

EXHIBIT A

STANDARD FORM 3-10J

BEVERAGE SALES AGREEMENT

This sets forth the agreement ("Agreement") between Bottling Group, LLC, a Delaware limited liability company, and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company with an office located at 2351 Edison Blvd, Twinsburg, OH ("Pepsi") and The City of Hudson, OH, dba Ellsworth Meadows Golf Club, with its principal place of business at 1101 Barlow Rd. Hudson, OH (the "Customer") relating to the purchase by the Customer from Pepsi of the Products. The support described below is in lieu of any other discounts, allowances or rebates to which the Customer might otherwise be entitled from time to time.

Definitions

As used in this Agreement, the following capitalized terms shall have the respective meanings assigned thereto below.

"Beverage" or "Beverages" means all carbonated and non-carbonated, non-alcoholic drinks, including but not limited to, (i) colas and other flavored carbonated drinks; (ii) fruit juice, fruit juice containing and fruit flavored drinks; (iii) chilled coffee drinks; (iv) chilled tea products; (v) hypertonic, isotonic and hypotonic drinks (sports drinks and fluid replacements); (vi) energy drinks, (vii) bottled or canned water whether carbonated or still (spring, mineral or purified), and (viii) any future categories of nonalcoholic beverage products that may be distributed by Pepsi.

"Cases" shall mean the number of cases of Packaged Products purchased by the Customer from Pepsi, initially delivered in quantities of 24, 15, and 12 bottle/can units, and thereafter in such other size, quantity and type of containers as determined by Pepsi, from time to time.

"Gallons" shall mean the number of gallons of the Postmix Products purchased by the Customer from Pepsi.

"Outlets" shall mean the existing Customer facilities operated under the Ellsworth Meadows Golf Club trademarks as listed in attached Exhibit A and shall include any restaurant, outlet or other facility in the Customer's system that may be opened or acquired by the Customer under those trademarks during the Term (the "Outlets"). In the event that new Outlets are added during the Term of this Agreement, the parties shall create an updated Exhibit A and attach it hereto. The Outlets shall include the parking garages or other Customer-owned/controlled/operated surrounding areas located at or within those facilities.

"Packaged Products" shall mean Beverages that are distributed in pre-packaged form (e.g., bottles and cans). A current list of Pepsi's Packaged Products is listed in attached Exhibit B which may be amended by Pepsi from time to time.

"Postmix Products" shall mean Beverages used to create and dispense fountain beverages. A current list of Pepsi's Postmix Products is listed in attached Exhibit B which may be amended by Pepsi from time to time.

"Products" shall mean Postmix Products and Packaged Products manufactured, bottled, sold and/or distributed by Pepsi.

"Year" shall mean each 12-month period during the Term commencing on the first day of the Term or an anniversary thereof.

1. **Term**

The term of this Agreement shall commence on Jan 1, 2013 and expire upon the later of December 31, 2019 or at such time as Customer's collective purchases of Products meets or exceeds a volume threshold (the "Volume Threshold") of 4,300 Gallons and Cases (the "Term"). For the purposes of measuring the Volume Threshold only, 1 Case of Packaged Product shall be deemed equal to 1 Gallon of Postmix Product. Thus, in the event the Volume Threshold is not met on or before the date indicated above, then the Term shall automatically extend for the period of time necessary until the Volume Threshold has been met (the "Automatic Extension"). Except for applicable Marketing Support Funds, which may be earned during the Automatic Extension; Pepsi shall not provide any other consideration to Customer. When fully executed, this Agreement will constitute a binding obligation of both parties until expiration or termination.

2. **Scope**

(A) **Exclusive Pouring Rights**

During the Term of this Agreement Pepsi shall have the exclusive right to make all Beverages (including Fountain Products and Packaged Products) available for sale and distribution within the Customer's Outlets, including at all locations located within the Outlets where Beverages are sold and catering operations for Customer or its Outlets. Accordingly, the Products shall be the only Beverages of their respective type sold, dispensed or served anywhere at the Outlets, and Customer will cause the purchasing representative for each of the Outlets to purchase all its respective requirements for such Products directly and exclusively from Pepsi.

(B) **Ancillary Products**

During the Term, Customer will cause the purchasing representative for each of the Outlets to purchase all its respective requirements for carbon dioxide and branded disposable cups ("Ancillary Products") exclusively from Pepsi.

(C) **Advertising Rights**

Pepsi may advertise and promote its Products in and with respect to the Customer and its Outlets upon mutually agreed to terms and conditions.

3. **Performance**

This Agreement, including all of Pepsi's support to the Customer as described below, is contingent upon the Customer complying with all of the following performance criteria:

(A) **Exclusivity.** The Products shall be the exclusive Beverage of their respective types sold, dispensed or otherwise made available, or in any way advertised, displayed, represented or promoted at or in connection with the Outlets by any method or through any medium whatsoever (including without limitation print, broadcast, direct mail, coupons, handbills, displays and signage), whether public or private. In no event shall there be served, dispensed or otherwise made available, or in any way advertised, displayed, represented or promoted, beverage products licensed by, or produced by

bottlers licensed by, The Coca-Cola Company or any affiliate thereof, or any other supplier of competitive nonalcoholic Beverages.

(B) **Product Mix.** The Customer represents that it shall purchase and shall cause its Outlets to purchase Products exclusively from Pepsi and that it shall use reasonable efforts to maintain a mix of both Postmix Products and Packaged Products at each of the Outlets throughout the Term.

(C) **Fountain Products.** The Customer shall only use the Postmix Products for use in preparing the fountain beverage products (the "Fountain Products"): (i) in accordance with the standards established by Pepsi; and (ii) only for immediate or imminent consumption and shall not resell the Postmix Products either to nonaffiliated outlets or to consumers in any form other than the Fountain Products.

(D) **Brand ID.** The Customer shall have appropriate brand identification, as identified by Pepsi, for each Beverage Product served on all menus (including catering), menuboard and postmix dispensing valves at each of the Outlets throughout the Term.

(E) **Changes in Outlet(s).** The Customer agrees that it shall promptly notify Pepsi, in writing, of each new Outlet which is opened or acquired during the Term, as well as of any Outlet which is closed, sold or otherwise disposed of during the Term so that the parties may promptly update Exhibit A.

4. Consideration

In consideration of the exclusive rights granted to Pepsi by Customer over the Term of this Agreement, and provided Customer is not in breach of this Agreement, Pepsi shall provide Customer with the following:

(A) **Initial Support Funds.** Pepsi shall provide Customer with initial support funds in the amount of \$12,000, payable to the Customer within sixty (60) days of the signing of this Agreement by both parties (the "Initial Support Funds"). The Initial Support Funds are earned by the Customer over the Term. In the event Pepsi terminates this Agreement due to the Customer's failure to cure a breach hereof, the unearned Initial Support Funds will be repaid to Pepsi pursuant to the terms of Section 7(B)(1) herein.

(B) **Support Funds.** Pepsi shall provide Customer with support funds in year 2 and year 4 in the amount of \$2,500 payable to the Customer within sixty (60) days after the commencement of Year 2 and Year 4 until the end of the Term of this Agreement not to exceed 2 consecutive payments (the "Support Funds"). The Support Funds are earned throughout the Year in which they are paid. In the event Pepsi terminates this Agreement due to the Customer's failure to cure a breach hereof, the unearned Support Funds will be repaid to Pepsi pursuant to the terms of Section 7(B)(1) herein.

(C) **Marketing Support Funds.** Each Year throughout the Term, Pepsi shall calculate the total number of Cases of Packaged Products and Gallons of Postmix Products purchased by each of the applicable Outlets from Pepsi pursuant to this Agreement, and shall provide the Customer with marketing support funds calculated based on applicable amounts set forth below (the "Marketing Support Funds"). The Marketing Support Funds, if applicable, shall be paid by Pepsi within sixty (60) days of the end of each applicable Year during the Term. In the event that any Outlet is closed during the Term of this Agreement, Pepsi agrees to provide Customer with all Marketing Support Funds

accrued on behalf of that applicable Outlet as of the time of closing, provided that such Outlet was in full compliance with the terms and conditions of this Agreement.

Marketing Support Funds Amount	Applicable Products
\$ 3.75/ Case	All 24 pk bottled product
\$ 2.00/Case	All 12 pk bottled product

The parties agree that Pepsi shall not accrue or pay any Marketing Support Funds for sales to Outlets that are in breach of the Performance Requirements listed in Section 3 above. Customer agrees that the Marketing Support Funds shall be used in part to help offset costs associated with mutually agreed upon marketing programs and promotions throughout the Term.

(D) **Free Equipment Loan and Service.** As further outlined in Section 5 below, Pepsi shall provide at no cost to Customer or the Outlets necessary dispensing/selling Equipment for Beverages at the Outlets. Such Equipment shall be in sufficient quantities (in light of sales volume) as determined by Pepsi to satisfy the Outlet's reasonable needs.

5. Equipment

Pepsi will loan each Outlet, at no charge, appropriate equipment for dispensing the Products during the Term ("Equipment"). Customer agrees that the Equipment shall be exclusively used to display and merchandise the Products, and the Customer shall not use the Equipment to display, stock, advertise, sell or maintain any other products (including on the exterior of the Equipment). Pepsi will also provide, at no charge to the Customer, service to the Equipment. Title to such Equipment will remain vested in Pepsi or its affiliate and all such Equipment will be returned to Pepsi upon expiration or earlier termination of this Agreement. Each Year during the Term or at Pepsi's request, Customer shall provide Pepsi with a written Equipment verification list indicating the asset number, Equipment type and location of the Equipment loaned to the Customer pursuant to this Agreement. Failure to provide such verification list to Pepsi shall be deemed a material breach of this Agreement.

Pepsi will provide, at no charge to the Customer, preventative maintenance and service to the Equipment. Pepsi will also provide Customer with a telephone number to request emergency repairs and receive technical assistance related to the Equipment after business hours. Pepsi will promptly respond to each applicable Customer request, and will use reasonable efforts to remedy the related Equipment problem as soon as possible.

6. Pricing

Pepsi will provide Customer/Outlets a complete supply of Products during the Term of this Agreement and shall deliver such Products in a timely manner (based on mutually agreed upon delivery schedules) and in good and sanitary condition. The Products and Ancillary Products shall be purchased by the Customer from Pepsi at prices established by Pepsi. The current pricing schedule for Products is set forth on attached Exhibit B. Thereafter, the prices may be changed from time to time at Pepsi's discretion, except that Pepsi shall provide thirty (30) days notice of any price increases during the Term.

7. General Terms

(A) **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 thirty (30) days of such notice.

(B) **Remedies.** If Pepsi terminates this Agreement as a result of default by Customer or its Outlets, then Customer and its Outlets will surrender to Pepsi all Equipment provided by Pepsi and shall forfeit all funding not paid as of the date of termination. In addition, Pepsi shall have the right to immediately seek reimbursement from Customer and the Outlets for the following:

(1) A payment reflecting reimbursement for all funding previously advanced by Pepsi but not earned by the Customer pursuant to the terms of this Agreement. With regard to the Initial Support Funds, the amount of such reimbursement shall be determined by multiplying the Initial Support Funds by a fraction, the numerator of which is the number of months remaining in the Term at the time such termination occurs and the denominator of which is the higher of 72 or the number of months expected to comprise the Term based on volume trends as of the time of termination and the Volume Threshold. With regard to the Support Funds, the amount of such reimbursement shall be determined by multiplying Support Funds by a fraction, the numerator of which is the number of months remaining in the Year in which the Agreement is terminated at the time such termination occurs and the denominator of which is 24;

(2) A payment to Pepsi reflecting reimbursement for the cost of installation, service and refurbishing of Equipment provided during the Term and the cost of removal of all Equipment that has been installed in the Outlets, if applicable; and

(C) **Expiration.** Upon expiration of this Agreement, if Customer has not entered into a further agreement with Pepsi for the purchase of the Products, Customer shall surrender to Pepsi all Equipment installed in the Outlets, whether leased, loaned or otherwise made available by Pepsi.

(D) **Right of Offset.** Pepsi reserves the right to withhold payments due hereunder as an offset against amounts not paid by Customer or its Outlets for Products ordered from and delivered by Pepsi pursuant to this Agreement.

(E) **Non-Disclosure.** Except as may otherwise be required by law or legal process, neither party shall disclose to unrelated third parties the terms and conditions of this Agreement without the consent of the other.

(F) **Indemnification.** Pepsi will indemnify and hold the Customer harmless from any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of: (i) its breach of any term or condition of this Agreement; (ii) product liability suits resulting from the use or consumption of the Products; and/or (iii) the negligence or willful misconduct of Pepsi.

(G) **Assignment.** In the event that a third party acquires Customer or all or a group of the Outlets, or if Customer is acquired or merges with a third party, Customer will, in connection with such transaction, cause the acquiring party/merged entity, in writing, to ratify this Agreement and assume all of the obligations of Customer hereunder. In the event that Customer does not deliver written evidence of such ratification and assumption of this Agreement by the acquiring party/merged entity

within ten (10) days following the closing of the transaction, Pepsi may, at its option, terminate this Agreement effective immediately and Customer will pay to Pepsi all sums specified in paragraph 7(B) herein. The Agreement shall not be otherwise assignable without the express written consent of Pepsi.

(H) **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio without regard to conflict of laws principles.

(I) **Price Discrepancy.** Any price discrepancy claim must be submitted to Pepsi within 365 days of the date of the invoice in question. If the Customer makes a price discrepancy claim within 90 days of the invoice date, the Customer must submit a written request specifying the particular Beverage Product, amount in dispute and reason for the dispute. This request should be addressed to:

Accounts Receivable
Pepsi-Cola Customer Service Center
P.O. Box 10
Winston-Salem, North Carolina 27102

If the Customer makes a price discrepancy claim from 91 to 365 days after the date of invoice, in addition to the written request as specified above, the Customer must submit to Pepsi a copy of the invoice in question, copies of any check remittances pursuant to the invoice in question and any additional supporting documentation.

(J) **Tax.** The Customer acknowledges and agrees that neither Pepsi nor its affiliates shall be responsible for any taxes payable, fees or other tax liability incurred by the Customer in connection with the consideration or any other fees payable by Pepsi under this Agreement. Pepsi shall not be assessed common area maintenance fees, taxes or other charges based on its occupation of the space allocated to its Equipment at the Outlets.

(K) **Force Majeure.** Pepsi will not be responsible for any delay or lack of delivery resulting directly or indirectly from any foreign or domestic embargo, product detention, seizure, act of God, insurrection, war and/or continuance of war, the passage or enactment of any law ordinance, regulation, ruling, or order interfering directly or indirectly with or rendering more burdensome the purchase, production, delivery or payment hereunder, including the lack of the usual means of transportation due to fire, flood, explosion, riot, strike or other acts of nature or man that are beyond the control of Pepsi or that of the suppliers to Pepsi unless such contingency is specifically excluded in another part of this Agreement. Subject to the provisions below, this Agreement will be suspended as to both Beverage Product and delivery during any of the above force majeure contingencies. Any and all suspended deliveries will resume after such contingencies cease to exist, if possible, and this Agreement will resume in accordance with its terms, unless otherwise provided for herein.

(L) **Release, Discharge or Waiver.** No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon either party hereto unless in writing and executed by both parties hereto. Neither the failure to insist upon strict performance of any of the agreements, terms, covenants or conditions hereof, nor the acceptance of monies due hereunder with knowledge of a breach of this Agreement, shall be deemed a waiver of any rights or remedies that either party hereto may have or a waiver of any subsequent breach or default in any of such agreements, terms, covenants or conditions.

(M) **Relationship of the Parties.** The parties are independent contractors with respect to each other. Nothing contained in this Agreement will be deemed or construed as creating a joint venture partnership between the parties.

(N) **Effect of Headings.** The headings and subheadings of the sections of this Agreement are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the agreements, terms, covenants and conditions of this Agreement in any manner.

(O) **Construction.** This Agreement has been fully reviewed and negotiated by the parties hereto and their respective legal counsel. Accordingly, in interpreting this Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provision being interpreted. Wherever this Agreement provides for one party hereto to provide authorization, agreement, approval or consent to another party hereto, or provides for mutual agreement of the parties hereto, such authorization, approval, agreement or consent shall, except as may otherwise be specified herein, be given in such party's reasonable judgment and reasonable discretion, and shall be in writing unless otherwise mutually agreed by the parties. If any term or provision of this Agreement shall be found to be void or contrary to law, such term or provision shall, but only to the extent necessary to bring this Agreement within the requirements of law, be deemed to be severable from the other terms and provisions hereof, and the remainder of this Agreement shall be given effect as if the parties had not included the severed term herein.

(P) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(Q) **Further Assurances.** Each party hereto shall execute any and all further documents or instruments and take all necessary action that either party hereto may deem reasonably necessary to carry out the proper purposes of this Agreement.

(R) **Notices.** Unless otherwise specified herein, all notices, requests, demands, consents, and other communications hereunder shall be transmitted in writing and shall be deemed to have been duly given when hand delivered, upon delivery when sent by express mail, courier, overnight mail or other recognized overnight or next day delivery service, or three (3) days following the date mailed when sent by registered or certified United States mail, postage prepaid, return receipt requested, or by telecopier, with a confirmation copy sent by recognized overnight courier, next day delivery, addressed as follows:

If to Pepsi:

Pepsi Beverages Company
2351 Edison Bld.
Twinsburg, OH 44087
Attn: Director, FoodService

With a copy to (which shall not constitute notice):

Pepsi Beverages Company
One Pepsi Way
Somers, NY 10589
Attn: Legal Department

If to Customer:

City of Hudson
c/o City Manager
27 E. Main St.
Hudson, OH 44236

(S) Pepsi reserves the right to limit quantities, withhold or deduct funding as an offset to amounts not paid by Customer or terminate this Agreement if the Customer (i) sells Products directly or indirectly for resale outside of the Pepsi's exclusive territory where the Outlet operates, (ii) purchases Products outside Pepsi's exclusive territory where the Outlet operates and resells such Products within Pepsi's exclusive territory or (iii) does not comply with Pepsi's payment terms or makes an unauthorized deduction from amounts due.

(T) **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto regarding the subject matter hereof and supersedes all other agreements between the parties. This Agreement may be amended or modified only by a writing signed by each of the parties.

(U) **Customer Representations.** Customer represents and warrants to Pepsi that the execution, delivery and performance of this Agreement by Customer will not violate any agreements with, or rights of, third parties. The Customer and undersigned represent that the undersigned is duly authorized and empowered to bind the Customer to the terms and conditions of this Agreement for the duration of the Term.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date set forth below.

Bottling Group, LLC

City of Hudson, Ohio, dba
Ellsworth Meadows Golf Club

By: _____
Print Name: _____
Title: _____
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

Exhibit A
Customer Outlets
Ellsworth Meadows Golf Club at 1101 Barlow Rd, Hudson, OH

Exhibit B
Products and Prices

Customer acknowledges and agrees (and shall require that any third parties or Food Service Providers purchasing Products through this Agreement agree) that Pepsi shall be entitled to pass-through any incremental fees, deposits, taxes or other governmentally imposed charges (whether local, state, federal or judicially imposed) and that the pass-through of any such governmentally imposed fees, deposits, taxes or charges on the Products shall not be deemed as a price increase subject to any pricing cap or notification restrictions that may be specified in this Agreement.

NATIONAL PEPSI GOLF BEVERAGE PROGRAM – Parent #5425

This beverage agreement (this "**Agreement**") between, on the one hand, PepsiCo Sales, Inc. ("**Pepsi-Cola**"), 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 its own behalf and on behalf of the Pepsi/Lipton Tea Partnership ("**Partnership**"), and, on the other hand, The City of Hudson DBA Ellsworth Meadows Golf Club corporation/limited liability company/partnership with its principal place of business at 1101 Barlow Rd Hudson, Oh on its own behalf, on behalf of its affiliates and wholly-owned subsidiaries ("**Customer**"), sets forth the agreement of the parties with respect to the purchase and promotion of Pepsi-Cola's and the Partnership's beverage products.

1. **Term**

The term of this Agreement will be deemed to have commenced as of January 1, 2013 and expire seven (7) years thereafter ("**Term**"). When fully executed, this Agreement will constitute a binding obligation of both parties until such time as the foregoing commitment of the Customer 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**

As used in this Agreement, each facility listed below shall be referred to herein as a "**Facility**" (Ellsworth Meadows Golf Club 1101 Barlow Rd Hudson, Oh)

During the Term, with respect to each Facility, Customer 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**"). With respect to each Facility, Customer will also purchase Pepsi-Cola's and the Partnership's corporate branded packaged beverage products (including carbonated soft drinks, teas, waters, isotonic, juices, juice drinks and/or coffee based beverages) from Bottlers ("**Packaged Products**") for purchase by Customer and the Facility for subsequent re-sale at the Facility consistent with the provisions of this Agreement. For purposes of this Agreement, the term "**Gallons**" will mean gallons of Postmix Products purchased by Customer from Pepsi-Cola and the Partnership during the Term; provided, however, for purposes of Section 4 herein, Gallons shall exclude Gallons relating to the brand Gatorade. Pepsi-Cola will make its Postmix Products available to Customer at its national account prices in effect from time to time ("**National Account Prices**"). For purposes of this Agreement, the term "**Cases**" shall mean Packaged Products purchased by Customer from Bottlers in 24-count configurations or the equivalent thereto (i.e., 2 12-pack configurations shall equal 1 Case").

3. **Exclusivity**

3.1 **Fountain Products**

Pepsi-Cola will be the exclusive fountain beverage supplier to the Customer during the Term. Accordingly, and except as provided below, the Fountain Products will be the exclusive fountain beverages of their respective types and categories sold, dispensed or otherwise made available, or in any way advertised, displayed, or promoted at or in connection with the Facility 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 Customer determines to offer fountain beverages in the Facility beyond those listed in paragraph 7.1, such further fountain beverages may only be Fountain Products which Pepsi-Cola or the Partnership offer for sale during the Term.

3.2 **Packaged Products**

Pepsi-Cola will be the exclusive packaged product supplier to the Customer during the Term. Customer will purchase such Packaged Products sold under the trademarks of PepsiCo and the Partnership from individual bottlers under license by PepsiCo ("**Bottlers**") in whose territories the affected Facility are located. Packaged Products, which are produced or sold by Bottlers, will be purchased by Customer 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 Customer at such Facility. Under limited circumstances, competitive products may be distributed at the properties only if such competitive product is (1) specifically requested in writing by a Customer's member (in which case the competitive product will not be stored or displayed in an area visible to the general public or other members) or (2) requested in writing by a member who is hosting an outing at the property. In no event shall any competitive product utilize any equipment provided by Pepsi-Cola and/or a Bottler.

4. **Funding**

The support described below is incremental to the standard National Account Prices available to the Customer under Pepsi-Cola's and the Partnership's respective National Account programs and is intended to meet a lawful competitive offer made by another supplier. In consideration of Customer's performance of its obligations hereunder, Pepsi-Cola will make the following funding available to Customer provided Customer is in compliance with the terms and conditions of this Agreement:

4.1 Marketing Funds.

Each Year throughout the Term, Pepsi-Cola will accrue marketing funds in the amount of **\$2.00** per Gallon ("**Marketing Funds**") to be used and spent by Customer towards mutually agreed upon marketing programs for the benefit of Pepsi-Cola and the Customer.

4.2 Packaged Products Rebate Funds.

Each Year throughout the Term, Pepsi-Cola will accrue packaged products rebate funds on behalf of Customer at the rate of **\$0.75** per 24-count Case of Packaged Products purchased directly from the Bottler ("**Packaged Products Rebate Funds**") to be used and spent by Customer in support of mutually agreed upon marketing programs for the benefit of Pepsi-Cola and the Customer.

4.3 Payment of Funds.

Unless otherwise specifically provided herein, no prepayments will be made to Customer and all payments owing to Customer hereunder will be made within 90 days following the end of each Year.

5. **Equipment**

Upon execution of this Agreement or at such time as the useful life of Customer's existing fountain beverage dispensing equipment in each Customer golf facility expires, as reasonably determined by Pepsi-Cola, or in the event of early replacement as described below, Pepsi-Cola will provide each Facility with mutually agreeable fountain dispensing equipment (including bar guns where a Facility's projected Gallon purchases are estimated to be 150 Gallons per Year or less) to be used exclusively for dispensing the Fountain Products ("**Equipment**"), together with a water filter and initial water filter cartridge, when applicable. For purposes of this Agreement, the term "Equipment" shall also include any fountain dispensing equipment previously provided by Pepsi-Cola, if any. At all times, legal title to the Equipment will belong to Pepsi-Cola. Customer 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.

Bottlers will provide equipment for Packaged Products ("**Packaged Product Equipment**") and service for such Packaged Product Equipment at no additional cost to Customer (except if prohibited by applicable law) on an as-needed basis, as reasonably determined by Pepsi-Cola and the applicable Bottler; provided, however, that where local law, rule or regulation prohibits uncompensated placement of Packaged Product Equipment by soft drink vendors, the Bottler will charge the minimum legal rental fee. Customer agrees to utilize the Packaged Product Equipment for the exclusive display and distribution of the Packaged Products and the Packaged Product Equipment will bear only those official colors and decals authorized and approved by Pepsi-Cola. Customer will be responsible for all electrical hook-ups and charges related thereto with respect to the Equipment and Packaged Product Equipment.

5.1 Remodeled Customer Golf Facilities:

If at any time during the Term subsequent to initial installation of any unit of Equipment (i.e., as a result of a Customer golf facility remodeling/internal redesign/reconfiguration,

redeployment/reinstallation, etc.), Customer requests that Pepsi-Cola disconnect/remove/relocate/reinstall Equipment in, within or between Facilities (each an "**Equipment Move**"), then Customer will notify Pepsi-Cola of such requests in writing and at least 30 days in advance of any Equipment Move(s). Customer will promptly reimburse Pepsi-Cola for mutually agreed upon costs incurred by Pepsi-Cola in meeting Customer's requirements, payable within 60 days of the date of Pepsi-Cola's invoice for such Equipment Move(s).

5.2 Closed Customer Golf Facilities/Early Replacements:

5.2(a) Closed Customer Golf Facilities:

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

5.2(b) Early Replacements:

If at any time during the Term subsequent to initial installation of any unit of Equipment (e.g., as a result of a Facility remodeling/internal redesign/reconfiguration, etc.), Customer requests that Pepsi-Cola replace Equipment prior to full amortization (*as reasonably determined by Pepsi-Cola, applying generally accepted accounting principles using 10 year straight line depreciation methodology*), then Customer 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), Customer will cooperate with Pepsi-Cola and its Bottlers to provide access to such Customer golf facilities to remove and replace Equipment and Packaged Product Equipment and will surrender the pre-existing Equipment and Packaged Product Equipment to be replaced.

In both Closed Customer golf facility and Early Replacement scenarios above, Pepsi-Cola reserves the right to invoice Customer 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 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 Customer to Pepsi-Cola, plus (ii) an amount representing the costs of removal and refurbishment of such Equipment. Customer will pay any such invoice in full within 60 days of the date of Pepsi-Cola's invoice.

6. Service Program

6.1 Service for Equipment.

Pepsi-Cola will cause service to be provided to the Equipment through Bottlers or such other service providers as Pepsi-Cola may designate on an as-needed basis at no charge (including labor and parts); provided, however, Pepsi-Cola reserves the right to invoice Customer for nuisance calls (such as service calls that could have been resolved via calling Pepsi-Cola's service number (1-877-386-4567 as of January 1, 2012), and repeat service calls for the same issue that Customer is capable of resolving on its own). Notwithstanding the foregoing, Customer shall be responsible for any water filter replacement cartridges and the same will be charged to Customer directly by the service provider at its respective prevailing rates.

6.2 Service for Packaged Product Equipment.

Bottlers shall be responsible for repairing and maintaining Packaged Product Equipment in good working order and condition throughout the Term. Except as otherwise mutually agreed to between Customer and the applicable Bottler, the latter will retain the exclusive right to repair, replace, move or remove any and all Equipment or Packaged Product Equipment situated upon the Facilities. Customer will not itself, and will not permit any other party (including the individual Facilities) to, repair, replace, relocate, move, or remove any Equipment or Packaged Product Equipment. Customer will use reasonable efforts to keep the Equipment and Packaged Product Equipment in

clean and sanitary condition. In addition, Customer, or an individual Facility, will promptly notify Bottlers of any need for repair or service, and will cooperate fully with Bottlers in effecting such necessary repairs or service.

7. **Performance Requirements**

This Agreement, including all of Pepsi-Cola's support to Customer as described above, is contingent upon the Customer complying with the following performance criteria throughout the Term in or with respect to each of the Facility.

7.1 Exclusive Supplier/Beverage Product Status.

Throughout the Term of this Agreement, Customer will designate Pepsi-Cola and Bottlers as the exclusive supplier of the beverages and beverage types/beverage categories provided herein. Customer will take all actions necessary to enforce this designation throughout its entire corporate system.

7.2 Brands.

At least the following Fountain Products brands will be served at Facility: Pepsi; Diet Pepsi; Sierra Mist; Mountain Dew; PepsiCo's corporate brand/licensed lemonade or Lipton Brisk Iced Teas. Customer will select amongst the Fountain Products for any and all remaining valves of Equipment.

At least the following Packaged Products brands will be served at the Facility: 20oz. Pepsi; 20oz. Diet Pepsi, 20oz. Sierra Mist, 20oz. Mountain Dew; 20oz. Lipton Iced Tea (2 SKU's), 20oz. Aquafina, 20oz. Gatorade (4 SKU's any flavor and may include G2 and Propel), SoBe Life Water (1 SKU), and Energy/Coffee (1 SKU) products. Substitutions may be made if certain products are not available through the Bottler. Customer shall consult its local Pepsi-Cola sales representative for other Packaged Product recommendations.

7.3 Brand Identification.

There will be brand identification for each Fountain Product served on all menus, menuboards and postmix dispensing valves.

7.4 No Re-Sale.

Customer will use the Postmix Products only to prepare the Fountain 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 Facility or to consumers in any form other than the Fountain Products.

Customer further agrees that each Facility will only purchase Packaged Products from Bottlers in whose territory such Facility resides and that Packaged Products are for resale at the Facility only, and that there shall be no resale to other resellers/distributors.

7.5 Marketing Programs.

Customer will participate in a minimum of 1 mutually agreed upon and approved marketing program per Year. The programs will be for the benefit of Customer's system, and Customer will use the funds available to Customer under this Agreement to help offset the advertising and promotion costs of such programs.

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.

8.2 Remedies.

If this Agreement is terminated before its expiration date by Pepsi-Cola for cause or by Customer without cause, or Customer fails to purchase and serve the Fountain Products in the Facility throughout the Term, the Customer will immediately:

- (i) Make a payment to Pepsi-Cola reflecting reimbursement to Pepsi-Cola for the current unamortized book value of the Equipment (as reasonably determined by Pepsi-Cola, applying generally accepted accounting standards); and
- (ii) Make a payment to Pepsi-Cola reflecting reimbursement for the cost of installation, service and refurbishing of Equipment provided during the Term and the cost of removal of all Equipment that has been installed in the Facility; and
- (iii) 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 Customer has not entered into a further agreement with Pepsi-Cola for the purchase of Fountain Products, Customer will surrender to Pepsi-Cola any fountain dispensers or other components of Equipment for which Customer is notified by Pepsi-Cola that it seeks to retain title, and make a payment to Pepsi-Cola reflecting reimbursement to Pepsi-Cola for the current unamortized book value of components of Equipment for which Pepsi-Cola elects not to retain title (as reasonably determined by Pepsi-Cola, applying generally accepted accounting principles using 10 year straight line depreciation methodology). Upon receipt of the foregoing amount from Customer, Pepsi-Cola will transfer legal title to remaining on-premise components and/or units of Equipment to Customer. Upon expiration, Customer further agrees to surrender all units of Packaged Products Equipment to Pepsi-Cola and/or the Bottlers.

8.4 Creditworthiness of Foodservice Distributors. Throughout the Term of the Agreement, Pepsi-Cola acknowledges that Customer may, except in certain limited geographies, elect to receive delivery of the Postmix Products through a foodservice distributor designated by Customer. If Customer so elects, and should Pepsi-Cola determine that Customer'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 Customer'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 Customer that its current foodservice distributor poses an unacceptable credit risk, then to the extent that Customer continues to desire delivery via a foodservice distributor, Customer will use its best efforts to find an alternate foodservice distributor having creditworthiness acceptable to Pepsi-Cola. At all times, Customer will support Pepsi-Cola's efforts to collect unpaid amounts due from Customer's foodservice distributor.

8.5 Right of Offset.

Pepsi-Cola reserves the right to withhold payments due hereunder as an offset against:

- (i) amounts not paid by Customer for Postmix Products purchased from Pepsi-Cola hereunder and any other amounts owed to Pepsi-Cola hereunder; and
- (ii) amounts not paid by Customer for Packaged Products purchased from Bottler(s) hereunder; and
- (iii) any other amounts owed by Customer under the terms and conditions of this Agreement.

8.6 Customer Representations and Warranties.

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

- (i) execution, delivery and performance of this Agreement by Customer will not violate any agreements with, or rights of, third parties, including but not limited to Customer's agreements with competitive beverage suppliers, i.e., with The Coca-Cola Company and/or Dr Pepper Snapple Group, Inc., and their respective affiliates, bottlers, distributors, subsidiaries and joint ventures; and
- (ii) Customer possesses the legal authority to enter into and perform under this Agreement, including binding each Facility to the terms and conditions of this Agreement.

8.7 Entire Agreement.

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

8.8 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.

8.9 Acquisition and Assignment.

This Agreement shall be binding upon each of the parties' successors and assigns. In the event that a third party acquires Customer or all or a group of the Facility, or if Customer is acquired or merges with a third party, Customer will, in connection with such transaction, cause the acquiring party/merged entity, in writing, to ratify this Agreement and assume all of the obligations of Customer hereunder. In the event that Customer does not deliver written evidence of such ratification and assumption of this Agreement by the acquiring party/merged entity within 10 days following the closing of the transaction, Pepsi-Cola may, at its option, terminate this Agreement effective immediately and Customer will pay to Pepsi-Cola all sums specified in paragraph 8.2 ("**Remedies**") with respect to Facility. This Agreement will not be assigned without the written consent of Pepsi-Cola.

8.10 Governing Law.

This Agreement will be governed by the laws of the State of New York, without regard to its conflict of law provisions.

8.11 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 Customer, to the name and address herein. If to Pepsi-Cola, to the name and address herein, with a copy thereof to: Division Counsel, 1 Pepsi Way, Somers, NY 10589, 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.

8.12 Intellectual Property.

Use and distribution by Customer of any and all written, broadcast, and printed materials created either directly by Customer or by a third party for the benefit of Customer and/or at Customer's request - including, but not limited to, advertisements, marketing materials, membership/franchisee/licensee 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 Products, will at all times be subject to Pepsi-Cola's prior written approval.

8.13 Right of First Refusal.

Upon expiration or termination of this Agreement, Customer hereby grants Pepsi-Cola the right of first refusal to match any offer made to Customer by any third party with respect to the supply of fountain beverage soft drink products to Customer and/or its Facility.

8.14 Taxes.

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

request by Pepsi-Cola, Customer agrees to accurately complete a Form W-9 (or Form W-8 to the extent applicable) and return such form to Pepsi-Cola. Pepsi-Cola has and reserves the right to subject payments due to Customer under this Agreement to the extent required by applicable Internal Revenue Service regulations relating to backup federal tax withholding.

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

PEPSICO SALES, INC.

By: _____
Name: Curt Webber
Title: National Account Sales Manager
Date: _____

Legal Name of Customer

By: _____
Name: _____
Title: _____
Date: _____

For Internal Use Only:
Name of Pepsi Sales Rep: _____
Address: _____
Telephone: _____

Federal Tax Identification Number

Mailing Address of Facility:
Street: _____
City/State/Zip: _____
Email: _____

Pepsi Contact List



<u>Tel-Sel Department</u> Ordering Products, Cups, Order Research	1.800.963.2424
<u>Service Center</u> Cooler & Fountain Repair	1.800.562.6800
<u>National Pepsi Repair Center</u> National PepsiCo Fountain Units	1.877.386.4567
<u>Accounts Receivable</u> Credit and Billing Issues	1.800.789.2626
<u>Sales Operations Specialist</u> Cindy Wolf	330.963.5560
<u>Foodservice Sales Representative</u> Brandi Brown	330.963.5536



MEMORANDUM OF INSURANCE

DATE
6/6/2012

THIS MEMORANDUM OF INSURANCE IS FOR AUTHORIZED VIEWERS ONLY. USE, DUPLICATION OR ALTERATION OF THIS DOCUMENT, WITHOUT THE SPECIFIC WRITTEN CONSENT OF THE INSURED, IS EXPRESSLY PROHIBITED. THIS MEMORANDUM IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT EXTEND, ALTER OR AMMEND THE COVERAGE NOTED OR CONFER RIGHTS UPON ANY VIEWER OR OTHER PARTY. COVERAGE DESCRIBED BELOW IS AS OF THE ABOVE DATE.

PRODUCER LOCKTON COMPANIES, LLC-N DALLAS 717 N. HARWOOD, LB#27 DALLAS TX 75201 214-969-6700	COMPANIES AFFORDING COVERAGE
INSURED 1069518 PEPSICO, INC; FRITO-LAY NORTH AMERICA, INC; QUAKER OATS CO; PEPSI-COLA METROPOLITAN BOTTLING CO, INC.; TROPICANA PRODUCTS, INC.; NEW BERN TRANSPORT CORP. BOTTLING GROUP, LLC; IZZE BEVERAGE COMPANY; THE GATORADE CO, NAKED JUICE CO. OF GLENDORA, INC. 700 ANDERSON HILL RD, PURCHASE NY 10577	COMPANY A: ACE American Insurance Company COMPANY B: Indemnity Insurance Co of North America COMPANY C: COMPANY D: COMPANY E:

COVERAGES *PEPSI01 GO

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY OCURRENCE	HDOG25533811	1/1/2012	1/1/2013	EACH OCCURENCE	\$ 5,000,000
					FIRE DAMAGE (Any one fire)	\$ 2,000,000
					MED EXP (Any one person)	\$ 1,000
					PERSONAL & ADV INJURY	\$ 5,000,000
					GENERAL AGGREGATE	\$ 5,000,000
					PRODUCTS - COMP/OP AGG	\$ 5,000,000
A A	AUTOMOBILE LIABILITY ANY AUTO	ISAH08693614	1/1/2012	1/1/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
					ISAH08693626	1/1/2012
		BODILY INJURY (Per accident)	\$			
						PROPERTY DAMAGE (Per accident)
	GARAGE LIABILITY	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY:	\$
	EXCESS LIABILITY	NOT APPLICABLE			EACH OCCURENCE	\$
					AGGREGATE	\$
						\$
						\$
B A A	WORKERS COMPENSATION/ EMPLOYERS' LIABILITY	WLRC46772696 (AOS)	1/1/2012	1/1/2013	WORKERS COMP LIMITS	STATUTORY
		WLRC46772702 (AZ,CA,MA)	1/1/2012	1/1/2013	E.L. EACH ACCIDENT	\$ 5,000,000
		SCFC46772714 (WI)	1/1/2012	1/1/2013	E.L. DISEASE - EA EMPLOYEE	\$ 5,000,000
					E.L. DISEASE - POLICY LIMIT	\$ 5,000,000
A A A	Excess Workers Compensation	WCUC46772726 (OH,WA - F-L)	1/1/2012	1/1/2013	WC Statutory Limits	
		WCUC46772738 (OH-PC Metro)	1/1/2012	1/1/2013	\$5,000,000 each accident	
		WCUC4677274A (WV-PC Metro)	1/1/2012	1/1/2013	\$5,000,000 each ee for disease	

ADDITIONAL INFORMATION
 ADDITIONAL NAMED INSURED: FRITO-LAY, INC., ROLLING FRITO-LAY SALES, LP; FL TRANSPORATION, INC.; IZZE BEVERAGE COMPANY; QUAKER OATS MANUFACTURING; SVC MANUFACTURING INC.; STACY'S PITA CHIP CO.; PEPSI-COLA SALES AND DISTRIBUTION, INC.

SEE ATTACHED FOR ADDITIONAL INFORMATION.

ADDITIONAL INSURED IS ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS SPECIFICALLY AGREED BY WRITTEN CONTRACT TO PROVIDE ADDITIONAL INSURED STATUS, SUBJECT TO POLICY TERMS, CONDITIONS AND EXCLUSIONS, PROVIDED THAT:

A) THIS INSURANCE APPLIES ONLY TO EACH COVERAGE WHICH THE NAMED INSURED HAS AGREED TO PROVIDE BY WRITTEN CONTRACT, BUT IN NO EVENT SHALL THE COVERAGE EXCEED THE COVERAGE OTHERWISE AFFORDED BY THE POLICY.

B) THE AMOUNT OF INSURANCE IS LIMITED TO THAT REQUIRED BY SUCH WRITTEN CONTRACT, BUT IN NO EVENT SHALL THE LIMITS OF LIABILITY EXCEED THE LIMITS OF LIABILITY PROVIDED BY THE POLICY.

C) THE INSURANCE APPLIES ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE OPERATIONS, ACTIVITIES OR BUSINESS CONDUCTED BY OR ON BEHALF OF THE NAMED INSURED.

References

T.L Thogmartin
Athletics and Fitness Center Manager
City of Twinsburg
10075 Ravenna Rd
Twinsburg, Ohio 44087
330.405.5757
10 Years Contracted

Jean Simmonds
Manager
Cleveland Airport System
5300 Riverside Drive
Cleveland, Ohio 44181
216.898.5219
5 Years Contracted

Gary Marken
Recreational Director
City of Brookpark
17400 Holland Road
Brookpark, Ohio 44142
216.433.1545



Proposal



7 Year Beverage Agreement

Through the development of a 7 year exclusive agreement PepsiCo agrees to support Ellsworth Meadows Golf Club with the following:

- A. PepsiCo will provide a one time upfront payment of \$12,000 upon signing of new agreement
- B. In year 2 and 4 PepsiCo will provide \$2,500 for support funds
- C. PepsiCo will rebate \$3.75/case on all 24pk product and \$2.00/case on all 12pk product(excluding cans)
- D. National PGA Program will rebate annually \$2.00 per gallon on Fountain Products and \$.75 per 24pk case(excluding cans)
- E. Current Pepsi Bottle and Fountain pricing attached and will be held to a maximum 7% annual increase

Proposal completed by *Bonnie*



Financial Summary

	<u>Year 1</u>	<u>Year 2 & 4</u>	<u>Total To Year 7</u>
✓ Upfront Funding	\$12,000		\$12,000
✓ Support Funding		\$2,500	\$ 5,000
✓ Bottled Product Rebate	\$2,298		\$20,986
✓ Estimated Fountain Gallon Rebate	<u>\$374</u>		<u>\$2,618</u>
Total Funding	\$15,372		\$40,604

