



COF: 3749201

PepsiCo Distributor Partnership Beverage Agreement C

This Agreement ("Agreement") between, Bottling Group, LLC, on behalf of itself and its affiliates, operating as Pepsi Beverages Company, an operating unit of PepsiCo, Inc. ("PBC") and the Customer identified on the front page of this Agreement (the "Customer"), sets forth the agreement of the parties with respect to the purchase of Products.

1. **Definitions.** As used in this Agreement, the following capitalized terms shall have the respective meanings assigned hereto below.
 - a. **"Agreement Year"** shall mean each twelve-month period beginning with the Agreement Start Date.
 - b. **"Cases"** shall mean the cases of bottle and can Products (24 units per case) purchased by the Customer.
 - c. **"Equipment"** shall mean all coolers, fountain and other beverage dispensing equipment loaned or rented to the Customer by PBC during the Term.
 - d. **"Gallons"** shall mean the gallons of postmix Products purchased by the Customer.
 - e. **"Outlet"** shall mean the Customer's outlet located at the address indicated under the Customer information section, and any expansions thereof, including any restaurant, outlet or other facility in the Customer's system that may be opened or acquired by the Customer within PBC's bottling territory during the Term (the "Outlets"). In the event that new Outlets are added during the Term of this Agreement, the parties shall create and attach an updated schedule of Outlets, COFs and addresses, to be automatically included as part of the Agreement.
 - f. **"Products"** shall mean beverage products (including postmix or bottle and can ("B&C")) manufactured, sold, or distributed by PBC or any other beverages otherwise authorized by PBC for purchase and resale through Equipment provided by PBC, all of which may be amended by PBC from time to time.
 - g. **"Term"** The term of this Agreement shall be for the period commencing on the Agreement Start Date and expiring on the Agreement End Date as indicated on the front page and/or "Volume Based Term" section of this Agreement, unless sooner terminated or extended as provided herein. After the expiration of the initial term, for agreements that have a time-based duration, this Agreement shall automatically renew for successive one (1) year periods unless contrary written notice is provided by one party to the other not less than 90 days prior to the end of the initial term or any renewal period. Any renewals shall be under the same terms and conditions, except that Customer shall not be entitled to receive any consideration identified as "one-time" or upfront for any renewal periods.
2. **Consideration.** In consideration of the rights granted in this Agreement, and provided the Customer is not in breach of this Agreement, PBC shall provide the Customer the following – if applicable as indicated on the first page of this Agreement:
 - a. **Equipment.** PBC or one of its affiliates shall retain all right title and interest in the Equipment. Subject to compliance with installation requirements, PBC shall deliver and install the Equipment at the approved designated Customer location, provided that Customer shall make available necessary electrical and plumbing facilities as required by city, state and Federal regulations. At all times during the Term, Customer shall comply with PBC's Product merchandising standards, and policies and procedures regarding the operation and use of PBC's Equipment, as such standards and policies may be updated or modified by PBC from time to time. **In connection with the foregoing, Customer acknowledges and agrees that Equipment shall only be used to house/dispense PBC Products and may not be safe or suitable for storage of non-Beverage items.** Customer agrees not to remove or cause to be removed or otherwise encumber the Equipment from the location above designated without the written consent of PBC. Customer agrees to promptly notify PBC if the Equipment needs to be repaired or serviced. Customer further agrees to fully cooperate with PBC in effecting any necessary repairs or service. Provided the Customer is in compliance with all terms and conditions of this Agreement, PBC agrees to provide free service and repair of the Equipment (except where prohibited by law). Customer shall keep the Equipment free from any liens or encumbrances except those caused by PBC. Customer shall be liable to PBC for careful use and return of the Equipment in good condition, and any Equipment or parts lost or damaged by fire, theft, accident, or for any other reason, shall be paid for, at the time of loss, by Customer. All reasonable expenses incurred by PBC in securing return of the Equipment, including but not limited to hourly charges for PBC's employees, shall be Customer's responsibility. PBC shall have the right, during Customer's usual business hours, to enter the premises where the Equipment is located and shall have free access thereto for purposes of inspecting or removing the Equipment.
 - b. **Funding.** As set forth in this Agreement, Funding, as applicable, may consist of: (1) an Upfront Development Fund payment in the amount indicated in this Agreement, payable as specified herein and earned over the duration of the Term as stated below; (2) Rebates payable for applicable Cases or Gallons or Products purchased by Customer from PBC during the applicable funding period; (3) a one-time only Signing Bonus in the amount indicated in this Agreement, payable within ninety (90) days of the later of installation of Equipment or signing of this Agreement by both parties, and earned over the duration of the Term; and (4) such other consideration as indicated on the first two pages of this Agreement, including that based on exclusive/non-exclusive status of the Customer. For funding consisting of item (1) or (3) above, the funding will be earned by Customer on an equal monthly basis over the initial Term if the Agreement has only a "time-based" duration, and will be earned on an equal per Gallon/Case basis if the Agreement has a "later of time or Gallons/Cases purchased" duration; and
 - c. The Customer acknowledges and agrees that all consideration set forth herein is to be earned by the Customer based on its full compliance with the terms, and requirements of this Agreement and PBC shall provide such consideration provided the Customer (1) has paid in full, without offsets, auto or other deductions, all invoices for Products delivered to the Customer, and (2) is not in breach of its obligations under this Agreement.
3. **Product Price.** Prices for Products (including for Ancillary Products, if applicable) shall be determined by the applicable Distributor.
4. **General Terms**
 - a. **Breach and Termination.** In the event either party breaches a provision of this Agreement, the non-breaching party shall give the other party written notice of such breach. Upon receipt of such written notice, the breaching party shall have thirty (30) days to cure such breach. If such breach is not cured within the specified time period, the non-breaching party may terminate this Agreement upon the expiration of such cure period upon written notice to the breaching party.
 - b. **Remedies.** If PBC terminates this Agreement due to Section 4(a) above or Customer terminates this Agreement for any reason other than default by PBC, then in addition to any other remedies to which PBC may be entitled by reason of any breach, Customer shall immediately reimburse PBC for the following: (i) an amount representing reimbursement for the cost of installation and removal of the Equipment provided to Customer by PBC pursuant to this Agreement; and (ii) Customer shall reimburse PBC for a prorated portion of any funding or upfront payment advanced by PBC and not earned by Customer as of the time of termination, with such prorated amount based upon the number of remaining months in the Term as of the date of termination if the Agreement has a time-based duration, or based upon the number of outstanding Gallons/Cases remaining to be purchased as of the date of termination, as applicable if the Agreement has a later of time or Gallons/Cases duration; and (iii) an amount as liquidated damages, for lost sales suffered by PBC as a result of such termination, equal to the sum of: (1) the product of \$5 multiplied by the projected number of Gallons of Postmix, LCT and FB Products that Customer would have been expected to purchase during the remainder of the Term based on the Customer's average annualized purchase rate, and (2) the product of \$10 multiplied by the projected number of 24-pk case equivalents of Packaged Products that Customer would have been expected to purchase during the remainder of the Term based on Customer's average annualized purchase rate. In addition to the foregoing, Customer shall not receive any consideration pursuant to this Agreement which has not been fully earned or redeemed (including Pepsi Rewards points) by Customer as of the date of such breach.
 - c. **Failure to meet Minimum Thruput Requirement.** Throughout the Term, if Customer purchase trends reasonably indicate that Customer cannot achieve the average Cases/Gallons as indicated on the front page of this Agreement, then PBC shall have the right to remove Equipment completely and terminate this Agreement pursuant to Section 4(a), or substitute/adjust Equipment placement(s) as deemed reasonably necessary by PBC. The Customer shall return the Equipment within 20 days after written notice from PBC. At the end of the initial Term, or any renewal period thereafter, if Customer has failed to purchase the aggregate (e.g. for 2-year term, 1000 Gallons per fountain dispensing unit) volume threshold requirements stated herein, PBC shall have the option, in lieu of termination, to extend the Term of the Agreement until such time as the Customer's purchases reach the applicable aggregate volume thresholds, such extension to be treated under Section 1(g), above ("Automatic Extension").
 - d. **Equipment upon Expiration or Termination of this Agreement.** If this Agreement is terminated or expires and the parties do not enter into a subsequent agreement, then the Customer shall fully cooperate with PBC to insure that PBC is able to pick up its Equipment. Within 15 days after the expiration or termination the Customer shall coordinate with PBC so that PBC may pick up its Equipment at the Customer's locations. Once PBC has picked up and inspected the Equipment, PBC shall notify the Customer of any damage to or missing Equipment/parts (excluding reasonable wear and tear). Customer shall immediately pay to PBC all applicable costs, expenses, and fees associated with the repair/replacement of the Equipment or associated parts. Failure make such payment shall be deemed a material breach of this Agreement.
 - e. **Right of Offset.** PBC reserves the right to withhold payments due hereunder as an additional remedy for breach, or as an offset (partial or whole) against any amounts not paid by Customer to PBC pursuant to this Agreement, including the payments set forth in Sections 4(b) and 4(d), above.
 - f. **Customer Representation.** Customer represents and warrants to PBC that the execution, delivery and performance of this Agreement by Customer will not violate any agreements with, or rights of, third parties.
 - g. **Non-Disclosure.** Except as may otherwise be required by law or legal process, Customer shall not disclose to unrelated third parties the terms and conditions of this Agreement without the written consent of PBC.
 - h. **Assignment/Acquisition.** The Customer shall not sell, assign, transfer or otherwise encumber any interest in the Agreement without prior written consent of PBC. In the event that the Customer sells, assigns or transfers its assets to a third party or there is a change in control of the Customer, the Customer shall cause the transferee to assume all of the Customer's obligations under this Agreement prior to such sale, assignment or transfer. In the event the transferee has an existing local agreement with PBC or national agreement with PepsiCo (which agreement covers the purchase of Products), the agreement with the transferee shall continue and PBC's obligations under this agreement shall terminate. PBC may assign this Agreement at any time to an affiliate without any prior consent.
 - i. **Unauthorized Reselling and/or Transshipment.** PBC reserves the right to limit quantities, deduct/withhold funding, charge transshipment fines, or terminate this Agreement immediately (i.e., without notice/cure period) if the Customer resells Products in a manner not authorized by this Agreement, including to other resellers/distributors or for direct/indirect sale outside of the PBC Location's exclusive bottling territory. PBC will have the right to inspect Customer's warehouse for the purpose of verifying product production codes.
 - j. **Right of First Refusal.** Upon expiration or termination of this Agreement, if the parties have not entered into a new agreement, the Customer shall be free to enter into discussions/negotiations with third parties except that Customer shall grant Pepsi the absolute right of first refusal to match any bona fide offers made by a third party with respect to Beverage sales at the Outlets. The Customer shall provide Pepsi with details of any such bona fide offers, and Pepsi shall have a thirty (30) day window to decide whether it will match such offer and exercise its right of first refusal. The parties agree that beverage type/category and not brand names shall be considered for the purposes of determining a match.
 - k. **Trademarks.** PBC shall have final authority to review and approve, in its sole discretion, all aspects of any advertising or promotion provided for under this Agreement, including any and all promotional or other materials utilizing PepsiCo trademarks, and no documents, point of sale, coupons, sell sheets, etc. shall be released without PBC's prior written approval. Any and all trademarked, copyrighted or other material in which either party claims or has property rights shall remain the sole and exclusive property of that party and shall be used by the other solely for the purposes listed and to the extent allowed by this Agreement.
 - l. **Indemnification.** Customer shall defend and indemnify PBC against all costs, expenses, claims or losses incurred through claims of third parties resulting from Customer's breach of the terms and conditions of this agreement as well as any claims for damages based on personal injury, death or property damage due to Customer's actions and/or omissions, including but not limited to any claims related to Customer's misuse of (and/or failure to adhere to) PBC's quality and handling requirements related to PBC's Equipment, Products or IP/Trademarks.
 - m. **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 Products by Customer. This Agreement may be amended or modified only by a writing signed by each of the parties.

Pepsi Beverages Company		Customer	
Signature: <i>[Signature]</i>	Date:	Signature:	Date:



PepsiCo Distributor Partnership Beverage Agreement C

Customer Information

Name of Business: NORMAN MUNICIPAL AUTHORITY
 CITY OF NORMAN PARKS AND RECREATION

Primary Contact: JASON OLSEN

Address: 201 W. GRAY BLDG C

City: NORMAN

State: OK

Zip: 73070

Customer E-mail: _____

COF Number(s): 3749201

(Include all numbers)

Fed Tax Id #: _____

State Tax Id #: _____

Business Phone: 405-366-5479 **Cell #:** _____

Business Owner: _____

PBC Information

Agreement Term

PBC Location(s): OKLAHOMA CITY OK **Agreement Start Date:** 10/1/2018

Created By: Silas Stewart **Route #:** _____ **Agreement End Date**:** Later Of 9/30/2023

PBC Market Unit: OKLAHOMA MKT **Phone #:** 4052696842 **Or Volume Threshold:** 15,000

Sales Method: Authorized FS Distributor (Distributor Name: _____) (Agreement automatically renews each year unless Cancellation is received at least ninety (90) days prior to the end of the term)

(Check Boxes and Specify, as applicable)

PBC Agrees To:

<input checked="" type="checkbox"/>	Loan at no charge (except where prohibited by law - in which event PBC shall charge the minimum legal rental fee allowed), where and as necessary coolers, fountain or other equipment to the Customer, to be placed and operated pursuant to the terms and conditions of this Agreement (as specified on reverse side).
<input checked="" type="checkbox"/>	Initial Equipment Placement shall be as follows (fill out as applicable): Coolers: One-Door Two-Door Three-Door Counter-top Energy Fountain: 6 Valve 8 Valve Bar guns (button) Special: Lipton Refreshing Iced Tea Juice Frozen Slush FUB Unit Other (Specify): _____
<input checked="" type="checkbox"/>	Provide, at no additional charge to the Customer (except where prohibited by law), periodic maintenance, necessary service and repairs to all Equipment loaned to Customer pursuant to this Agreement.
<input checked="" type="checkbox"/>	Authorize the above referenced Distributor to make available for purchase by Customer, the beverage Products and branded cups as listed below (subject to availability) at prices to be determined by such Distributor.
<input type="checkbox"/>	** Provide Customer with the opportunity to participate as a Basic Level Member of pepsi:rewards+plus **PBC expressly reserves the right to modify or eliminate the Pepsi Rewards+Plus program and/or its requirements at its sole discretion. PBC shall notify Customer of any such changes prior to implementation. * If unredeemed, earned points will expire after two years * Visit www.pepsirewardsplus.com for full program details
<input type="checkbox"/>	For additional local PBC Field input: 200 free cases of 16.9oz water or 12oz cans. Not to exceed \$1,000. Vending commission 30%

Customer Agrees To:

<input checked="" type="checkbox"/>	** Volume Based Term (Check box if applicable) * The Term of this Agreement shall commence on the Agreement Start Date listed above, and end on the later of: (1) 9/30/2023 or (2) the date on which Customer purchases of applicable Products from the Authorized FS Distributor meets or exceeds 15,000 Gallons/Cases.
<input checked="" type="checkbox"/>	EXCLUSIVITY - Customer agrees to exclusively serve the Products indicated below at the Outlet. The Products shall be the only beverages 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 Customer's Outlet.
<input type="checkbox"/>	NON-EXCLUSIVITY - Customer agrees to serve the Products indicated below at the Outlet, provided that Customer agrees that if PBC has provided Customer with fountain Equipment, Customer agrees to serve PBC's postmix Products exclusively at its Outlet.
<input checked="" type="checkbox"/>	Unless otherwise authorized by PBC, Customer shall purchase all its requirements for Products directly from the FS Distributor indicated above, and sell only those Products from the Equipment provided to the Customer by PBC. Unless approved by PBC, Customer shall not stock or serve any non-PBC Products (food or beverages) in Equipment.
<input checked="" type="checkbox"/>	Abide by the terms and conditions of this Agreement regardless of any change in suppliers to someone other than the Authorized FS Distributor above. Thus, in the event Customer ceases to do business with the Authorized FS Distributor, Customer shall provide PBC prompt notice and shall work with PBC to ensure that any new supplier of beverages will be able to provide Products to Customer in accordance with this Agreement (and thereby be substituted as the new Authorized FS Distributor). In the event that the proposed new supplier is not able to provide Customer with PBC's Products, then Customer shall notify such supplier that it cannot purchase its beverage requirements from said supplier and PBC shall use commercially reasonable efforts to notify and provide Customer with an alternative Sales Method (either via another authorized distributor or direct selling). In all such events, Customer shall be required to continue purchasing PBC Products pursuant to the terms of this Agreement and in accordance with any applicable terms and conditions pertaining to the alternative Sales Method as communicated to Customer by PBC or its agents.
<input checked="" type="checkbox"/>	REQUIRED PRODUCTS. Purchase, stock and distribute at least each of the Required Products (as specified below) at all times during the Term.

AGREED TO AND ACCEPTED BY:

For Pepsi Beverages Company	
Signature:	Date
Print Name	Title
For Customer	
Signature:	Date
Print Name	Title

Required Packages for this Agreement:

Fountain Postmix/BIB 6.5oz/9.5oz (RTD Coffee) 12oz Cans 16oz (AMP) 16.9oz 20oz (Sobe) Cups Other:

FOUNTAIN/POSTMIX SKU REQUIREMENTS: (Must carry minimum of Six from the selection of Fountain/Postmix Products carried by the Authorized FS Distributor)

Pepsi Dt Pepsi Mist Mountain Dew Brisk Tea Mug CF
 Dt Pepsi Dt Dew Mist Free Dr Pepper Crush Dt Dr Pepper
 Lipton Refreshing Iced Tea: Sweet, Unsweet, Other Frozen Slush
 Juice BIB Juice Cartridge

BOTTLE SKU REQUIREMENTS: Must Check One Level

(All shall be 16.9 oz bottles unless otherwise indicated)

Platinum: Must Purchase Pepsi, Dt Pepsi, Mist, Mountain Dew, Aquafina plus any three additional SKUs from brands below:

Gold: Must Purchase any five skus from brands below:

Silver: Must Purchase any three skus from brands below:

Pepsi, Diet Pepsi, Mountain Dew, Mist, Aquafina, Mug, Lipton, Life Water (20 oz), Starbucks RTD (9.5/6.5oz), AMP (16oz)

Comply with the Terms of this Agreement as specified or incorporated by reference herein, including all terms and conditions specified on the second page.

