed 30 days thereafter.

##### 5.2(b) Early Replacements:

If at any time during the Term subsequent to initial installation of any unit of Equipment (i.e., as a result of the Outlet remodeling/internal redesign/reconfiguration, etc.), the Outlet requests that Pepsi-Cola replace Equipment prior to full amortization (*as reasonably determined by Pepsi-Cola, applying generally accepted accounting principles using 10 year (5 year for urns) straight line depreciation methodology*), then the Outlet will notify Pepsi-Cola of such requests in writing and at least 30 days in advance, and Pepsi-Cola may, in its sole discretion, elect to replace affected Equipment ("**Early Replacement**"). Upon notice of such Early Replacement(s), the Outlet will cooperate with Pepsi-Cola and its Bottlers to provide access to such Outlet(s) to remove and replace Equipment and will surrender the pre-existing Equipment to be replaced.

In both Closed Outlet and Early Replacement scenarios above, Pepsi-Cola reserves the right to invoice the Outlet immediately for (i) the current unamortized book value of such Equipment (*as reasonably determined by Pepsi-Cola, applying generally accepted accounting principles using 10 year (5 year for urns) straight line depreciation methodology*) excluding the unamortized book value of any fountain dispenser(s), or other unit(s) for which Pepsi-Cola seeks to retain title, which fountain dispenser(s) or unit(s) will be surrendered by the Outlet to Pepsi-Cola, plus (ii) an amount representing the costs of removal and refurbishment of such Equipment. The Outlet will pay any such invoice in full within 30 days of the date of Pepsi-Cola's invoice.

#### 5.3 Service Program

Pepsi-Cola will cause service (unlimited reactive service plus one (1) preventative maintenance call per year) to be provided to the Equipment at no charge (*no charge for labor, no charge for parts*) through Bottlers or such other service providers as Pepsi-Cola may designate. Notwithstanding the foregoing, as it relates to water filtration systems, Pepsi-Cola will not provide any water filter replacement cartridges, which replacement cartridges will be the Outlet's responsibility.

## 6. Packaged Product Equipment and Service

Bottler(s) will loan each Outlet, at no charge, appropriate Packaged Product Equipment for the exclusive display and distribution of the Packaged Products. Such Packaged Product Equipment shall be in sufficient quantities (in light of sales volume) as determined by the applicable Bottler to satisfy the Outlet's reasonable needs. Packaged Product Equipment will bear only those official colors and decals authorized and approved by Pepsi-Cola. Packaged Product Equipment will, at all times, remain the sole property of the Bottler(s), who will be responsible for repairing, cleaning and maintaining the Package Product Equipment in good working order and condition.

The Bottler(s) will provide service and support, as required, for maintaining the Packaged Product Equipment as follows: (1) during regular business hours on Mondays through Fridays; (2) on an "on-call" basis on Saturdays and Sundays. The Bottler(s) will further retain the right to repair, replace, move or remove any and all Package Product Equipment situated upon the Outlets, at its sole discretion. The Outlet will not itself, and will not permit any other party to, repair, replace, relocate, move or remove any Packaged Product Equipment. The Outlet will use reasonable effort to keep the Packaged Product Equipment in clean and sanitary condition, wholly free of all advertising (other than advertising of Pepsi-Cola, Lipton, or other Pepsi-Cola affiliated brands). In addition, the Outlet agrees to notify promptly the Bottler(s) of any need for repair or service, and to cooperate fully with such Bottler(s) in affecting such necessary repairs or service.

## 7. Performance Requirements

This Agreement, including all of Pepsi-Cola's support to the Outlet as described above, is contingent upon the Outlet complying with the following performance criteria throughout the Term. The Outlet agrees to provide such documentation as may be reasonably requested by Pepsi-Cola relating to the Outlet's compliance with the requirements set forth in this Section 7.

### 7.1 Exclusive Supplier/Beverage Product Status.

Throughout the Term of this Agreement, the Outlet will:

- (i) designate Pepsi-Cola, Bottlers and authorized foodservice distributors delivering Postmix Products (if applicable) as the exclusive supplier(s) of their non-alcoholic beverages and beverage types/beverage categories provided herein; *and*
- (ii) take all actions necessary to enforce this designation throughout its entire system.

### 7.2 Brands.

In the event Outlet offers dispensed beverage products, at least the following Fountain Products brands will be served in all outlets: Pepsi; Diet Pepsi; Mist; and Mountain Dew. Subject to the limited exception for Permitted Product pursuant to Section 3.2, the Outlet will select amongst the Fountain Products for any and all remaining valves of Equipment.

In the event Outlet offers ready-to-drink packaged beverage products, at least the following Packaged Products brands will be served in all outlets: Pepsi; Diet Pepsi; Mist, Mountain Dew, Aquafina and AMP/Rockstar (or such other energy drink as Pepsi-Cola and the Outlet may mutually agree upon).

### 7.3 Brand Identification.

There will be brand identification for each Pepsi-Cola Dispensed Products and Packaged Products served on all menus, menuboards and postmix dispensing valves.

### 7.4 No Re-Sale.

The Outlet will use the Postmix Products only to prepare the Pepsi-Cola Dispensed Products:

- (i) in accordance with procedures and standards established by Pepsi-Cola and the Partnership; *and*
- (ii) only for immediate or imminent consumption and will not resell the Postmix Products either to non-affiliated outlets or to consumers in any form other than drinkable beverage products.

7.5 Stales and/or Spoilage. Outlet understands that the products provided hereunder are perishable. Pepsi-Cola does not replace stale or spoiled products. Outlet agrees that no product shall be sold past the code date, and that Outlet shall abide by policies on product handling and quality control periodically published by the manufacturer.

#### 7.6 Marketing Programs.

The Outlet will participate in at least 3 Pepsi-Cola approved marketing programs per Year. The programs will be for the benefit of the Outlet's system, and the Outlet will use the funds paid to the Outlet by BPAA as set forth under this Agreement to help offset the advertising and promotion costs of such programs.

#### 7.7 List of Outlets.

The Outlet will provide Pepsi-Cola, upon execution of this Agreement an electronic list of all Outlets, including name, location, telephone number(s) and points of contact for each outlet, and thereafter for the remainder of the Term, the Outlet will continue to be responsible for promptly notifying Pepsi-Cola, in writing, of each outlet that is opened, acquired, closed or sold, and the relevant information pertaining thereto.

### 8. General Terms

#### 8.1 Termination.

Either party may terminate this Agreement if the other commits a material breach of this Agreement; provided, however, that the terminating party has given the other party written notice of the breach and the other party has failed to remedy or cure the breach within 90 days of such notice. Any sale of competitive beverages not specifically permitted by this Agreement is a material breach of this Agreement. In addition, if at any time during the Term of this Agreement, the Outlet ceases to be a member in good standing of the BPAA as verified by Pepsi-Cola, then Pepsi-Cola shall have the right, but not the obligation, to immediately terminate this Agreement.

#### 8.2 Remedies.

If this Agreement is terminated before its expiration date due to a default by the Outlet which is not timely cured pursuant to Section 8.1 above, then the Outlet will immediately, to be received by Pepsi-Cola and Bottlers no later than 30 days following termination:

- (i) Make a payment to Pepsi-Cola reflecting reimbursement to Pepsi-Cola for (a) the current unamortized book value of Equipment provided under Section 5 of this Agreement (*as reasonably determined by Pepsi-Cola, applying generally accepted accounting principles using 10 year (5 year for urns) straight line depreciation methodology*) which Equipment will be surrendered by the Outlet to Pepsi-Cola, plus (b) an amount representing the costs of removal and refurbishment of such Equipment; and
- (ii) Surrender to individual Bottlers any and all units of equipment of whatever type provided by such Bottlers for the distribution and display of Packaged Products.

The specification of the foregoing remedies is not intended to restrict the right of either party to pursue other remedies or damages if the other party has breached the terms of this Agreement.

#### 8.3 Expiration.

Upon expiration of this Agreement, if the Outlet has not entered into a further agreement with Pepsi-Cola for the purchase of Pepsi-Cola Dispensed Products, the Outlet will immediately, to be received by Pepsi-Cola and Bottlers no later than 30 days following expiration:

- (i) Surrender to Pepsi-Cola the Equipment; and
- (ii) Surrender to individual Bottlers any and all units of equipment of whatever type provided by such Bottlers for the distribution and display of Packaged Products.

#### 8.4 Creditworthiness of Foodservice Distributors.

Throughout the Term of the Agreement, Pepsi-Cola acknowledges that the Outlet may elect to receive delivery of the Postmix Products through a foodservice distributor designated by the Outlet. If the Outlet so elects, and should Pepsi-Cola determine that the Outlet's foodservice distributor poses an unacceptable credit risk to Pepsi-Cola, then Pepsi-Cola will have the right, but not the obligation, either to refuse to do business with the Outlet's foodservice distributor, or to impose such additional terms deemed necessary, i.e., C.O.D., refrain from further shipments until outstanding invoices are paid, etc., to minimize risk to Pepsi-Cola. At all times, Pepsi-Cola reserves the right both to establish and subsequently modify terms of sale to any foodservice distributors. If during the Term of the Agreement, Pepsi-Cola appraises the Outlet that its current foodservice distributor poses an unacceptable credit risk, then to the extent that the Outlet continues to desire delivery via a

foodservice distributor, the Outlet will use its best efforts to find an alternate foodservice distributor having creditworthiness acceptable to Pepsi-Cola. At all times, the Outlet will support Pepsi-Cola's efforts to collect unpaid amounts due from the Outlet's foodservice distributor.

#### 8.5 The Outlet Representations and Warranties.

The undersigned as the Outlet represents and warrants to Pepsi-Cola that:

- (i) execution, delivery and performance of this Agreement by the Outlet will not violate any agreements with, or rights of, third parties, including but not limited to the Outlet's agreements with competitive beverage suppliers, e.g., with The Coca-Cola Company and/or Dr Pepper Snapple Group, Inc., and their respective affiliates, bottlers, distributors, subsidiaries and joint ventures; and
- (ii) execution, delivery and performance of this Agreement by the Outlet will not violate any statute, rule or regulation applicable to the Outlet or any of its properties, assets or operations (including without limitation any financial reporting and disclosure requirements promulgated by the Securities and Exchange Commission); and
- (iii) it possesses full legal authority to enter into the terms and conditions of this Agreement; and
- (iv) other than as may be set forth herein, the Outlet is not affiliated with any legal entity currently under a beverage agreement with Pepsi-Cola; and
- (v) upon execution of this Agreement, the Outlet is an authorized member in good standing with the BPAA.

#### 8.6 Entire Agreement.

This Agreement contains the entire agreement between the parties hereto regarding the subject matter hereof and supersedes all other agreements entered into between the parties prior to or during the Term, including prior funding commitments relating to the purchase of the Postmix Products by the Outlet. This Agreement may be amended or modified only by a writing signed by each of the parties.

#### 8.7 Non-Disclosure.

Except as may otherwise be required by law or legal process, neither party will disclose to unrelated third parties the terms and conditions of this Agreement without the consent of the other. Notwithstanding the foregoing, each party acknowledges and agrees that this Agreement may be disclosed to BPAA.

#### 8.8 Acquisition and Assignment.

In the event that a third party acquires the Outlet or all or a group of the outlets, or if the Outlet is acquired or merges with a third party, this Agreement will be automatically assigned to the acquiring party/merged entity with respect to the affected outlets in connection with such transaction; provided, however, that in the event the acquiring party/merged entity thereafter repudiates this Agreement or fails to perform pursuant to the terms and conditions herein, Pepsi-Cola may, at its option, terminate this Agreement effective immediately and the Outlet will pay to Pepsi-Cola all sums specified in paragraph 8.2 ("**Remedies**") with respect to all affected outlets.

#### 8.9 Governing Law.

This Agreement will be governed by the laws of the State of New York.

#### 8.10 Notices.

Any notice which either party is required or permitted to give hereunder will be in writing, signed by the notifying party and will be either delivery by hand or nationally-recognized overnight courier service or deposited in the United States mail, certified or registered mail, return receipt requested, postage paid, addressed as follows: If to the Outlet, to the name and address herein. If to a Bottler, to the name and address provided by such Bottler, with a copy to Pepsi-Cola as hereinafter provided. If to Pepsi-Cola, to the name and address herein, with a copy thereof to: Foodservice Counsel, 1111 Westchester Avenue, White Plains, NY 10604, or to such addresses as the parties may direct notice given as herein provided. Notice will be deemed to have been given when delivered by hand or nationally recognized overnight courier service, or when received as evidenced by the return receipt, or the date such notice is first refused, if that be the case.

#### 8.11 Intellectual Property.

Use and distribution by the Outlet of any and all written, broadcast, and printed materials created either directly by the Outlet or by a third party for the benefit of the Outlet and/or at the Outlet's request - including, but not limited to, advertisements, marketing materials, correspondence, press releases of whatever type, promotional materials, and/or point of sale materials - which bear and include the Pepsi-Cola, PepsiCo and/or Partnership name(s) and/or their respective trademarks, and/or bear and include the name(s) and/or the respective trademark(s) of any or all of the Fountain/Frozen/Packaged Products, will at all times be subject to Pepsi-Cola's prior written approval.

**8.12 No Waiver.**

No consent or waiver by either party of any breach or default by the other party in its performance of its obligations under this Agreement will be deemed or construed to be a consent to or waiver of a continuing breach or default or any other breach or default of those or any other obligations of that party. No consent or waiver will be effective unless in writing and signed in advance by both parties.

**8.13 Taxes.**

The Outlet will remain responsible for any applicable taxes, fees or other tax liability incurred in connection with the Outlet's receipt of funding and/or Equipment and/or Packaged Products Equipment provided by Pepsi-Cola or the Bottlers under this Agreement. In addition, the Outlet will neither assess nor impose upon Pepsi-Cola or the Bottlers any common area maintenance fees, taxes or other charges based on occupation of the space allocated to Equipment and/or Packaged Products Equipment, nor with respect to the ownership or usage thereof.

If the foregoing correctly sets forth our understanding, please sign below to confirm our agreement.

**PEPSI-COLA ADVERTISING AND MARKETING, INC.  
AND PEPSICO SALES, INC.**

**OUTLET:**

\_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Fed Tax Id No: \_\_\_\_\_



**EXHIBIT #1**

(To be attached by the parties upon execution of this Agreement)

**EXHIBIT #2**  
List of Participating Bottlers

- All Pepsi Beverages Company AND

ADMIRAL GROUP CASPER
ADMIRAL GROUP CHEYENNE
ADMIRAL GROUP GREAT FALLS
ADMIRAL GROUP IDAHO FALLS
ADMIRAL GROUP OGDEN/LOGAN
ADMIRAL GROUP PROVO/ROOSEVELT
ADMIRAL GROUP RAPID CITY
ADMIRAL GROUP ROUNDUP
ADMIRAL GROUP WORLAND
BERNICK DULUTH
BERNICK FREDERIC
BERNICK ST CLOUD
BEVERAGE SOUTH FLORENCE
BEVERAGE SOUTH GREENVILLE
BIGFOOT BEVERAGES BEND
BIGFOOT BEVERAGES COOS BAY - PASTEGA
BIGFOOT BEVERAGES EUGENE- PASTEGA
BIGFOOT BEVERAGES ROSEBURG- PASTEGA
BROWN JACKSON
BROWN MC COMB
BUFFALO ROCK BIRMINGHAM
BUFFALO ROCK DOTHAN
BUFFALO ROCK HUNTSVILLE
BUFFALO ROCK MONTGOMERY
BUFFALO ROCK NEWNAN
BUFFALO ROCK PANAMA CITY
BUFFALO ROCK PENSACOLA
GILLETTE LACROSSE
GILLETTE MANKATO
GILLETTE ROCHESTER
HARRINGTON ANACONDA
HARRINGTON BOZEMAN
HARRINGTON BUTTE
LINPEPCO ALLIANCE
LINPEPCO HASTINGS
LINPEPCO LINCOLN
LINPEPCO SIOUX CITY
LINPEPCO TOPEKA

MISSOULA/KALISPELL KALISPELL
MISSOULA/KALISPELL MISSOULA
NORTHERN BOTTLING HETTINGER
PBC
PBV RALEIGH
PBV SALISBURY
PBV WINSTON-SALEM
PCBC BELLINGHAM
PCBC BILLINGS
PCBC BRATLBR-N HAMTN
PCBC BROOKFIELD
PCBC CHAMPAIGN
PCBC CORPUS CHRISTI
PCBC FLAGSTAFF
PCBC GLENS FALLS
PCBC GREENVILLE NC
PCBC HAVRE DE GRACE
PCBC HICKORY
PCBC HOUGHTON
PCBC MARYSVILLE
PCBC MCALESTER
PCBC MEMPHIS
PCBC MOUNT SHASTA
PCBC OGDENSBURG
PCBC PIPESTONE
PCBC ROCK ISLAND
PCBC ROCK SPRINGS
PCBC SAFFORD
PCBC VANCOUVER
PCBC WAUSAU
RAUH WORCESTER