

**CCBCC OPERATIONS, LLC
CUSTOMER MARKETING AGREEMENT
The City of Kingsport**

THIS CUSTOMER MARKETING AGREEMENT (the “**Agreement**”) is made and entered into as of the 1st day of May, 2025 (the “**Effective Date**”), by and between CCBCC OPERATIONS, LLC (“**CCBCC**”), and The City of Kingsport (“**Customer**”).

NOW, THEREFORE, in consideration of the mutual terms, provisions, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CCBCC and Customer hereby agree as follows:

1. Product Sale and Distribution.

(a) **General.** During the Term (as defined in Section 9) of this Agreement, Customer shall (i) merchandise, advertise, display, vend, sell and otherwise distribute, all at retail (collectively, hereinafter referred to as “**distribute**” or “**distribution**”), sparkling and still non-alcoholic beverages of any kind or form, and all beverage bases from which these can be prepared, including, without limitation, all carbonated soft drinks, noncarbonated drinks, juices and juice drinks, teas and tea drinks, packaged waters, energy drinks, isotonic and sport performance beverages, vitamin/mineral enhanced waters, and nutritional supplement beverages, that are (A) marketed under trademarks or brand names owned or controlled by or licensed for the use of CCBCC or an Affiliate (as defined below) thereof and (B) customarily and regularly distributed by CCBCC in the ordinary course under comparable circumstances at the then subject time (the “**Products**”) and (ii) obtain all of its requirements for Products from CCBCC. Customer shall distribute the Products in the manner set forth herein and shall use its best efforts to maximize the sales of, and revenue from, the Products. Such distribution shall be carried out at the locations specified on Exhibit A (the “**Locations**”). The brands and package forms for the Products to be distributed shall be determined by CCBCC in its discretion after consultation with Customer. CCBCC is entering into this Agreement with the understanding that it will have the flexibility to sell a range of beverage brands and packages that meet consumer demand and maximize sales volume and revenue, and any restriction on CCBCC’s rights to determine brands and package forms, whether as a result of actions or orders by Customer or any third party (including any governmental authority), shall be deemed a material breach of this Agreement. As used herein, “**Affiliate**” means, with respect to any specified entity or person, any other entity or person that, directly or indirectly, controls, is controlled by or is under common control with such specified person or entity, where “**control**” means, as to any entity, the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting equity, by contract or otherwise.

(b) **Full Service Vending Machine Sales.** With respect to self-operated, coin and bill and/or cashless vending machines placed at the Locations by CCBCC hereunder and identified as “Full Service Vending Machines” on Exhibit C (“**Full Service Vending Machines**”), if any, CCBCC shall stock such vending machines in accordance herewith. All Products in such Full Service Vending Machines (and all cash and other proceeds from sales of such Products) shall be at all times the property of CCBCC, and CCBCC shall be responsible for removing from the Full Service Vending Machines all such cash and other proceeds. Customer shall return to CCBCC all such Products and proceeds that might come into Customer’s possession. Customer shall have no right to access any internal areas or parts of such Full Service Vending Machines. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, the servicing of Full Service Vending Machines may be provided by a full line operator as set forth in Section 7 of Exhibit B.

(c) **Direct Sales Vending Machines.** Except as provided in Section 1(b) above with respect to Full Service Vending Machines, if any, Customer shall stock all self-operated, coin and bill and/or cashless vending machines, if any, placed at the Locations by CCBCC (“**Direct Sales Vending Machines**” and together with Full Service Vending Machines, “**Vending Machines**”) in accordance herewith. Products sold through Direct Sales Vending Machines shall be purchased by Customer from CCBCC as provided herein and resold by Customer only to retail consumers in the ordinary course of Customer’s operations. Once delivered to Customer, all Products in such Direct Sales Vending Machines (and all cash and other proceeds from sales of such Products) shall be the property of Customer, with Customer having all attendant risk of loss and ownership obligations.

(d) **Delivered Bottle, Can and Fountain Sales.** In addition to sales through Vending Machines, Products will also be sold at the Locations through cashier assisted (or comparable) cold cases, kiosks, fountain dispensers, coolers, hawking, vending, shelf displays and/or other non-vending machine vehicles of distribution (collectively, for convenience of reference, “**Cold Cases**”). Products sold through Cold Cases shall be purchased by Customer from CCBCC or an Authorized Distributor (as defined in Section 22) as provided herein and resold by Customer only to retail consumers in the ordinary course of Customer’s operations. Once delivered to Customer, any such Products sold to Customer shall become the property of Customer, with Customer having all attendant risk of loss and ownership obligations. Proceeds from the sales of such Products shall be the property of Customer. CCBCC shall sell Products to Customer (in the manner provided herein) in such amounts as are reasonably required by Customer, from time to time, subject to such reasonable caps on such requirements as may be determined, from time to time, by CCBCC, and subject to any Total Purchase Requirements (as defined in Section 1(e)) on Exhibit B. CCBCC shall not be liable to Customer for failure to make shipments of Products where such failure is due to any cause or condition beyond the reasonable control of CCBCC.

(e) **Minimum Required Sales.** CCBCC is entering into this Agreement on the basis that Product sales at the Locations will achieve certain targets. Accordingly, the sales of Products through Full Service Vending Machines and/or to Customer for resale through Direct Sales Vending Machines and Cold Cases shall in no event be less than the minimums set forth on Exhibit B (such minimum(s), the “**Total Purchase Requirement(s)**”). Failure to achieve the minimum Total Purchase Requirements shall constitute an event of Cause (as defined in Section 9) hereunder and CCBCC shall be entitled to the remedies set forth in Exhibit B, in addition to any other remedies CCBCC may have hereunder or at law or in equity.

2. Promotional Recognition. Customer hereby grants to CCBCC (and the Products) promotional recognition and the right to promote (and the cooperation and active involvement of Customer in promoting) CCBCC and the Products in connection with Customer, the Locations and any activities, functions and event venues operating under the auspices of Customer (“**Related Activities**”). Promotional recognition benefits include, without limitation, those set forth on Exhibit A. CCBCC shall have the right to use any trademark, trade name, service mark, design, logo, slogan, symbol, mascot, character, identification, or other proprietary design now or in the future owned, licensed, or otherwise controlled by Customer (collectively, the “**Customer Marks**”) on a royalty-free basis during the Term. Without limiting the generality of the foregoing, CCBCC shall submit to Customer, and Customer shall have the right to approve within ten (10) days of receipt from CCBCC, which approval shall not be unreasonably withheld, conditioned or delayed, (a) any concept for any promotional activity undertaken by CCBCC hereunder with respect to Customer or any Location or Related Activity and (b) any artwork or other items created by CCBCC that incorporate any Customer Marks for use in any such promotional activity. In the event that Customer fails to provide any response to CCBCC within such ten (10) day period, such submission shall be deemed approved by Customer. CCBCC shall have access to the Locations and any Related Activities at all reasonable times for any appropriate purposes hereunder and, with respect to promotions, agrees to comply with any reasonable requirements of Customer regarding operation, placement, set-up and tear-down of CCBCC’s promotional materials.

3. Exclusivity. In consideration for, and as a material inducement to, CCBCC entering into this Agreement, Customer expressly agrees that, during the Term, Customer shall not (a) distribute, or allow any others to distribute, to any person in any manner, for compensation or otherwise, directly or indirectly, any products or supplies on or at the Locations or any Related Activities that are similar to, the same as or comparable to or compete with the Products (“**Competing Products**”) or (b) grant any similar marketing or sponsorship recognition to any Competing Products (or any distributor of Competing Products). In the event that any third party attempts, without CCBCC’s prior written consent, to distribute any Competing Product at the Locations or any Related Activities or to associate any Competing Product with Customer, or to suggest that a Competing Product is endorsed by, or

associated with, Customer, then Customer will promptly take any steps necessary to stop and prevent such actions and to protect the exclusive rights granted to CCBCC under this Agreement.

4. **Marketing Fees; Rebates.** During the Initial Term (as defined in Section 9) of this Agreement, provided that Customer is not in breach of any provision hereunder, CCBCC shall pay to Customer the marketing fees ("**Marketing Fees**") and/or rebates as set forth on Exhibit A. In the event of a breach of this Agreement by Customer and while such breach is continuing, (a) CCBCC shall be under no obligation to make any additional Marketing Fees or rebate payments to Customer after the date of such breach, and (b) upon request by CCBCC, Customer shall promptly refund to CCBCC all unearned initial and annual Marketing Fees paid by CCBCC prior to such breach based on the prorated portion of such fees allocable to the period from the date of the breach to the end of the applicable period for which such fees had been provided.

5. **Marketing Support.** During the Initial Term of this Agreement, so long as Customer is not in breach of any provision hereunder, CCBCC shall endeavor to provide annual marketing support with a value in the amount set forth on Exhibit A (the "**Marketing Support**"), provided that CCBCC is not obligated to make cash expenditures up to such amount, and marketing support may include provision of in-kind services or other non-cash assets or benefits or any combination thereof in CCBCC's sole discretion. If, as of the end of any Agreement Year (as defined in Section 9) during the Initial Term of the Agreement, there is any unused Marketing Support specified for such Agreement Year, the difference between the Marketing Support and the amount of the marketing support actually provided for such year shall be forfeited and shall not roll over to the following Agreement Year. If, at the end of the Initial Term, there is any unused Marketing Support, CCBCC shall have no obligation to pay, and shall not pay, the amount of any such unused Marketing Support to Customer. Upon expiration of the Initial Term or termination of this Agreement, the marketing program hereunder (e.g., Marketing Fees and Marketing Support) will no longer be made available to Customer, and CCBCC shall have no further obligations with respect to such marketing program.

6. **Product Support.** During the Initial Term of this Agreement, provided that Customer is not in breach of any provision hereunder, CCBCC shall, at no cost to Customer, provide Product support (the "**Product Support**") each Agreement Year in the amount set forth on Exhibit A; provided, however, that CCBCC shall not be liable to Customer for failure to provide such Product Support where such failure is due to any cause or condition beyond the reasonable control of CCBCC. Customer shall request Product Support in writing at least fourteen (14) days prior to the desired delivery date, and any such requests shall be for an amount of Product that is equal to or greater than twenty (20) cases. For the avoidance of doubt, if, with respect to any Agreement Year during the Initial Term, Customer fails to request all of the Product Support available for such year, the amount of any Product Support not requested by Customer shall not carry over to the next Agreement Year nor shall Customer be entitled to receive any compensation from CCBCC with respect thereto. Customer shall not, and shall not permit others to, resell any Product provided by CCBCC to Customer pursuant to this Section 6. If, with respect to any Agreement Year during the Initial Term of this Agreement, Customer requires Product Support in excess of the amount set forth on Exhibit A, CCBCC shall provide such additional Products to Customer; provided, however, that Customer shall purchase such Products from CCBCC at the then-current prices for the Products.

7. **Prices and Commission.**

(a) **Product Prices.** Subject to Sections 21 and 22, CCBCC agrees to sell to Customer Products for resale by Customer through Direct Sales Vending Machines and Cold Cases, in accordance with CCBCC's trade letter pricing in effect from time to time, during the period in which Customer is in full compliance with the terms and conditions of this Agreement.

(b) **Commission on Sales.** CCBCC shall pay to Customer a commission on CCBCC's sales of Products through any Full Service Vending Machines at the Locations ("**Commission**"), during the period in which Customer is in full compliance with the terms and conditions of this Agreement. Commissions shall be computed and paid in the manner, and subject to the provisions, set forth on Exhibit B. Notwithstanding the foregoing, if the servicing of Full Service Vending Machines is transferred to a full line operator pursuant to Section 7 of Exhibit B, Commissions will be paid in accordance with the terms thereof.

8. **Equipment.**

(a) **General.** CCBCC shall provide and install all Vending Machines, Cold Cases and other equipment necessary and appropriate (as determined by CCBCC in its sole discretion) to distribute the Products at the Locations. Those Vending Machines, along with any Cold Cases and other equipment, if any, provided by CCBCC to Customer (in CCBCC's sole discretion) to assist Customer in Cold Case distribution, are referred to collectively as the "**Equipment**". The initial Equipment at the Effective Date consists of those items set forth on Exhibit C. All Equipment is and shall remain the property of CCBCC at all times. Customer shall take no action inconsistent with such ownership and shall cooperate with CCBCC in preserving and evidencing the same, including execution, delivery and filing of financing statements and other documents, as CCBCC may require. Customer agrees that it will (i) maintain a safe environment at the Locations, so as to protect the Equipment from theft and vandalism and (ii) reimburse CCBCC for any loss or damage to any Equipment, other than reasonable wear and tear or loss or damage caused by CCBCC. Customer will not encumber the Equipment in any manner or permit any attachment thereto. No logo, trademark, advertisement or other indication of CCBCC's ownership of the Equipment shall be obstructed, defaced or removed, and no logo, trademark or advertisement other than those of or related to CCBCC or the Products shall be attached to the Equipment. The Equipment shall be used exclusively to merchandise Products and shall not be used for any other purpose, including the storage or merchandising of any other products. Upon expiration or termination of this agreement, Customer shall immediately return all Equipment or other property of CCBCC and provide access to the Locations for CCBCC's removal of the same (and in no event shall Customer remove or attempt to remove any Equipment without the prior written consent of CCBCC). If Equipment is not returned to CCBCC pursuant to the terms of the immediately preceding sentence, then CCBCC shall submit an invoice to Customer setting forth the replacement cost of any such unreturned Equipment and any costs and expenses incurred by CCBCC (including labor and collection costs) in connection with CCBCC's attempt to remove the Equipment from the Locations. Customer shall pay such invoice in accordance with the payment terms set forth in Section 3(b) of Exhibit B.

(b) **Installation Sites.** The Equipment installation sites at the Locations shall be as set forth on Exhibit C and as otherwise mutually agreed upon by the parties. The Equipment may not be removed from the installation sites without CCBCC's prior written consent. Customer represents and warrants that electrical service at each installation site is proper and adequate for the Equipment.

(c) **Stocking and Maintenance.** Subject to Section 7 of Exhibit B, CCBCC shall stock the Full Service Vending Machines, if any, with Products through CCBCC's regular, full service delivery drivers or agents, in accordance with CCBCC's delivery policies in effect from time to time. CCBCC shall perform repair services on the Equipment, at its expense, in accordance with CCBCC's repair policies, in effect from time to time, but shall not be liable for damages of any kind arising out of delays in providing service to the Equipment. Customer shall not perform any maintenance or repairs on any Equipment without CCBCC's prior authorization. CCBCC may, at its option, remove, replace or supplement the Equipment at any time during the Term. Customer shall provide CCBCC with reasonable access to the Equipment in order to allow CCBCC to stock any Full Service Vending Machines, perform any repair services on the Equipment or remove, replace or install Equipment.

9. **Term and Termination.** As used herein, "**Initial Term**" means the initial term of this Agreement set forth in Section 1 of Exhibit B. This Agreement may be terminated, effective at the end of the Initial Term (as it may be extended pursuant to Section 2 of Exhibit B), by either party giving the other party written notice of termination at least thirty (30) days prior to the end of the Initial Term. If not terminated effective at the end of the Initial Term, this Agreement shall continue in full force and effect thereafter until either party gives the other party written notice of termination of this Agreement at least thirty (30) days prior to the effective date of such termination, as specified in such notice; provided, however, that CCBCC shall have no obligation to pay or provide any Marketing Fees, Marketing Support, Product Support or rebates following the Initial Term, except, in the case of rebates, as may be otherwise expressly set forth herein. The Initial Term, together with any such additional period after the Initial Term until the Agreement is terminated, shall be referred to herein as the "**Term**". Each twelve month period during the Term that commences with the Effective Date or each subsequent anniversary thereof shall be referred to herein as an "**Agreement Year**". Notwithstanding the foregoing, this Agreement may be terminated

by CCBCC, for Cause, at any time during or after the Initial Term, without notice and effective immediately. "**Cause**" means and refers to (a) a material breach by Customer of this Agreement, including, without limitation, the exclusivity provisions in Section 3, (b) Customer becoming unable to pay its liabilities when due, filing a petition in bankruptcy or being adjudicated bankrupt or insolvent or becoming otherwise subject to bankruptcy, insolvency or other similar proceedings, or (c) Customer engaging in (i) unethical business practices, (ii) conduct that violates widely held public moral beliefs or that brings public disrepute on Customer or CCBCC, or (iii) a misrepresentation of the Products.

10. Damages Relating to Removal of Equipment. If (a) any piece of Equipment is removed from an outlet or other part of a Location at any time without the prior written consent of CCBCC, or (b) if this Agreement is terminated by Customer in violation of this Agreement or terminated by CCBCC for Cause, then Customer will pay CCBCC the actual cost of removal (including standard shipping and handling charges) and any repair, cleaning and/or remanufacturing of the Equipment necessary for reuse of the Equipment, as well as the unamortized portion of the costs of (i) installation and (ii) non-serialized parts (e.g., pumps, racks, and regulators) and other ancillary equipment installed at the Location(s). The remedies provided in this Section 10 are cumulative and not exclusive of any other rights or remedies that may be available to CCBCC under other provisions of this Agreement or at law or in equity.

11. Repayment of Fees Upon Termination. Upon termination of this Agreement, Customer must re-pay to CCBCC any and all paid but unearned funding provided by CCBCC based on the prorated portion of such funding allocable to the period from the date of termination to the end of the period for which such funding had been provided. The remedies provided in this Section 11 are cumulative and not exclusive of any other rights or remedies that may be available to CCBCC under other provisions of this Agreement or at law or in equity.

12. Representations, Warranties and Covenants. Each of the parties represents and warrants that this Agreement is valid and legally binding upon that party and enforceable in accordance with its terms. Customer represents, warrants and covenants that (a) Customer has, and will have throughout the Term, the sole and exclusive authority (i) to distribute, and authorize distribution of, the Products at the Locations and any Related Activities and (ii) to grant the marketing, beverage distribution and promotional rights to CCBCC set forth herein with respect to the Locations and any Related Activities, in each case, without violating the rights of any third party or any agreement or binding obligation to which it is a party or by which it or its assets is bound, (b) Customer has taken all required and advisable action necessary to enter into, and complied with all applicable laws and regulations in entering into, this Agreement and (c) Customer will ensure that any and all of its employees, agents and authorized representatives shall adhere to the terms and conditions of this Agreement.

13. Confidentiality. During the Term of this Agreement and for a period of three (3) years immediately following the expiration or termination of this Agreement (and for such longer period as may be required to protect trade secrets and comparable rights), Customer shall hold, and shall cause its officers, directors, employees, accountants, counsel, consultants, advisors and agents (collectively, "**Designees**") to hold, in confidence, all documents and information concerning the business relationship embodied in this Agreement (including, without limitation, the terms and conditions of this Agreement) or which CCBCC or its Affiliates furnish to Customer in connection with this Agreement, except to the extent that such information can be shown to have been (a) previously known on a nonconfidential basis by Customer, (b) in the public domain through no fault of Customer or (c) later lawfully acquired by Customer from sources other than CCBCC or its Affiliates; provided, that Customer may disclose such information (x) to its Designees in connection with the business relationship contemplated by this Agreement so long as such Designees are informed by Customer of the confidential nature of such information and agree to treat such information as confidential or (y) if disclosure is compelled by judicial or administrative process or by other requirements of law (in which case Customer shall give CCBCC written notice of the intended disclosure promptly after becoming aware of such disclosure requirement and prior to the actual disclosure, if possible, so that CCBCC may seek a protective order or other appropriate remedy). Upon the expiration or termination of this Agreement, Customer shall, and shall cause its Designees to, destroy or deliver to CCBCC, upon request, all documents and other materials, and all copies thereof, obtained by them or on their behalf from CCBCC or its Affiliates in connection with this Agreement. The provisions of this Section 13 shall survive the expiration or termination of this Agreement, regardless of the date, cause or manner of such termination.

14. Indemnification. CCBCC agrees to indemnify and hold Customer harmless from and against, and to pay to Customer, any and all losses, claims, demands, liabilities and damages incurred by Customer, including, without limitation, reasonable attorneys' fees and court costs, directly arising out of or relating to the defective manufacture of the Products. Customer agrees to indemnify and hold CCBCC and any affiliated entity harmless from and against, and to pay to CCBCC, any and all losses, claims, demands, liabilities and damages incurred by them, including, without limitation, reasonable attorneys' fees and court costs, arising out of or relating to (a) Customer's negligent or wrongful acts or omissions in connection with the distribution of the Products or operation of the Locations, (b) any material breach by Customer of this Agreement or (c) any confiscation or encumbrance of the Equipment.

15. Insurance. During the Term, Customer shall maintain (a) commercial general liability insurance with limits of no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, and (b) worker's compensation insurance as is required by applicable law, from an insurer which is A.M. Best Company rated A- or higher. Any such commercial general liability insurance policy shall be endorsed to specifically name CCBCC and its subsidiaries, affiliates, successors and assigns as additional insureds. Customer shall provide any certificates of insurance to CCBCC upon request, and Customer or its insurer shall provide thirty (30) days' prior written notice (or such other notice as may be provided in the policy provisions) to CCBCC of cancellation or non-renewal of such policies.

16. No License. Nothing contained in this Agreement shall be deemed to grant Customer any right in, or license to, any intellectual property owned or controlled by, or licensed for the use of, CCBCC or its Affiliates (collectively, "**CCBCC IP**"), and Customer shall not copy, reproduce, distribute or otherwise use any trademarks, service marks, logos or slogans of CCBCC or its Affiliates or other CCBCC IP, without the prior written consent of CCBCC.

17. Notices. Any and all notices or communications between the parties with respect to this Agreement shall be deemed given when made in writing and delivered by hand or sent by first-class mail (registered or certified, with return receipt requested), overnight courier (guaranteeing next business day delivery) or by email (followed by first-class mail confirmation), to the address of the party appearing under its name on the signature page below (or to such other address as may be designated in a notice given hereunder).

18. Equitable Relief. Customer acknowledges that the rights granted to CCBCC hereunder are special, unique and extraordinary and are of indeterminant value, the loss of which cannot be fully compensated by damages, actions at law or by application of other remedies described herein. Consequently, Customer acknowledges and agrees that, in addition to any other available remedies hereunder, in the event of a breach by Customer of its obligations hereunder, CCBCC shall be entitled to seek and obtain equitable relief, including an injunction requiring the Customer to comply fully with its obligation under this Agreement. Further, CCBCC shall have the right to withhold, and not pay, further Marketing Fees or any other amounts that would otherwise become due and payable to Customer hereunder if, and so long as, Customer is in breach of its obligations hereunder.

19. Right of First Refusal. Prior to, and for a period of sixty (60) days following, expiration or termination of the term of this Agreement, before Customer enters into an agreement with a third party beverage provider or distributor with respect to distribution of non-alcoholic beverages at any of Customer's retail locations following the expiration or termination of the term hereof, Customer shall first offer the proposed beverage arrangement to CCBCC on the same terms and conditions as offered by the third party. CCBCC shall have thirty (30) days during which to accept said offer. If CCBCC does not accept said offer within said period, Customer shall be free to accept the third party offer, provided that Customer shall not enter into a beverage arrangement with such third party or any other third party on terms and conditions more favorable to the third party than the terms and conditions offered to CCBCC.

20. Transshipping. As a purchaser of Products distributed by CCBCC, and in consideration thereof, Customer shall comply with the provisions herein with respect to Transshipping. "**Transshipping**" is the act of (a) buying the types of products distributed by CCBCC from outside of CCBCC's beverage distribution territory for re-sale in such territory, (b) the sale of CCBCC's Products outside of such territory, or (c) the sale of such

Products within such territory to any third party that intends to ship or sell such Products outside of such territory. Customer shall not engage in Transshipping during the Term. If Transshipping occurs, CCBCC has the right, in addition to any other rights and remedies available to CCBCC under this Agreement or at law or in equity, (x) to discontinue the sale of Products to Customer and/or to terminate this Agreement, (y) to limit the Products purchased by Customer to amounts which CCBCC reasonably determines Customer needs solely for its retail sales in CCBCC's beverage distribution territory, and not for sale to other resellers, and/or (z) to collect from Customer any and all damages incurred by CCBCC as a result of Customer's Transshipping.

21. **Concessionaires.** To the extent that any concessionaire, provider of managed food/beverage services or other third party (each, a "Concessionaire") operates, manages, or leases a Location (or any outlet, portion of or space within a Location), Customer shall cause such Concessionaire to comply with the terms of this Agreement with respect to such Locations (or portions thereof or outlets or spaces therein); provided, however, that if a Concessionaire has a separate agreement with CCBCC or The Coca-Cola Company that includes pricing, rebate, allowance, equipment or service terms, CCBCC may elect in its sole discretion to sell Products to such Concessionaire in accordance with the pricing, rebate and other terms of such other agreement, and there will be no duplication of rebates, allowances, funding or benefits to Customer and the Concessionaire; provided that any purchases of Products by Concessionaire for sale at the Locations will be credited toward any minimum Total Purchase Requirements set forth in **Exhibit B**.

22. **Purchases from Food Service Distributors.** Notwithstanding any provision of this Agreement to the contrary, CCBCC may elect, in its sole discretion at any time, to permit Customer to purchase Products from either CCBCC and/or from a food service distributor authorized by CCBCC to distribute Products (an "Authorized Distributor"). If CCBCC elects to permit Customer to purchase Products from an Authorized Distributor, the following terms and conditions shall apply:

(a) Customer will purchase Products from an Authorized Distributor at the Authorized Distributor's prices and on its pricing terms, not on CCBCC's trade letter pricing or any pricing terms set forth in this Agreement, subject to **Section 22(b)**;

(b) CCBCC will pay Customer rebates for Products purchased from an Authorized Distributor ("Authorized Distributor Delivered Products") solely if and to the extent set forth in **Exhibit A**;

(c) In no event will CCBCC pay rebates with respect to any (i) Authorized Distributor Delivered Products other than Products marketed under trademarks or brand names owned or controlled by or licensed for the use of The Coca-Cola Company ("**TCCC Products**") or (ii) Bag-in-Box fountain ("**BIB**") Products purchased through The Coca-Cola Company's national fountain program, including Coca-Cola, Sprite, Fanta, Seagrams, Pibb, Minute Maid, Barq's, Mello Yello, Hi-C, Powerade, Gold Peak, vitaminwater, Fuze, Fresca and any line extensions of those brands;

(d) Purchases by Customer of Authorized Distributor Delivered Products that are TCCC Products will be credited toward any minimum Total Purchase Requirements set forth in **Exhibit B**, but purchases of Authorized Distributor Delivered Products that are not TCCC Products will not be credited; and

(e) All rebates on Authorized Distributor Delivered Products set forth in **Exhibit A** will be paid based solely on sales records reported by the Authorized Distributor, and CCBCC is not obligated to pay rebates on sales not properly reported by the Authorized Distributor.

23. **Miscellaneous.** This Agreement shall not be assigned or transferred (including, without limitation, by merger or operation of law) by Customer without the prior written consent of CCBCC, and any such attempt to assign or transfer this Agreement without the prior written consent of CCBCC will be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. To be effective, any waiver of any term or condition in this Agreement must be in writing and signed by the waiving party. No waiver by any party of any breach by another party of any provision hereof shall be deemed to be a waiver of any other breach thereof or as a waiver of any such or other provision of this Agreement. This Agreement is made and executed with the intention that the construction, interpretation and validity hereof shall be determined in accordance with and governed by the laws of the State of North Carolina. This Agreement constitutes the entire contract between the parties with respect to the subject matter hereof and supersedes and cancels all prior or contemporaneous oral or written contracts and understandings with respect to the subject matter hereof. All Exhibits attached hereto are hereby incorporated herein by reference. The headings in this Agreement are solely for convenience of reference and shall not affect in any way the interpretation of this Agreement or limit the generality of any of its provisions. This Agreement may not be changed or modified orally, but only by an instrument in writing, signed by the parties hereto, which instrument states that it is an amendment to this Agreement. All rights and remedies specified in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether under this Agreement or at law or in equity. Except as equity may require, should any provision of this Agreement or any part thereof be held to be invalid or unenforceable, the same shall not affect or impair any other provision of this Agreement or any part thereof, and the invalidity or unenforceability of any provision of this Agreement shall not have any effect on or impair the obligations of a party with respect to the remaining provisions of this Agreement. This Agreement may be executed in multiple counterparts (including by signatures in pdf format transmitted by email or by other electronic means agreed by the parties), each of which shall be deemed an original and all of which shall constitute one Agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the Effective Date.

"CCBCC"

CCBCC OPERATIONS, LLC

By: _____

Name: Jesse Mittelsteadt _____

Title: Local Sales rep. _____

By: _____

Name: _____

Title: _____

Date: _____

4100 Coca-Cola Plaza
Charlotte, NC 28211
Attention:
Email:

"Customer"

The City of Kingsport

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Date: _____

Address	415 Broad Street
City, State, Zip	Kingsport, TN 37660
Attention:	Paul Montgomery
Email:	Brentmorelock@kingsportTN.gov

**CCBCC OPERATIONS, LLC
CUSTOMER MARKETING AGREEMENT
The City of Kingsport**

**LOCATIONS, MARKETING FEES, MARKETING SUPPORT, PRODUCT SUPPORT, MARKETING BENEFITS AND
PARTNERSHIP ELEMENTS**

1. Locations

Customer #	Name	Address	City	State	Zip
501499969	Kingsport PR Brick Yard	100 Hill st	Kingsport	TN	37660
501500424	Kingsport PR Domtar Left	1414 Riverport Rd	Kingsport	TN	37660
501500485	Kingsport PR Domtar Right	1414 Riverport Rd	Kingsport	TN	37660

If, at any time during the Term, any Customer or any Affiliate thereof creates or establishes a new retail location in the beverage distribution territory of CCBCC, then, at the option of CCBCC in its sole discretion, such newly created or established retail location shall be added automatically as a Location hereunder owned or operated by Customer (or its Affiliate) and such new Location and Customer (or Affiliate thereof) with respect to such Location shall be subject to the terms of this Agreement during the Term in all respects. If CCBCC exercises such option, the parties agree to execute any documents, and to take any actions, reasonably requested by a party to further evidence or effectuate the addition of such new retail locations as Locations subject to this Agreement for all purposes hereunder.

2. Marketing Fees

One-Time Initial Marketing Fee

CCBCC shall pay a one-time, initial Marketing Fee to Customer in the amount of Ten Thousand and 00/100 Dollars (\$10,000.00), which amount shall be due and payable in full by October 01, 2025, subject to submission of an invoice by Customer to CCBCC. Notwithstanding the foregoing, payment will not be made until after initial delivery is made.

Annual Marketing Fee

The annual Marketing Fee during the Initial Term of this Agreement shall be Four Thousand and 00/100 Dollars (\$4,000.00), subject to the provisions of Section 2 of **Exhibit B**, which amount shall be paid in arrears after each Agreement Year. Subject to submission of an invoice by Customer to CCBCC (and the provisions of Section 2 of **Exhibit B**), the annual Marketing Fee shall be payable in equal installment(s) by the applicable payment due dates following each Agreement Year set forth in the chart below. Notwithstanding the foregoing, payment for the first Agreement Year will not be made until after initial delivery is made.

Agreement Year	Payment Due Dates
Year 1	10/01/2025
Year 2	10/01/2026
Year 3	10/01/2027
Year 4	10/01/2028
Year 5	10/01/2029
Year 6	10/01/2030
Year 7	10/01/2031
Year 8	10/01/2032
Year 9	10/01/2033
Year 10	10/01/2034

Rebates

During the Initial Term of this Agreement and subject to **Section 22**, CCBCC will pay Customer a rebate for each case and/or gallon of TCCC Products (excluding any BIB juice Products or Freestyle BIB, sweetener or cartridges) sold to Customer by CCBCC as set forth below. Rebates shall be computed by CCBCC in accordance with the payment policies of CCBCC in effect from time to time, based on rebate and payment timing below:

Bottle & Can Packages	Units Per Case	Rebate Per Case	Payment Timing
20 oz. CSD	24	\$5.00	Annually
20 oz. PowerAde	24	\$5.00	Annually
20 oz. Dasani	24	\$5.00	Annually

B&C Rebate Begin Date
May 01, 2025

B&C Rebate End Date
May 01, 2035

3. Marketing Support

The annual Marketing Support during each Agreement Year of the Initial Term shall have a value of Two Hundred and Fifty and 00/100 Dollars (\$250.00). CCBCC is not obligated to make cash expenditures up to such amount, and marketing support may include provision of in-kind services or other non-cash assets or benefits or any combination thereof, as determined by CCBCC in its sole discretion.

4. Product Support

For each Agreement Year during the Initial Term of the Agreement, CCBCC will provide Thirty (30) cases of Product in [12 oz. cans or 16.9 oz. Dasani] at no additional cost to Customer. In the event that Customer does not achieve the minimum Total Purchase Requirements set forth in Section 2 of **Exhibit B** and CCBCC elects to extend the Term of this Agreement as a result thereof, or if the term of this Agreement is extended pursuant to **Section 9** of the Agreement, CCBCC will not be required to provide any additional Product Support after the Initial Term.

5. Marketing and Promotional Benefits

CCBCC shall receive the following marketing and promotional rights, recognition and support from Customer free of charge, without further payment from CCBCC:

1. **Sampling.** The exclusive right to sample Products at the Locations or Related Activities to the exclusion of Competing Products and any distributors of Competing Products.
2. **Advertising.** The exclusive right to market, promote and/or advertise the Products at the Locations and any Related Activities and CCBCC's status as the exclusive non-alcoholic beverage provider of Customer and any Related Activities in the marketplace.
3. **Trademarks.** The right to have all Vending Machines, Cold Cases and other Equipment display the trademarks or the brand names of Products owned or controlled by or licensed for the use of CCBCC or an Affiliate.
4. **Entertainment Inventory.** **[TBD]**

6. Initial Mandatory Brands and Packages

The brands and packages to be initially distributed at the Locations (such brands and packages, the "**Mandatory Brands**" and the "**Mandatory Packages**", respectively), along with any mandatory ancillary products or equipment to be used at the Locations, are marked with an (X) as set forth below. The Mandatory Brands and Mandatory Packages may be modified during the Term by CCBCC in its discretion after consultation with Customer.

	MANDATORY BRANDS		MANDATORY PACKAGES		MANDATORY ANCILLARY		MANDATORY EQUIPMENT
x	Carbonated Drinks	x	20 oz		Trademark Cups	x	Cooler
x	Dasani Water		Fountain		Lids		Vendor
x	Powerade Isotonic		12 oz Cans		CO2		Fountain
x	Gold Peak Tea		2 Liter		Brewed Tea		Barrel
x	Monster Energy		Glass Bottle		Brewed Coffee		Rack
	Vitaminwater				Tumblers		
	Smartwater						
x	Body Armor						
	Minute Maid						
	Dunkin Donuts						

7. Menu Benefits

Subject to Section 16 of this Agreement, CCBCC and Customer hereby acknowledge and agree that CCBCC shall have the following marketing, promotion, and advertising rights, free of charge, with respect to Customer's menus:

1. Print Menus. If Customer utilizes print menus at any Location, Customer shall, on the face of each print menu, (i) list each Mandatory Brand available for purchase (or any Product to be sold from time to time as determined in accordance with Section 1(a) of this Agreement) at such Location (such list, as may be updated from time to time, the "**Approved Brand List**") and (ii) conspicuously display an approved trademark or logo for each Product (such approved trademarks or logos, which may be obtained at www.coketogo.com, the "**Approved Logos**") included in the Approved Brand List.
2. Digital Menus. If Customer utilizes digital menus at any Location or online via Customer's website or any third party platform such as Instagram, Facebook, DoorDash, Grubhub, etc., Customer shall conspicuously display on each digital menu (i) the Approved Brand List and (ii) an Approved Logo for each Product included in the Approved Brand List.
3. Wall-Mounted Menus. If Customer utilizes menu boards, menu displays, or any other style of wall-mounted menu, Customer shall conspicuously display on each wall-mounted menu (i) the Approved Brand List and (ii) an Approved Logo for each Product included in the Approved Brand List.
4. Inability to Accommodate Logo. In the event Customer's menu(s) cannot accommodate the Approved Logos, Customer shall not be in breach of this Agreement if, and only if, Customer includes the Approved Brand List on the face (or equivalent thereof) of its menu(s).
5. CCBCC Approval. After Customer selects the Approved Logos, but prior to publication, in any form, of Customer's menu displaying the Approved Logos and/or the Approved Brand List, Customer shall submit to CCBCC, and CCBCC shall have the right to approve within ten (10) days of receipt from Customer, which such approval shall not be unreasonably withheld, conditioned, or delayed, its menu concept displaying the Approved Logos and/or the Approved Brand List. In the event CCBCC fails to provide any response to Customer within such ten (10) day period, such submission shall be deemed approved by CCBCC, and Customer may proceed to publish such menu concept.
6. Limitations. Customer shall not modify, copy, re-produce, transmit or re-transmit or otherwise distribute any menus bearing any Approved Logos and/or the Approved Brand List other than as distributed at or in connection with the Locations, and Customer shall not permit the distribution of any such menus by anyone other than Customer or CCBCC. Upon the expiration or termination of this Agreement, Customer shall promptly cease use of any Approved Logos and menus, in any form, that bear such Approved Logos and/or the Approved Brand List.

**CCBCC OPERATIONS, LLC
CUSTOMER MARKETING AGREEMENT
The City of Kingsport**

INITIAL TERM, TOTAL PURCHASE REQUIREMENTS, PRICES, DELIVERY FEE, VEND RATES AND COMMISSIONS

1. Initial Term

Agreement Start Date: 05/01/2025

Agreement End Date: 05/01/2035

Total Number of Years: 10 Years

2. Total Purchase Requirements

The minimum amount of Products to be (a) purchased by Customer from CCBCC (and from an Authorized Distributor to the extent provided in Section 22(d)), and/or (b) sold through Full Service Vending Machines, in each case, during each Agreement Year of the Initial Term and during the Initial Term as a whole, shall be as follows:

<u>Distribution/Sales Method</u>	<u>Total Cases/Gallons Required During Each Agreement Year</u>	<u>Total Cases/Gallons Required During Initial Term</u>
Direct Sales (Products Purchased by Customer)	2,650	26,500
TOTAL PURCHASE REQUIREMENTS	2,650	26,500

The minimum Total Purchase Requirements set forth above must be fulfilled based off of sales made from CCBCC or through Full Service Vending Machines, as applicable. If the minimum Total Purchase Requirements above for any Agreement Year is not achieved for any reason (each such year, a "Shortfall Year"), then, in addition to any other remedies CCBCC may have hereunder or at law or in equity, the Marketing Fee payable by CCBCC for such Agreement Year shall be reduced to an amount equal to the product of (A) the amount of the annual Marketing Fee for the Shortfall Year specified in Exhibit A, multiplied by (B) a fraction, the denominator of which is the minimum Total Purchase Requirements for the Shortfall Year, and the numerator of which is the actual amount of cases and gallons sold during the Shortfall Year. If there have been any Shortfall Years during the Initial Term, but as of the end of the Initial Term, the Customer has attained the Total Purchase Requirements for the Initial Term, then CCBCC shall pay Customer an amount equal to the aggregate reductions of the annual Marketing Fees during the Initial Term.

If Customer received a one-time initial Marketing Fee in addition to annual Marketing Fees, and the minimum Total Purchase Requirements for the Initial Term is not achieved, then, in addition to any other remedies CCBCC may have hereunder or at law or in equity (including the remedy set forth in the preceding paragraph), CCBCC may elect, in its sole discretion, to extend the term of the Agreement until the minimum Total Purchase Requirements for the Initial Term is achieved. For the avoidance of doubt, if CCBCC elects to extend the term as set forth above, then CCBCC shall not be required to pay any additional Marketing Fees, or provide any additional Marketing Support or Product Support, but will continue to pay any rebates set forth in Exhibit A.

3. Prices

(a). Prices and Adjustments. During the term of this Agreement, CCBCC will sell to Customer the Products, for purposes of Customer reselling such Products through Direct Sales Vending Machines and Cold Cases in accordance with CCBCC's trade letter pricing in effect from time to time. The prices for the Products may be adjusted by CCBCC, from time to time, during the Term. Any such adjustment shall be made by CCBCC in good faith and may take into account, among other things, increases in any prices, costs, fees, charges or taxes associated with or applicable to CCBCC's production, transportation, acquisition, distribution or sale of the Products. Except with respect to prices for Products distributed through Full Service Vending Machines, if applicable, retail prices for sales of Products to consumers at the Locations shall be determined by Customer (or any Concessionaire of Customer) in its discretion.

(b). Invoices and Payment. CCBCC shall invoice Customer for Products sold to Customer, and Customer shall make payment, in accordance with CCBCC's usual and customary practices in effect from time to time. If Customer fails to pay such amounts as provided herein, Customer shall pay interest on all overdue amounts at the rate of one and one-half percent (1.5%) per month compounded monthly (or the maximum amount permitted by applicable law, if less). Customer agrees that it shall pay all of CCBCC's costs and expenses (including reasonable attorney's fees and court costs) incurred by CCBCC in collecting any amount not paid when due hereunder and in otherwise enforcing the terms and conditions of this Agreement. Any failure by Customer to pay an invoice shall constitute a material breach of this Agreement. CCBCC may offset against any Commission, Marketing Fees, Marketing Support or other amounts otherwise due from CCBCC hereunder, any such amounts, costs and expenses due to CCBCC in conjunction with such Product sales. Any claims by Customer of discrepancies or errors in pricing or funding must be submitted to CCBCC no later than one (1) year from the date of invoice; any such claims received by CCBCC after such date shall be deemed null and void, and CCBCC shall have no liability or obligation related to such claims.

CCBCC OPERATIONS, LLC
CUSTOMER MARKETING AGREEMENT
The City of Kingsport

EQUIPMENT

Full Service Vending Machine Listing

Installation Site at the Locations

Other Equipment Listing

Installation Site at the Locations

14 Coolers

1414 Riverport Rd. Kingsport TN 37660
100 Hill St. Kingsport, TN 37660