

AMENDMENT TO SPONSORSHIP AGREEMENT

A Sponsorship Agreement effective January 1, 2017 has previously been executed by and between City of Marshall, Minnesota, a municipality of the State of Minnesota (the “City”), and Viking Coca-Cola Bottling Company, an independent franchisee of the Coca-Cola Company, (the “Sponsor,” and together with the City, the “Parties”),

WHEREAS, the original Sponsorship Agreement had an effective term from January 1, 2017 for a 10-year period of time, terminating December 31, 2026 and;

WHEREAS, the sponsorship fee on said Sponsorship Agreement, obligated sponsor to pay an annual fee of \$18,000.00 per year for each and every year of the 10-year agreement and;

WHEREAS, the extraordinary circumstances occasioned by the economic turndown of the Covid-19 pandemic, have caused the Parties hereto to discuss and consider amendments to the term and sponsorship fees as previously negotiated and;

WHEREAS, the appropriate officials of each party have negotiated an amendment to the Sponsorship Agreement satisfactory to the mutual benefits to the Parties hereto.

NOW THEREFORE, in consideration thereof, the Parties hereto have agreed to an amendment to the Sponsorship Agreement as follows:

1. SPONSORSHIP FEE.

The Parties have agreed that the \$18,000.00 annual sponsorship fee is hereby suspended and will not be paid for the calendar year of 2021. Annual payments of \$18,000.00, however, will continue for each and every year thereafter and will be extended for the additional calendar year of 2027.

2. TERM.

The Parties hereby agree that the term of the contract shall continue in force unless, otherwise terminated in accordance with the provisions of Section 4(B) of this agreement for an additional year, until December 31, 2027 (the “term”) or until Sponsor has purchased the commitment (Viking Attachment B), whichever occurs last, not exceed an additional three years beyond December 31, 2027. When used in this agreement, the term “year” means each consecutive 12-month period during the term, beginning the first day of the term.

3. ALL OTHER TERMS AND CONDITIONS.

All of the other terms and conditions in the original Sponsorship Agreement effective January 1, 2017 and its attached exhibits remain in full force and effect and are not changed or modified by this amendment.

IN WITNESS WHEREOF, the Parties have executed this agreement the date and year first above written.

SPONSOR

VIKING COCA-COLA BOTTLING COMPANY

By: _____

Name: Michael J. Faber

Title: Chief Executive Officer

CITY

CITY OF MARSHALL

By: _____

Name: Robert J. Byrnes

Title: Mayor

ATTEST:

By: _____

Name: Kyle Box

Title: City Clerk

SPONSORSHIP AGREEMENT

This Sponsorship Agreement (the "Agreement") is entered into as of September 7, 2016 (the "Effective Date") by and between City of Marshall, Minnesota, a municipality of the State of Minnesota (the "City"), and Viking Coca-Cola Bottling Company, an independent franchisee of the Coca-Cola Company, (the "Sponsor," and together with the City, the "Parties").

RECITALS

WHEREAS, the City is engaged in the management and the operation of the arena and expo center, known as the Red Baron™ Arena & Expo, and four softball/youth baseball fields yet to be named, including properties now and later constructed, hereafter referred to as the "Property," located in Marshall, MN;

WHEREAS, the Sponsor wishes to be a founding sponsor of the Property by providing financial support in exchange for certain rights to be granted in connection with the Property and agrees to do so under the terms and conditions of this Agreement;

WHEREAS, the City wishes to grant the Sponsor certain rights in connection with the Sponsorship on the terms and conditions set forth below; and

WHEREAS, each Party is duly authorized and capable of entering into this Agreement.

NOW THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein, the Parties hereby agree as follows:

1. GRANT OF RIGHTS.

As consideration for the Sponsorship Rights, as such term is defined in Exhibit A, the City hereby grants the Sponsor the rights described in this Agreement and in Exhibit A attached hereto and made a part hereof, in connection with the Property and agrees to perform all of the City's obligations hereunder.

2. SPONSORSHIP FEE.

The total Sponsorship Fee, as such term is defined in Exhibit A, for the Sponsorship Rights and the schedule of payments of the Sponsorship Fee shall be as set forth in Exhibit A hereto.

3. TERM.

This Agreement takes effect January 1, 2017 and shall continue in force, unless otherwise terminated in accordance with the provisions of Section 4(B) of this Agreement, for 10 years, until December 31, 2026 (the "Term") or until Customer has purchased the Volume Commitment (Viking Attachment B), whichever occurs last, not to exceed an additional 3 years beyond December 31, 2026. When used in the Agreement, the term "Year" means each consecutive twelve-month period during the Term, beginning the first day of the Term.

4. SPONSORSHIP RENEWAL AND TERMINATION.

(A) SPONSORSHIP RENEWAL.

The Sponsor shall have the right of first negotiation to negotiate the renewal of the Sponsorship Rights at completion of the Term. The City shall negotiate exclusively with the Sponsor for a period of one hundred eighty (180) days prior to the expiration of the Term with respect to the terms and conditions of the Sponsorship Rights for the next offering from the City.

(B) TERMINATION.

This Agreement may be terminated:

- (i.) By either Party for a material breach of any provision of this Agreement by the other Party, if the other Party's material breach is not cured within ninety (90) days of receipt of written notice thereof.
- (ii.) By either Party, for failure to comply with Section 8 of this Agreement by the other Party, if the other Party's failure to comply is not cured within ninety (90) days of receipt of written notice thereof.
- (iii.) By either Party at any time and on provision of written notice, if any of the other Party's representations and warranties under this Agreement prove to be inaccurate in any material respects.
- (iv.) By either Party at any time and without prior notice, if the other Party is convicted of any crime or offense, or is guilty of serious misconduct in connection with performance under this Agreement.
- (v.) If either party fails to comply with or perform any material provision or condition of this Agreement (a "Default"), and the defaulting party has failed to cure the Default within ninety (90) days after written notice from the non-defaulting party specifying in reasonable detail the nature of such default (or if such noncompliance cannot be reasonably cured within ninety (90) days, the defaulting party has not provided assurances, reasonably satisfactory to the non-defaulting party, that such noncompliance will be cured as soon as reasonably possible), then the non-defaulting party may terminate this Agreement. Upon this Agreement's termination, Viking may remove all of its Vending Equipment, Fountain Equipment, Concession Equipment and any of Viking's other equipment, property or advertising materials from the Properties. Notwithstanding anything in this Agreement to the contrary, if City terminates this Agreement for any reason, City will immediately pay to Viking the sum of:

(A) the prorated portion of the annual payment paid to City for the then current year of the contract, which will be an amount equal to \$1,500 multiplied by the number of months remaining in the then current year of the contract when terminated, plus

(B) interest on that amount calculated in (A) above at the rate of six percent (6%) per annum multiplied by the number of months remaining in the current year of the contract when terminated.

5. EXCLUSIVITY OF SPONSORSHIP.

During the Term and any Renewal Term, the City grants to the Sponsor, the exclusive Sponsorship Rights in the Property, in the areas of soft drink, non-alcoholic beverages, branded cups, coffee products including cups, frozen soft drink products including cups, vending and candy and snack vending, and agrees it will not permit any competitor of the Sponsor listed on Exhibit B to this Agreement to sponsor the Property, supply products or services to the Property, and/or be associated with the Property in any other manner. Additional competitors may be added to Exhibit B with the prior written consent of the City and removed with the prior written consent of the Sponsor. The City further agrees to use reasonable efforts to prevent and, if necessary, prosecute the efforts of any non-sponsor competitor of the Sponsor to weaken or attack the Sponsor's Sponsorship Rights. The City agrees that the use of Sponsor's trademarks shall occur in such a manner so as not to diminish the value or tarnish the reputation of Sponsor's trademarks.

6. RESPONSIBILITIES.

(A) Of the City. The City agrees to do each of the following:

- (i) Provide the Sponsor with the Sponsorship Rights detailed in this Agreement and Exhibit A to this Agreement.
- (ii) Organize, produce, and supervise events in a workmanlike manner, in accordance with applicable laws, and with professional diligence and skill, using fully-trained, skilled, competent, and experienced personnel.
- (iii) Make all arrangements for the use of the venue, including securing any necessary permits, coordinating parking and/or transportation, supplying equipment, and contracting with vendors and other service providers.
- (iv) Deliver the Property Trademarks (as defined in Section 8(B) below) to the Sponsor within one hundred eighty (180) days of the Effective Date.
- (v) Provide adequate professional security for the Events and take reasonable steps to ensure the safety of all workers, volunteers, and persons attending the Events.
- (vi) Use best efforts to obtain appropriate media coverage of the Property.
- (vii) Use best efforts to promote the Property and maximize attendance.

(B) Of the Sponsor. The Sponsor agrees to do each of the following:

- (i) Provide all assistance and cooperation to the City that is necessary in connection with the Sponsor's Sponsorship Rights of the Property.

- (ii) Deliver the Sponsor Trademarks (as defined in Section 8(A) below) to the City within ninety (90) days of the Effective Date.

7. PARTIES' REPRESENTATIONS AND WARRANTIES.

- (A) The Parties each represent and warrant as follows:
 - (i) Each Party has full power, authority, and right to perform its obligations under the Agreement.
 - (ii) This Agreement is a legal, valid, and binding obligation of each Party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies).
 - (iii) Entering into this Agreement will not violate the charter or bylaws of either Party or any material contract to which that Party is also a party.
- (B) The City hereby represents and warrants as follows:
 - (i) The Property shall be operated in accordance with and shall not violate any applicable laws, rules, or regulations, and the City shall obtain all permissions required to comply with such laws, rules, or regulations.
 - (ii) The City shall notify the Sponsor of any changes that would materially change the deliverable elements at least ninety (90) days before implementing such changes. City agrees to not impair the ability of Sponsor to sell, advertise or market Products in any way without the prior written consent of the Sponsor.
 - (iii) The obligations required by this Agreement shall be performed by the City or the City's staff, and the Sponsor shall not be required to hire, supervise, or pay any assistants to help the City perform such obligations.
- (C) The Sponsor hereby represents and warrants as follows:
 - (i) The Sponsor will make timely payments of the Sponsorship Fee to the City under this Agreement and as detailed in Exhibit A hereto.
 - (ii) The Sponsor shall provide such other assistance to the City as the Sponsor deems reasonable and appropriate.

8. TRADEMARKS.

- (A) Sponsor Trademarks.
 - (i) License. The Sponsor hereby grants the City a non-exclusive limited license to use, display, and reproduce its logos, trademarks, service marks, and trade names (each, a "Sponsor Trademark" and collectively, the "Sponsor Trademarks") only in connection with the promotion and advertisement of the Property and any listing of the sponsors of the Property during the Term and any Renewal Term. The City agrees to obtain the consent of the Sponsor before each use, display, and reproduction of the Sponsor Trademarks.

- (ii) Ownership. All Sponsor Trademarks provided, leased, or licensed to the City in connection with the Property are the Sponsor's sole property, and the City has no ownership or other intellectual property rights in or to such items.
- (iii) No Infringement. The Sponsor represents and warrants to the City and unconditionally guarantees that all of the Sponsor Trademarks are owned by the Sponsor or that the Sponsor has permission from the rightful owner to use each of these elements.

(B) Property Trademarks.

- (i) License. The City hereby grants the Sponsor a non-exclusive limited license to use, display, and reproduce the logos, trademarks, service marks, and trade names, associated with the Property (each a "Property Trademark" and collectively, the "Property Trademarks") only in connection with the promotion and advertisement of the Sponsor's products and services during the Term and any Renewal Term. The Sponsor agrees to obtain the consent of the City before each use, display, and reproduction of the Property Trademarks.
- (ii) Ownership. All Property Trademarks provided, leased, or licensed to the Sponsor in connection with Events are the City's sole property, and the Sponsor has no ownership or other intellectual property rights in or to such items.
- (iii) No Infringement. The City represents and warrants to the Sponsor and unconditionally guarantees that all of the Property Trademarks are owned by the City or that the City has permission from the rightful owner to use each of these elements.

9. EVENT MERCHANDISE.

Sponsor-Created Merchandise. During the Term and any Renewal Term and subject to the approval of the City, which shall not be unreasonably withheld, the Sponsor shall have the right to create, manufacture or cause to be manufactured, and sell or give away merchandise associated with the Property and containing the Sponsor's Trademarks in connection with the promotion of the Sponsor's products and services. All merchandise caused to be manufactured for sale or to be given away by the Sponsor in association with the Property shall be of high quality, free from product defects, merchantable, and suitable for its intended purpose.

10. INDEMNIFICATION.

- (A) Of Sponsor by City. Subject to limits applicable under Minnesota law, the City shall indemnify and hold harmless the Sponsor and its officers, directors, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors and assigns from and against any and all damages, liabilities, costs, expenses, claims, and/or judgments, (collectively, the "Claims") that any of them may suffer from or incur and that arise or result primarily from (i) any inaccuracy of any representation or warranty made by the City under this Agreement, or (ii) the City's breach of any of its obligations, agreements, or

duties under this Agreement, or (iii) the City, including, but not limited to Claims for bodily injury, death, or property loss, but only in proportion to and to the extent such Claims arise out of or are caused by the negligent or intentional acts or omissions of the City and/or the City's officers, directors, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors, and assigns.

- (B) Of City by Sponsor. Subject to limits applicable under Minnesota law, the Sponsor shall indemnify and hold harmless the City and its officers, directors, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors and assigns from and against any Claims that any of them may suffer from or incur and that arise or result primarily from any inaccuracy of any representation or warranty made by the Sponsor under this Agreement or the Sponsor's breach of any of its obligations, agreements, or duties under this Agreement.

11. INSURANCE.

Each Party shall maintain, at its own expense, insurance coverage required in the reasonable amounts and types for each party's operations.

12. FORCE MAJUERE

Either party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes or labor disputes, embargoes, government orders or any other force majeure event.

13. CONFIDENTIALITY.

Each Party agrees, during the Term, and any Renewal Term, and for a period of five (5) years thereafter, to hold in strictest confidence and not to disclose to any person, firm, or corporation without the prior written consent of the other Party, any of the terms or conditions of this Agreement, subject to the Minnesota Government Data Practices Act and other approval laws.

14. NATURE OF RELATIONSHIP.

The Parties agree that nothing in this Agreement shall be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between the Parties, or as authorizing either Party to act as the agent of the other. Nothing in this Agreement shall create any obligation between either Party and a third party.

15. AMENDMENTS.

No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by both Parties.

16. ASSIGNMENT.

Neither Party may, without the prior written consent of the other Party, assign, subcontract, or delegate its obligations under this Agreement, except that the Sponsor

may assign this Agreement to a purchaser of all or substantially all of the Sponsor's assets, provided that the Sponsor guarantees the performance of and causes the assignee to assume all obligations of the Sponsor under this Agreement. City may assign the operational and management duties of the Property to a third party provider, subject to the terms and conditions of this Sponsorship Agreement.

17. SUCCESSORS AND ASSIGNS.

All references in this Agreement to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the Parties.

18. NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

19. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return-receipt requested) to the respective Parties as follows:

If to the Sponsor:

Viking Coca-Cola Bottling Company
Attn: Michael J. Faber, CEO
PO Box 806
St. Cloud, MN 56302

If to the City:

City of Marshall
ATTN: Nicholas Johnson, City Administrator
344 W. Main St.
Marshall, MN 56258

20. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of Minnesota.

21. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

22. SEVERABILITY.

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

23. ENTIRE AGREEMENT.

This Agreement, together with the Exhibits hereto, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

24. HEADINGS.


Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.


SPONSOR

VIKING COCA-COLA BOTTLING COMPANY

By: 
Name: Michael J. Faber
Title: CEO

CITY

CITY OF MARSHALL

By: 
Name: Robert J. Byrnes
Title: Mayor

ATTEST:

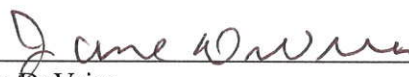
By: 
Name: Jane DeVries
Title: City Clerk

EXHIBIT A
SPONSORSHIP RIGHTS, FEE, REBATE OF FEE, AND INSURANCE

1. SPONSORSHIP RIGHTS.

In exchange for the Sponsorship Fee, as defined in Section 2 below, the Sponsor will receive the following rights in connection with the Property (collectively, the "Sponsorship Rights"):

(A) Signage and branding. The Sponsor will receive the right to:

- 1) Zamboni. Sponsor will receive exclusive signage rights to the primary Zamboni at Red Baron™ Arena & Expo.
- 2) Videoboard Sponsorship. The 13' 8" x 25' videoboard located in the main arena will feature video spots at City controlled events. Ten and thirty-second will be included for sponsor.
- 3) Founding Sponsor endorsement and brand/company signage to be placed inside the arena.
- 4) Dasher board Signage. Sponsor will receive two (2) dasher board signs in the main arena and two (2) dasher board signs in Rink 2. Dasher board signs will be located in the corners of both rinks.
- 5) Main Rink: In-Ice Logo. Sponsor will have rights to place its logo in ice of the main (Championship) ice rink for ten (10) years. Sponsor to cover the cost of the production, installation and maintenance of the in-ice logo.
- 6) Digital Media. Sponsor logo will be included in all digital/social media controlled by the City (arena website, social media campaigns, etc.)

As a founding sponsor, ads will be weighted to run in higher rotation than all other sponsors under the Founding Sponsorship level. Sponsor is responsible for providing production and traffic instructions for the ads.

(B) Event Rights. The Sponsor will receive the right to:

- 1) Exclusive use of the Red Baron™ Arena & Expo two (2) times per calendar year. Operational expenses, food costs, promotional give-a-ways and any facility remodeling costs associated with the exclusive Sponsor facility use, are the responsibility of the Sponsor.
- 2) 10 tickets/passes to City sponsored events at the facility. If VIP areas are created in the future, Viking will have mutually agreed to VIP privileges.
- 3) Exclusive use of the facility Club Room two (2) times per calendar year. Operational expenses, food costs, promotional give-a-ways and any facility remodeling costs associated with the exclusive Sponsor use of the Club Room, are the responsibility of the Sponsor.

(C) Media/Co-Branded Marketing Rights. The Sponsor will receive the right to:

As Founding Sponsor, Sponsor will receive logo/marks inclusion in all media campaigns associated with events controlled by the City as follows:

Package Value:

Zamboni	\$7,000
Videoboard Sponsorship	\$2,000
Dasher board Signage Sponsorship	\$4,800
Main ice arena: In-ice Logo	\$2,000/yr. (10 years)
Digital Media	\$2,000
Facility Use	\$2,000
Club Room Use	\$1,000
Founding Partner Status	\$5,000

Total Advertising Package Value \$25,800

2. SPONSORSHIP FEE.

In exchange for the Sponsorship Rights as defined herein, the Sponsor agrees to the following:

(A) Equipment and Materials:

Sponsor will furnish, install and maintain in good operating condition and appearance, machines and equipment at the Property. All equipment must meet the standards and be approved by the City.

The following machines, equipment and materials must be provided:

- i. Up to two (2) vending machines which will dispense Products including but not limited to, soda, sports drinks, water and fruit juice in 20oz plastic bottles or other size packages.
- ii. Varying sized beverage coolers both upright and counter-top models.
- iii. Varying sized candy snack machines
- iv. Varying sized Armada Coffee equipment.
- v. One (1) portable Iowa Rotocast portable cart
- vi. Up to two (2) lighted menu boards
- vii. Water bottles for team benches
- viii. Five (5) gallon water coolers
- ix. Any additional equipment reasonably called for with new facilities, as mutually agreed to by City and Sponsor
- x. Appropriate point of sale to compliment concessions at no charge (table tents, displays, etc.)

(B) Sponsorship Funding:

Sponsor shall pay a founding sponsorship fee in the amount of \$180,000.00 as follows:

- \$18,000 paid annually, commencing January 2, 2017, and January 2 of each and every year thereafter, through and including January 2, 2026.

The City acknowledges that the payments are due to City if and only if the Property is open to the public and the City must be purchasing product from Viking in order to receive this payment.

(C) Commissions, Rebates, Media and Marketing Programs:

Sponsor shall pay to City Rebates and Commissions for Sponsor products pursuant to "Attachment A-Option #6 – Product Pricing", a copy of which is attached hereto and labeled as Exhibit A-1. Product Rebate check will be paid quarterly.

City agrees to provide Public vending and concession stand candy and snacks to First Choice Food and Beverages as Agent of Viking or Viking.

Value estimates as follows:

Regional Media Value	\$20,000/year
Powerade Equipment and Materials	\$3,000/year
Estimated Case Rebates and Commissions	\$20,180/year
Total Equipment Value	\$36,000/year one
Value of Marketing Programs	\$253,450/year*

Total Annual Value: \$332,630

*To include, but not limited to, support/sponsorship of youth hockey, softball, baseball tournaments, advertising, promotions and product placement.

VIKING ATTACHMENT A

ATTACHEMENT A						
PRODUCT PRICING						
PACKAGE	WHOLESALE PRICE	INVOICE DISCOUNT	REBATE			
16oz Can Energy	Regular Wholesale Price					
18.5 oz Gold Peak Tea	Regular Wholesale Price					
20oz Powerade	Regular Wholesale Price		\$1.00 per Case Issued Quarterly as Check			
20oz Sparkling	Regular Wholesale Price		\$5.00 per Case Issued Quarterly as Check			
20oz Vitamin Water	Regular Wholesale Price					
20oz Water	Regular Wholesale Price		\$11.00 per Case Issued Quarterly as Check			
3 Gallon Slushie BIB	Regular Wholesale Price					
700 ml Smart Water	Regular Wholesale Price					
Armada EB Dec caf coffee	Regular Wholesale Price	\$10.50				
Armada EBR Reg coffee	Regular Wholesale Price	\$14.00				
Armada Hot Cocoa Mix	Regular Wholesale Price	\$13.00				
Armada Cappuccino Mix	Regular Wholesale Price	\$13.75				
All Other Packages	Regular Wholesale Price					

VIKING ATTACHMENT B

Attachment B

Definition of a Unit Calculation

	Quantity	Total
16 oz Can Energy	50	50
18.5 oz Gold Peak Tea	60	120
20 oz Powerade	350	350
20 oz Sparkling	1175	1175
20 oz Vitamin Water	50	50
20 oz Water	500	500
3 Gal Slushie BIB	35	105
700 ml Smart Water	75	75
Armada EB Dec o/b 40/1.5 oz	25	25
Armada EBR o/b 40/1.75 oz	40	40
Armada Hot Coco Mix 12/2 lb	40	40
Core Power	50	100
French Vanilla Cappuccino 6/2 lb	40	40

Length of Agreement	10 Years
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Total Units during each Agreement term	26700
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FIRST CHOICE ATTACHMENT A & B

Attachment A

ITEM	VEND PRICE
Cakes	\$1.25
Candy	\$1.00
Candy - LSC	\$1.25
Chips - LSS	\$1.00
Cookies	\$1.00
Gum	\$0.75
Mints	\$0.75
Popcorn	\$0.90

ATTACHMENT A1

Attachment B

ITEM	COMISSION RATE
Cakes	0.00%
Candy	0.00%
Candy - LSC	0.00%
Chips - LSS	0.00%
Cookies	0.00%
Gum	0.00%
Mints	0.00%
Popcorn	0.00%

open happiness®



Attachment A Option #6 – Product Pricing

Product	Units / Case	Case		Units Volume	Wholesale	Invoice Discount	Case Rebate	Net Selling Price
		Volume	Volume					
16 oz Can Energy	1	50		50	\$39.00	\$0.00	\$0.00	\$38.00
18.5 oz Gold Peak Tea	2	60		120	\$16.75	\$0.00	\$0.00	\$16.75
20 oz Powerade	1	350		350	\$28.00	\$0.00	\$1.00	\$28.00
20 oz Sparkling	1	1175		1175	\$33.00	\$0.00	\$5.00	\$28.00
20 oz Vitamin Water	1	50		50	\$33.00	\$0.00	\$0.00	\$33.00
20 oz Water	1	500		500	\$29.00	\$0.00	\$11.00	\$18.00
3 Gal Slushie 5IB	3	35		105	\$125.00	\$0.00	\$0.00	\$125.00
700 ml Smart Water	1	75		75	\$26.00	\$0.00	\$0.00	\$26.00
Core Power	2	50		100	\$27.00	\$0.00	\$0.00	\$27.00
Product	Units / Case	Case		Units Volume	Wholesale	Invoice Discount	Case Rebate	Net Selling Price
Armada EB Dec 6/1 40/1.5 5z	1	25		25	\$46.50	\$10.50	\$0.00	\$38.00
Armada EBR 0/6 40/1.75 5z	1	40		40	\$50.00	\$14.00	\$0.00	\$36.00
Armada Hot Coco Mix 12/2 1b	1	40		40	\$58.50	\$13.00	\$0.00	\$52.50
French Vanilla Cappuccino 6/2 1b	1	40		40	\$51.75	\$13.75	\$0.00	\$38.00

All other packages are available at regular cost.
Discounts will be locked in for the length of the partnership

EXHIBIT B
LIST OF SPONSOR'S COMPETITORS

Soft Drink Bottlers and Distributors

Avista
Bermick's Pepsi Cola (Dresser, Duluth)
Bernick's Pepsi Cola (St. Cloud)
Bernick's Pepsi Cola (Willmar)
Berry Coffee
Burnsville Pepsi Cola
Coca Cola Refreshments
(Midwest Division encompassing MN, IA, SD, ND, WI)
Cold Spring Brewery Co.
Compass/Canteen
Dr. Pepper Snapple Group
Dakota Beverage
Farmer Brothers
Farner-Bocken
Gillette Pepsi Cola
Henry's
Madison Bottling
Nei Pepsi Cola (Bemidji)
Ortonville Pepsi Cola
PBC (Eau Claire)
PBC Pepsi Cola (Brainerd)
PBC Pepsi Cola (Burnsville)
PBC Pepsi Cola (Grand Rapids)
PepsiCo
Pipestone Pepsi
Pouch Tech Industries
Red Bull and Red Bull Distributors
Rohlfing, Inc. (Brainerd)
Stuebbers
Any other soft drink, non-alcoholic beverage competitor that is now or may become a competitor in the future