

CENTRAL WASHINGTON UNIVERSITY
Ellensburg, Washington 98926
STANDARD AGREEMENT

INSTRUCTIONS: 1. Must be executed before contractor's services are allowed to commence. 2. To be prepared by the CWU department requesting services. 3. This form is used for all personal services over \$50.00 and for purchased services over \$500.00 and must be approved by the director of Business Services and Contracts at least one month prior to the effective date. 4. Obtain signature of contractor on two originals. Leave CWU signature blank. 5. Return both originals with an accompanying requisition to the director of Business Services and Contracts for processing.

This AGREEMENT, made and entered into this 27th day of February 2006, at Ellensburg, County of Kittitas, State of Washington, by and between the State of Washington, Central Washington University, hereinafter referred to as the University, and

Coca-Cola Bottling of Yakima
Attn: Jeff Smith
113 S 6th Ave
Yakima, WA 98902

IRS IDENTIFICATION NO

91-1916353

hereinafter referred to as the Contractor, in the manner following:

WITNESSETH:

1. The Contractor agrees to furnish the University materials and services described as follows:
Fountain, Canned and Bottled Beverage Products and Equipment, Snack & Beverage Vending Machine Products and Equipment per Central Washington University's Bid #05-016 and Coca-Cola Bottling of Yakima's response dated 01/26/06. For a period of two (2) years and four (4) months, with the options to renew each year for an additional six (6), one-year periods, at the agreement of both parties. The total term of the contract will not exceed a total of eight (8) years and four (4) months.
2. Services to commence: **March 1, 2006** Services to be completed: **June 30, 2008.**
3. In consideration of receipt of services described, the University agrees to pay, and receive commissions, per bid #05-015, only after said materials and/or services have been received, and within thirty days of receipt of a properly-detailed and itemized invoice signed by the Contractor.
4. All of the Contractor's travel and per diem expenses shall be the Contractor's sole responsibility. Payment to the Contractor by the University shall not include an additional amount for this purpose. The Contractor hereby agrees that personal travel and per diem expenses (if any) are included in the total compensation as described in Article 3.
5. The Contract Administrator for the University shall be: **Dan Layman, CWU Dining Services, (509) 963-1584.**
6. The Contractor agrees to indemnify, defend and save harmless the State of Washington, the University, its Board of Trustees, officers, agents and employees from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract. The Contractor shall provide necessary worker's compensation insurance at Contractor's own cost and expense.
7. The parties agree that the Contractor, and any agents and employees of the Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the University or the State of Washington.
8. The University may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform as required by this agreement. In the event of such termination the University may proceed with the work in any manner deemed proper by the University. The cost to the University shall be deducted from any sum due the Contractor under this agreement.
9. This agreement is not assignable by the Contractor either in whole or in part.
10. Time is of the essence of each and all of the provisions of this agreement and shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties.

11. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties shall be binding on any of the parties.
12. The University may require, and request in writing, that the Contractor provide the University with a certificate, binder, or policy of liability insurance acceptable to the University in an amount(s) to be specified by the University. Should the University require such liability insurance to be provided, the Contractor agrees to provide same prior to commencing performance of this contract. Copies of the University's written request and the insurance documents provided by the Contractor shall be attached hereto and made a part hereof.
13. Both parties agree that in fulfilling the terms and conditions of this agreement that neither shall discriminate on the basis of race, creed, color, national origin, age, sex, marital status, or the presence of a physical, sensory, or mental handicap.
14. All obligations of the parties under the terms of this agreement as of the date of termination shall survive such termination.
15. Should any term or condition of this agreement or application thereof to any person or circumstance be held invalid, such invalidity shall not affect other terms, conditions, or applications of the agreement which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this agreement are declared severable.
16. No delay or failure of either party in exercising any right hereunder, and no partial or single exercise thereof, shall be deemed to constitute a waiver of such right or any other right hereunder.
17. This agreement shall be construed and enforced in accordance with, and shall be governed by, the laws of the State of Washington. In the event of commencement of suit, venue may be laid in Kittitas County, State of Washington, the principal place of business of Central Washington University.
18. The parties acknowledge that they have read and understand this agreement including any supplements or attachments thereto, and do agree thereto in every particular. The parties further agree that this agreement constitutes the entire agreement between all parties and supersedes all communications written or oral heretofore related to the subject matter of this agreement.

This AGREEMENT has been executed by and on behalf of the parties hereto the day and year first above written.

CENTRAL WASHINGTON UNIVERSITY

CONTRACTOR

TB 2/24/06

Bruce Porter
 (signature)

Deirdra BSC+C
 (title)

 3/23/06
 (date)

By: _____
R. William Jensen
 (signature)

President
 (title)

 3-06-06
 (date)

CONTINUED ON _____ SHEETS), EACH BEARING NAME OF CONTRACTOR)

Approved as to form only, Kenneth G. Eidenberry, Attorney General, by Teresa Kuhik, Assistant Attorney General, November 5, 1987.

**AMENDMENT 1
TO THE
FOUNTAIN, CANNED AND BOTTLED BEVERAGE
PRODUCTS AND EQUIPMENT, SNACK AND BEVERAGE
VENDING MACHINE AGREEMENT BETWEEN
CENTRAL WASHINGTON UNIVERSITY
AND
COCA-COLA BOTTLING OF YAKIMA**

Central Washington University and Coca-Cola Bottling of Yakima hereby enter into this Amendment 1 to the Fountain, Canned and Bottled Beverage Products and Equipment, Snack and Beverage Vending Machine Products and Equipment Agreement for the purpose of Coca-Cola products and services as required by Bid #05-016, executed as of February 27 2006.

1. **Purpose of this Amendment:** Provide scoreboards with installation, extend the term of the Beverage Vending machine portion of the Agreement and change the commission percentage on all Beverage Vending machines.

2. **Modifications:**
 1. Article 1 stated the term of the current Agreement to be two years and four months, with options to renew each year for an additional six one-year periods. This will be changed from two years and four months to a total of twelve years and four months by adding ten years to only the Beverage Vending Machine portion of the Agreement.

 2. Current commissions on beverage vending machines are 40% of sales after tax returned to the University. This will be changed to 20% of sales after tax returned to the University, effective July 1, 2007.

 3. The University agrees to sell Coca-Cola products only at all intercollegiate athletic events for the life of the Agreement.

 4. Coca-Cola agrees to provide the scoreboards listed in Attachment A in return for the above changes to the current Agreement. Installation will be provided along with the scoreboards. All scoreboards will be installed by December 14, 2007 and ownership of the scoreboards will be turned over to the University once installation is complete. Attachment B details the installation responsibilities. The current prevailing wage rules will be used to pay the wages of all workers providing work during the installation.

Coca-Cola will be provided a privilege panel for advertising purposes in each venue (football, basketball, baseball). All advertising will be approved by the University before being placed on the scoreboards. All power and/or communication issues for all scoreboards will be the sole responsibility of the University.

5. University grants Coca-Cola (Sponsor) the following promotional rights exclusive to beverages sold by Coca-Cola, to market and promote beverages in connection with the scoreboards and reader boards including the right to recognition of its' sponsorship on panels of equipment provided by Sponsor or changing existing panels on all scoreboards and reader boards under this amendment.

3. **Terms and Conditions:** Except as amended herein, all other terms and conditions of the Original Agreement apply to this Amendment.

4. **Execution:** The parties hereby execute and authorize this Amendment to be effective as of the latest date show below.

COCA-COLA BOTTLING OF
YAKIMA

CENTRAL WASHINGTON UNIVERSITY

R. William Nohem

Bruce Porter

Signature

Signature

PRESIDENT

Director Business Services & Technology

Title

Title

9/6/2007

9/14/07

Date

Date

**ATTACHMENT B
INSTALLATION RESPONSIBILITIES – Baseball Display**

Responsible Party:			
Coca-Cola	University		Description
X		1.	Removal and disposal of existing baseball scoreboard.
X		2.	Removal and disposal of existing baseball scoreboard structure (excluding footings).
X		3.	Soil compaction test.
X		4.	Secure construction permits.
X		5.	Engineering design of the baseball scoreboard support structure including footings.
X		6.	Engineering certification stamp for support structure design.
X		7.	Riser diagrams of electrical and signal
X		8.	Shop drawing and attachment detail submittals.
	X	9.	Provide camera-ready artwork for ad panels and logos.
	X	10.	Approval of all engineering drawings, riser diagrams and shop drawings, equipment locations and ad copy layouts.
	X	11.	Unobstructed access to Facility
	X	12.	Locate underground utilities.
X		13.	Crating and shipping of all equipment to Central Washington University via common or independent carrier.
X		14.	Unloading of all equipment from carrier.
X		15.	Digging of footings including dirt removal. Fabrication and installation of steel

			cages, re-bar, or bolt attachments. Pouring and finishing of concrete for footings. .
X		16.	Steel fabrication and complete structure installation of support structure.
X		17.	Prime and paint main support structure.
X		18.	Lift and mount baseball scoreboard display.
X		19.	Unpack, set-up, hook-up, and testing of control system to include.
	X	20.	Primary power and transformer, fused and lockable breaker-disconnect switch or electrical distribution panel (to be located 5' off the ground on one of the supporting beams).
	X	21.	Secondary power, conduits, power cable, power hook-up from the fused electrical panel to all supplied load centers or internal power termination panels.
	X	22.	Low voltage electrical contactors and wiring.
	X	23.	Air-conditioned control room for all control systems (on venue site or off).
N/A	N/A	24.	Furnish all signal cable
N/A	N/A	25.	Provide and install signal cable conduit, as delineated in riser diagrams.
N/A	N/A	26.	Labor to pull all new signal cable (and remove existing cable, if required)
N/A	N/A	27.	Terminate signal cable.
X		28.	Interface cabling with audio system including conduit, cabling and installation of cabling.
X		29.	Site clean up.
	X	30.	Provide personnel for maintenance and operator training.
	X	31.	Final acceptance, per DF1252.

**ATTACHMENT B
INSTALLATION RESPONSIBILITIES – Basketball Displays**

Responsible Party:			
Coca-Cola	University		Description
X		1.	Removal and disposal of existing.
N/A	N/A	2.	Engineering design of hoist platform, hoist mounting and scoreboard suspension design.
N/A	N/A	3.	Engineering certification of hoist design mounting.
X		4.	Secure all necessary permits.
	X	5.	Verification that the existing support structure will support new Daktronics displays
X		6.	Riser diagrams of electrical and signal
X		7.	Shop drawings and attachment detail submittals.
	X	8.	Provide camera-ready artwork for ad panels and logos.
	X	9.	Approval of all engineering drawings, riser diagrams and shop drawings, equipment locations, and ad copy layouts.
X		10.	Crating and shipping of all equipment to Central Washington University via common or independent carrier.
X		11.	Unloading of all equipment from carrier.
	X	12.	Unobstructed access to Basketball facility.
N/A	N/A	13.	Fabricate and install hoist platform.
X		14.	Provide floor protection.

X		15.	Assembly of basketball display
X		16.	Lift and mount basketball display onto existing support structure.
X		17.	Unpack, set-up, hook-up, and testing of control system.
X		18.	Primary power, transformers, distribution panels and electrical disconnects for suspended scoreboard/video and hoist and provide required power within 1' of hoist, provide power to J box for suspended scoreboard directly over scoreboard. (Power available 24 hrs/day during installation).
X		19.	Low voltage electrical contactors and wiring/remote switching.
X		20.	Power within 1' of scoreboard displays
X		21.	Power hook-up to auxiliary scoreboards.
N/A	N/A	22.	Furnish all signal cable.
N/A	N/A	23.	Provide and install signal cable conduit, as delineated in riser diagrams.
N/A	N/A	24.	Labor to pull all new signal cable (and remove existing cable, if required).
N/A	N/A	25.	Terminate signal cable.
X		26.	Interface cabling with audio system including conduit, cabling, and installation of cabling.
X		27.	Site clean up.
	X	28.	Provide personnel for maintenance and operator training.
	X	29.	Final acceptance, per DF1252.

ATTACHMENT B
INSTALLATION RESPONSIBILITIES – Football Display

Responsible Party:			
Coca-Cola	University		Description
X		1.	Removal and disposal of existing football scoreboard.
X		2.	Removal and disposal of existing football scoreboard structure (excluding footings.)
X		3.	Soil compaction test.
X		4.	Secure construction permits.
X		5.	Engineering design of the football scoreboard support structure including footings.
X		6.	Engineering certification stamp for support structure design.
X		7.	Riser diagrams of electrical, and signal requirements
X		8.	Shop drawing and attachment detail submittals.
	X	9.	Provide camera-ready artwork for ad panels and logos.
	X	10.	Approval of all engineering drawings, riser diagrams, shop drawings, locations, and ad copy layouts.
	X	11.	Locate underground utilities.
	X	12.	Unobstructed access to football facility.
X		13.	Digging of footings including dirt removal. Fabrication and installation of steel cages, re-bar, or bolt attachments. Pouring and finishing of concrete for footings.
X		14.	Steel fabrication and complete structure installation of support structure.
X		15.	Prime and paint main structure.
X		16.	Crating and shipping all equipment to Central Washington University via common or independent carrier.
X		17.	Unloading of all equipment from carrier.
X		18.	Lift and mount football display.
X		19.	Unpack set up, hook up, and testing of control system.
	X	20.	Air-conditioned control room for all control systems (on venue site or off).
X		21.	Primary power and transformer and fused lockable electrical distribution panel for football/video displays. Transformers to be located on lowest level catwalk in each of the main football/video displays.
X		22.	Secondary power conduits, power cable, power hook-up from the fused electrical panel located in the main football displays to all supplied load centers in each football/video displays, including air conditioning electrical hook-up for video display.
X		23.	Low voltage electrical contactors and wiring.
	X	24.	Required power outlets for all control systems including front-end video

			production.
N/A	N/A	25.	Furnish all signal cable for _____.
N/A	N/A	26.	Provide and install signal cable conduit, as delineated in riser diagrams.
N/A	N/A	27.	Labor to pull all new signal cable (and remove existing cable, if required).
N/A	N/A	28.	Terminate signal cable.
X		29.	Interface cabling with audio system including conduit, cabling, and installation of cabling.
X		30.	Site clean up.
	X	31.	Provide personnel for maintenance and operator training.
	X	32.	Final acceptance, per DF1252.

Central Washington University
 Jack Bishop
 400 E University Way
 Ellensburg, WA UNITED STATES 98926-7570
 Phone: 509-963-1945
 Fax:
 Email: bishopj@cw.edu

16/May/2007
 Quote valid for: 60 days
 Terms: 30% W/ORDER, 60% PBS, 10%
 N 30
 FOB:
 Delivery: 8-12 Weeks ARO

Reference: Color Rendition - CR-06621

Item #	Model	Description	Qty	Price
1	FB-1830-11	Outdoor Football/Track Scoreboard; Red LED Digits; HORN IS OPTIONAL	1	\$37,865.00
	Border Striping for FB-1830	Border Striping for FB-1830	1	
	LED Digit Protective Screens for FB-1830-11/21, FB-1830L- 11/21, FB-2001-11/21, FB-2020 -11/21, SO-2023-11/21, FB- 2023-11/21	Protective screen for outdoor LED scoreboards digits	1	
	TNMC_8x32_Red LED (34mm)	8x32-34mm LED Team Name Message Center; Set of 2; Red LED's	1	
	120 VAC Trumpet Horn (top mount)	#55 Horn, 120 VOLT for LED Scbds	1	
	AS-5010	All Sport® 5010 Control Console	1	
	Radio_Receiver	Radio Receiver 2.4 GHz for scoreboard	1	
	Radio_Transmitter	Radio Transmitter 2.4 GHz for scoreboard	2	
	Hard-sided carrying case for AS -3100, AS-4100, or AS-5010	Hard-sided carrying case for AS-3100, AS-4100, or AS-5010	1	
	AF-3400-16x80-34-R-25	Galaxy® Outdoor LED Message Display; includes filler panel set for 25ft scoreboard; Red LEDfts	1	
	Venus® 1500	One (1) Venus 1500 software license is provided with each display order. Software is compatible with Windows 98, ME, 2000, or XP Professional computer operating system.	1	
	Galaxy® Outdoor Display Communication Kit	One of the Following Communication Methods RS232, RS422, Modem, Fiber, Wire Ethernet, or Fiber Ethernet	1	



Galaxy® Outdoor Display Serial
Radio Upgrade
Communications Kit

Price Upgrade From Outdoor Galaxy
Communication Kit. Radio Set
Includes: 1 Server (Sending) and 1
Client (Receiving)

1

ID_36x300_O

36in x 25ft non-backlit
sponsor/identification panel

1

FREIGHT

Shipping to site

1

2 INSTALL-P

Physical installation.

1

\$17,130.00

TOTAL PRICE:

\$54,995.00

Optional Equipment

Item #	Model	Description	Qty	Price
1	TI-2003-11 for DOG	Outdoor Delay of Game Timer with Radio Receiver; Red LED Digits; HORN IS OPTIONAL, Set of two	1	\$4,450.00
2	G5G5-1462	Service Plans MAIN 5 year GoldSM Plan for TI-2003-21 Outdoor Delay of Game Timer; Amber LED Digits	1	

Notes Refer to CR-06621

Exclusions: This quote does not include Electrical Installation, Power, Hoist, Engineering Certification, Signal Conduit, Labor to Pull Signal Cable, Applicable Permits, Taxes

Unless expressly stated otherwise in this Quote # 167254-2 Rev 3 or the attachments, if Daktronics performs installation of the Equipment, the price quoted does not include the following services pertaining to physical installations: digging of footings (including dirt removal), any materials fabrication, installation of steel cages, rebar, or bolt attachments, or pouring and finishing of concrete footings. Those service may be provided for an additional cost beyond the quoted price. Purchaser shall be fully responsible for any and all additional costs plus overhead in the event anything unexpected of any nature whatsoever is found while digging the footings including but are not limited to rock, water, utility lines, pipes or any other unforeseen circumstance. The Purchaser acknowledges and agrees that it is fully responsible for all site conditions.



RYAN KUZMAN
331 32ND AVE
PO BOX 5128
BROOKINGS, SD 57006
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FAX: (605) 697-4700
EMAIL: rkuzman@daktronics.com



MARLO JONES
309 SOUTH CLOVERDALE STREET
#B-27
SEATTLE, WA 98108
PHONE: 206/763-6434
FAX: 206/763-9160
EMAIL: mjones@daktronics.com

Terms And Conditions:

The Terms and Conditions which apply to this order available on request.

SL-02375 Standard Terms and Conditions of Sale (www.daktronics.com/terms_conditions/SL-02375.pdf)

SL-02374 Standard Warranty and Limitation of Seller's Liability (www.daktronics.com/terms_conditions/SL-02374.pdf)

SL 07862 Software License Agreement (www.daktronics.com/terms_conditions/SL-07862.pdf)

SL-10019 Standard Terms and Conditions-Parts (www.daktronics.com/terms_conditions/SL-10019.pdf)

Acceptance:

The Undersigned has actual authority to execute this document and Daktronics, Inc is relying upon such authority.

The parties hereby acknowledge and agree that the terms and conditions contained within this Quote along with the terms and conditions of the Daktronics Standard Terms and Conditions, the Standard Warranty and Limitations of Liability, and/or the Software License Agreement (together, the "Terms and Conditions") constitute the full and final understanding of the parties regarding the sale of equipment and/or the provision of services and entirely replace and supersede any previous understanding or agreement between the parties. By executing this agreement, Purchaser acknowledges that it has had opportunity and means to review the Terms and Conditions as provided in the website addresses above. In the alternative, hardcopy of these Terms and Conditions will be provided upon request. Further it is acknowledged and agreed that the price of the equipment and/or the provision of services contained within this agreement are expressly conditioned upon Purchaser's acceptance of the Terms and Conditions without change. Any modification of the Terms and Conditions may require a corresponding change in price. Accordingly, the Purchaser acknowledges and agrees to these Terms and Conditions as evidenced by its attestation below.

 Customer Signature

 Date

Quote # 229791-2 Rev 7

Central Washington University
 Jack Bishop
 400 E University Way
 Ellensburg, WA UNITED STATES 98926-7570
 Phone: 509-963-1945
 Fax:
 Email: bishopj@cw.edu

16/May/2007
 Quote valid for: 60 days
 Terms: 30% W/ORDER, 60% PBS, 10% N 30
 FOB:
 Delivery: 8-12 Weeks ARO

Reference: Color Renditions - CR-06622 and CR-09020

Item #	Model	Description	Qty	Price
1	BB-2145-15	Tuff Sport® 8ft-6in. h X 10ft-0in. w, Clock/Score w/ AE-3140-64128-RGB-2-P	1	\$78,090.00
	BB-2121-15	Tuff Sport® Basketball Scoreboard	2	
	BB-2114-15	Tuff Sport® shot timer, 2 displays, Permanent mount	1	
	Indoor Scoreboard Border Stripe	Indoor Scoreboard Border Stripe (1 per scoreboard)	3	
	BB-2135-48	Backboard Lighting Kit - 48 - 1 Set of 2	1	
	Hard-sided carrying case for AS-3100, AS-4100, or AS-5010	Hard-sided carrying case for AS-3100, AS-4100, or AS-5010	3	
	Radio_Transmitter	Radio Transmitter 2.4 GHz	3	
	Radio_Receiver	Radio Receiver 2.4 GHz	5	
	AE-3140 RADIO DISPLAY KIT	2.4 GHz RADIO CONNECTION AT AE-3140 DISPLAY LOCATION	1	
	AE-3140 RADIO CONTROL KIT	2.4 GHz RADIO CONNECTION AT V1500 CONTROL LOCATION	1	
	TNMC_6 for BB-2xxx	8x48-6 Indoor LED Team Name Message Center	1	
	Panaview Double Bonus	Double Bonus option for BB-2101/2103/2105/2107/21- - 16/2121/2123/2125-13	1	
	ID_24x120_I	24in x 10ft non-backlit sponsor/identification panel	2	



Quote # 229791-2 Rev 7

	ID_36x48_I		3 ft x 4 ft Non-Backlit Sponsor/ID Panel	4	
	Truss and Logo		Top Truss with Decorative Logo	1	
	ST-1000-15		8 ft UNIVIEW SCORER TABLE WITH ALL AMBER DIGITS	1	
	ST-1002		8 ft NON-BACKLIT SCORER TABLE WITH SPONSOR ID PANEL	2	
	FREIGHT		Shipping to site	1	
2	INSTALL-P		Physical installation.	1	\$14,040.00
	<i>Service Plans</i>				
3	G5G5-1034	MAIN	5 year GoldSM Plan for BB-2114-15 Tuff Sport shot timer	1	
4	G5G5-1027	MAIN	5 year GoldSM Plan for BB-2121-15 Tuff Sport Basketball Scoreboard	1	

TOTAL PRICE:	\$92,130.00
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Please reference listed sales literature: SL-04558,SL-04818,SL-05056,SL-05659,SL-05965,SL-06362,SL-06363,SL-07972



Quote # 229791-2 Rev 7

Notes Refer to CR-06622 and CR-09020

Exclusions: This quote does not include Electrical Installation, Power, Technical Support/Installation Support, Engineering Certification, Signal Conduit, Labor to Pull Signal Cable, Applicable Permits, Taxes

Unless expressly stated otherwise in this Quote # 229791-2 Rev 7 or the attachments, if Daktronics performs installation of the Equipment, the price quoted does not include the following services pertaining to physical installations: digging of footings (Including dirt removal), any materials fabrication, installation of steel cages, rebar, or bolt attachments, or pouring and finishing of concrete footings. Those service may be provided for an additional cost beyond the quoted price. Purchaser shall be fully responsible for any and all additional costs plus overhead in the event anything unexpected of any nature whatsoever is found while digging the footings including but are not limited to rock, water, utility lines, pipes or any other unforeseen circumstance. The Purchaser acknowledges and agrees that it is fully responsible for all site conditions.



RYAN KUZMAN
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#B-27
SEATTLE, WA 98108
PHONE: 206/763-6434
FAX: 206/763-9160
EMAIL: mjones@daktronics.com

Terms And Conditions:

The Terms and Conditions which apply to this order available on request.

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SL-02374 Standard Warranty and Limitation of Seller's Liability (www.daktronics.com/terms_conditions/SL-02374.pdf)

SL-07862 Software License Agreement (www.daktronics.com/terms_conditions/SL-07862.pdf)

SL-10019 Standard Terms and Conditions-Parts (www.daktronics.com/terms_condlitions/SL-10019.pdf)

Acceptance:

The Undersigned has actual authority to execute this document and Daktronics, Inc is relying upon such authority.

The parties hereby acknowledge and agree that the terms and conditions contained within this Quote along with the terms and conditions of the Daktronics Standard Terms and Conditions, the Standard Warranty and Limitations of Liability, and/or the Software License Agreement (together, the "Terms and Conditions") constitute the full and final understanding of the parties regarding the sale of equipment and/or the provision of services and entirely replace and supersede any previous understanding or agreement between the parties. By executing this agreement, Purchaser acknowledges that it has had opportunity and means to review the Terms and Conditions as provided in the website addresses above. In the alternative, hardcopy of these Terms and Conditions will be provided upon request. Further it is acknowledged and agreed that the price of the equipment and/or the provision of services contained within this agreement are expressly conditioned upon Purchaser's acceptance of the Terms and Conditions without change. Any modification of the Terms and Conditions may require a corresponding change in price. Accordingly, the Purchaser acknowledges and agrees to these Terms and Conditions as evidenced by its attestation below.

 Customer Signature

 Date

Quote # 240147-2 Rev 3

Central Washington University
 Jack Bishop
 400 E University Way
 Ellensburg, WA UNITED STATES 98926-7570
 Phone: 509-963-1945
 Fax:
 Email: bishopj@cw.edu

16/May/2007
 Quote valid for: 60 days
 Terms: 30% W/ORDER, 60% PBS, 10% N 30
 FOB:
 Delivery: 8-12 Weeks ARO

Reference: Color Rendition - CR-09021

Item #	Model	Description	Qty	Price
1	BA-3718-21	Outdoor Baseball/Softball Scoreboard; Amber LED Digits; Shipped in Four Sections	1	\$29,550.00
	Painting the Rear of Outdoor Standard Scoreboards over 25 feet long	List Price for Painting the Rear of Outdoor Standard Scoreboards over 25 feet long	1	
	Border Striping for BA-3718/2001/2006/2008	Border Striping for BA-3718/2001/2006/2008	1	
	Stripe Around BSO digits (does not include border stripe)	Stripe Around BSO digits (does not include border stripe)	1	
	LED Digit Protective Screens for BA-3718-11/21, BA-3724-11/21, BA-2001-11/21, BA-2002-11/21	Protective screen for outdoor LED scoreboards digits	1	
	TNMC_8x32_Amber LED (34mm)	8x32-34mm LED Team Name Message Center; Set of 2; Amber LED's	1	
	AS-5010	All Sport® 5010 Control Console	1	
	Hard-sided carrying case for AS-3100, AS-4100, or AS-5010	Hard-sided carrying case for AS-3100, AS-4100, or AS-5010	2	
	Radio_Receiver	Radio Receiver 2.4 GHz	2	
	Radio_Transmitter	Radio Transmitter 2.4 GHz	2	
	FREIGHT	Shipping to site	1	
	ID_36x336_O	36in x 28ft non-backlit sponsor/identification panel	1	
2	INSTALL-P	Physical installation.	1	\$15,030.00



Service Plans

3 G5G5-1258

MAIN 5 year GoldSM Plan for BA-3718-21 1
Outdoor Baseball/Softball
Scoreboard; Amber LED Digits

TOTAL PRICE:	\$44,580.00
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Quote # 240147-2 Rev 3

Notes Refer to CR-09021

Exclusions: This quote does not include Electrical Installation, Power, Hoist, Engineering Certification, Signal Conduit, Labor to Pull Signal Cable, Applicable Permits, Taxes

Unless expressly stated otherwise in this Quote # 240147-2 Rev 3 or the attachments, if Daktronics performs installation of the Equipment, the price quoted does not include the following services pertaining to physical installations: digging of footings (including dirt removal), any materials fabrication, installation of steel cages, rebar, or bolt attachments, or pouring and finishing of concrete footings. Those service may be provided for an additional cost beyond the quoted price. Purchaser shall be fully responsible for any and all additional costs plus overhead in the event anything unexpected of any nature whatsoever is found while digging the footings including but are not limited to rock, water, utility lines, pipes or any other unforeseen circumstance. The Purchaser acknowledges and agrees that it is fully responsible for all site conditions.

RYAN KUZMAN
331 32ND AVE
PO BOX 5128
BROOKINGS, SD 57006
PHONE: (605) 696-3763
FAX: (605) 697-4700
EMAIL: rkuzman@daktronics.com

MARLO JONES
309 SOUTH CLOVERDALE STREET
#B-27

SEATTLE, WA 98108
PHONE: 206/763-6434
FAX: 206/763-9160
EMAIL: mjones@daktronics.com

Terms And Conditions:

The Terms and Conditions which apply to this order available on request.

SL-02375 Standard Terms and Conditions of Sale (www.daktronics.com/terms_conditions/SL-02375.pdf)

SL-02374 Standard Warranty and Limitation of Seller's Liability (www.daktronics.com/terms_conditions/SL-02374.pdf)

SL-07862 Software License Agreement (www.daktronics.com/terms_conditions/SL-07862.pdf)

SL-10019 Standard Terms and Conditions-Parts (www.daktronics.com/terms_conditions/SL-10019.pdf)

Acceptance:

The Undersigned has actual authority to execute this document and Daktronics, Inc is relying upon such authority.

The parties hereby acknowledge and agree that the terms and conditions contained within this Quote along with the terms and conditions of the Daktronics Standard Terms and Conditions, the Standard Warranty and Limitations of Liability, and/or the Software License Agreement (together, the "Terms and Conditions") constitute the full and final understanding of the parties regarding the sale of equipment and/or the provision of services and entirely replace and supersede any previous understanding or agreement between the parties. By executing this agreement, Purchaser acknowledges that it has had opportunity and means to review the Terms and Conditions as provided in the website addresses above. In the alternative, hardcopy of these Terms and Conditions will be provided upon request. Further it is acknowledged and agreed that the price of the equipment and/or the provision of services contained within this agreement are expressly conditioned upon Purchaser's acceptance of the Terms and Conditions without change. Any modification of the Terms and Conditions may require a corresponding change in price. Accordingly, the Purchaser acknowledges and agrees to these Terms and Conditions as evidenced by its attestation below.

Customer Signature

Date

WA, SEATTLE
309 SOUTH CLOVERDALE STREET #B-27
SEATTLE, WA 98108 USA
www.daktronics.com

Quote # 240147-2 Rev 3

Page 3 of 4



**AMENDMENT 2
TO THE
FOUNTAIN, CANNED AND BOTTLED BEVERAGE
PRODUCTS AND EQUIPMENT, SNACK AND BEVERAGE
VENDING MACHINE AGREEMENT BETWEEN
CENTRAL WASHINGTON UNIVERSITY
AND
COCA-COLA BOTTLING OF YAKIMA**

Central Washington University and Coca-Cola Bottling of Yakima hereby enter into this Amendment 2 to the Fountain, Canned and Bottled Beverage Products and Equipment, Snack and Beverage Vending Machine Products and Equipment Agreement for the purpose of Coca-Cola products and services as required by Bid #05-016, executed as of February 27 2006.

1. **Purpose of this Amendment:** Extend timeframe as provided in original agreement for the Fountain, Canned, Bottled Beverage Products and Equipment portion of the agreement.
2. **Modifications:** 1. Article 1 stated the term of the current Agreement to be two years and four months, with options to renew each year for an additional six one-year periods. The original period was from March 1, 2006 until June 30, 2008. This extension will extend the end date to June 30, 2009 with five additional one-year periods remaining.
3. **Terms and Conditions:** Except as amended herein, all other terms and conditions of the Original Agreement apply to this Amendment.
4. **Execution:** The parties hereby execute and authorize this Amendment to be effective as of the latest date show below.

COCA-COLA BOTTLING OF
YAKIMA

CENTRAL WASHINGTON UNIVERSITY

Jeff Sest
Signature

Bruce Porter
Signature

Branch Manager
Title

Doreta Bste
Title

7/15/08
Date

7/15/08
Date

**AMENDMENT 3
TO THE
FOUNTAIN, CANNED AND BOTTLED BEVERAGE
PRODUCTS AND EQUIPMENT, SNACK AND BEVERAGE
VENDING MACHINE AGREEMENT BETWEEN
CENTRAL WASHINGTON UNIVERSITY
AND
COCA-COLA BOTTLING OF YAKIMA**

Central Washington University and Coca-Cola Bottling of Yakima hereby enter into this Amendment 3 to the Fountain, Canned and Bottled Beverage Products and Equipment, Snack and Beverage Vending Machine Products and Equipment Agreement for the purpose of Coca-Cola products and services as required by Bid #05-016, executed as of February 27 2006.

1. **Purpose of this Amendment:** Extend timeframe as provided in original agreement for the Fountain, Canned, Bottled Beverage Products and Equipment portion's only of the agreement. This does not apply to the vending machine portion of the agreement which has already been extended under Amendment 1.
2. **Modifications:** 1. Article 1 stated the term of the current Agreement to be two years and four months, with options to renew each year for an additional six one-year periods. The original period was from March 1, 2006 until June 30, 2008. Amendment 2 extended the agreement to June 30, 2009. Amendment 3 will extend for an additional year until June 30, 2010 with four additional one-year periods remaining.
3. **Terms and Conditions:** Except as amended herein, all other terms and conditions of the Original Agreement apply to this Amendment.
4. **Execution:** The parties hereby execute and authorize this Amendment to be effective as of the latest date show below.

COCA-COLA BOTTLING OF
YAKIMA

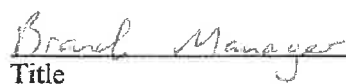
CENTRAL WASHINGTON UNIVERSITY



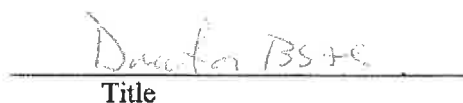
Signature



Signature



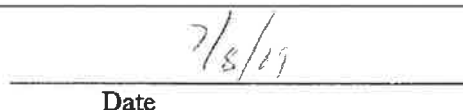
Title



Title



Date



Date



May 1, 2010

Dan Layman
Director, Dining Services
Central Washington University
400 East 8th Avenue
Ellensburg, WA 98926

Re: Standard Agreement dated February 27, 2006

Dear Mr. Layman:

Coca-Cola Foodservice (CCF) and Central Washington University are parties to a Standard Agreement dated February 27, 2006 (the "Agreement"). Consistent with the pricing provisions of the Agreement, Coca-Cola Foodservice hereby provides notice that as of July 1, 2010 (effective Date), prices for CCF's syrups will be the following:

Coca-Cola [®] classic	\$6.15 per gallon
diet Coke [®]	\$6.15 per gallon
Sprite [®]	\$6.15 per gallon
cherry Coke [®]	\$6.15 per gallon
PiBB [®] Xtra	\$6.15 per gallon
Nestea [®]	\$5.15 per gallon
Fanta [®]	\$6.15 per gallon
POWERade [®]	\$5.15 per gallon
Barq's [®]	\$6.15 per gallon
Gold Peak [®]	\$5.15 per gallon
Hi-C [®]	\$5.15 per gallon
Minute Maid [®] Lemonade	\$5.15 per gallon
Vault [®]	\$6.15 per gallon

Except as specifically modified by this letter, all terms and conditions of the Agreement remain in effect and unchanged.

On behalf of everyone at The Coca-Cola Company, we thank you for your business. We appreciate your choice of The Coca-Cola Company as your soft drink supplier.

Sincerely,

Jean Kising
Financial Services Manager II
Customer Agreement Team

c: Julie Kessler
James Yost
Dustin Maas

INFORMATION

TERMS: NET 30 DAYS

The following information should assist you in administration of the Letter with The Coca-Cola Company:

Payment should be sent to:

Coca-Cola Foodservice, A Division of
The Coca-Cola Company
Contract Billing Department
P.O. Box 102300
Atlanta, GA 30368

If you have questions about invoices, you may call Settlement Services 1-800-638-1985

All Purchase Orders and contracts should be sent to the address below. Also, all other questions and concerns about your agreement should be directed to:

Coca-Cola Foodservice, A Division of
The Coca-Cola Company – USA 917B
P.O. Box 1734
Atlanta, GA 30301

or call:

Leigh Anne Dispennette 404/676-2399
Jean Kisling, 404/676-0870

Fax 404-598-2399

Correspondence concerning your billing should be sent to:

Coca-Cola Foodservice, A Division of
The Coca-Cola Company
Contract Billing Department
P.O. Box 1578
Atlanta, GA 30301

Please provide us with your correct billing address and contact:

A/P Contact
Contact Title
Address
City, ST Zip
Phone
Fax

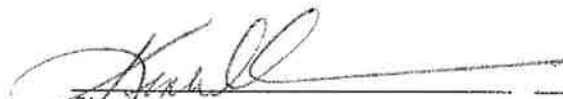
**AMENDMENT 4
TO THE
FOUNTAIN, CANNED AND BOTTLED BEVERAGE
PRODUCTS AND EQUIPMENT, SNACK AND BEVERAGE
VENDING MACHINE AGREEMENT BETWEEN
CENTRAL WASHINGTON UNIVERSITY
AND
COCA-COLA BOTTLING OF YAKIMA**

Central Washington University and Coca-Cola Bottling of Yakima hereby enter into this Amendment 4 to the Fountain, Canned and Bottled Beverage Products and Equipment, Snack and Beverage Vending Machine Products and Equipment Agreement for the purpose of Coca-Cola products and services as required by Bid #05-016, executed as of February 27 2006.

1. **Purpose of this Amendment:** Extend timeframe as provided in original agreement for the Fountain, Canned, Bottled Beverage Products and Equipment portion's only of the agreement. This does not apply to the vending machine portion of the agreement which has already been extended under Amendment 1.
2. **Modifications:** 1. Article 1 stated the term of the current Agreement to be two years and four months, with options to renew each year for an additional six one-year periods. The original period was from March 1, 2006 until June 30, 2008. Amendment 2 and 3 extended the agreement to June 30, 2010. Amendment 4 will extend for an additional year until June 30, 2011 with three additional one-year periods remaining.
3. **Terms and Conditions:** Except as amended herein, all other terms and conditions of the Original Agreement apply to this Amendment.
4. **Execution:** The parties hereby execute and authorize this Amendment to be effective as of the latest date show below.

COCA-COLA BOTTLING OF
YAKIMA

CENTRAL WASHINGTON UNIVERSITY



Signature



Signature

BD
7/15/10

CFO

Title

Director BS+C

Title

7/23/10

Date

7/28/10

Date

ORIGINAL

7846

AMENDMENT 5
 TO THE
 FOUNTAIN, CANNED AND BOTTLED BEVERAGE
 PRODUCTS AND EQUIPMENT, SNACK AND BEVERAGE
 VENDING MACHINE AGREEMENT BETWEEN
 CENTRAL WASHINGTON UNIVERSITY
 AND
 COCA-COLA BOTTLING OF YAKIMA

Central Washington University and Coca-Cola Bottling of Yakima hereby enter into this Amendment 5 to the Fountain, Canned and Bottled Beverage Products and Equipment, Snack and Beverage Vending Machine Products and Equipment Agreement for the purpose of Coca-Cola products and services as required by Bid #05-016, executed as of February 27 2006.

1. **Purpose of this Amendment:** Extend timeframe as provided in original agreement for the Fountain, Canned, Bottled Beverage Products and Equipment portion's only of the agreement. This does not apply to the vending machine portion of the agreement which has already been extended under Amendment 1.
2. **Modifications:** 1. Article 1 stated the term of the current Agreement to be two years and four months, with options to renew each year for an additional six one-year periods. The original period was from March 1, 2006 until June 30, 2008. Amendment 2, 3 and 4 extended the agreement to June 30, 2011. Amendment 5 will extend for an additional year until June 30, 2012 with two additional one-year periods remaining.
3. **Terms and Conditions:** Except as amended herein, all other terms and conditions of the Original Agreement apply to this Amendment.
4. **Execution:** The parties hereby execute and authorize this Amendment to be effective as of the latest date show below.

COCA-COLA BOTTLING OF
YAKIMA

CENTRAL WASHINGTON UNIVERSITY

Jeff Smith
Signature

Brian Potts
Signature

Branch Manager
Title

Director BSA
Title

6/28/2011
Date

7/5/11
Date

**AMENDMENT 6
TO THE
FOUNTAIN, CANNED AND BOTTLED BEVERAGE
PRODUCTS AND EQUIPMENT, SNACK AND BEVERAGE
VENDING MACHINE AGREEMENT BETWEEN
CENTRAL WASHINGTON UNIVERSITY
AND
COCA-COLA BOTTLING OF YAKIMA**

Central Washington University and Coca-Cola Bottling of Yakima hereby enter into this Amendment 6 to the Fountain, Canned and Bottled Beverage Products and Equipment, Snack and Beverage Vending Machine Products and Equipment Agreement for the purpose of Coca-Cola products and services as required by Bid #05-016, executed as of February 27 2006.

1. **Purpose of this Amendment:** Extend timeframe as provided in original agreement for the Fountain, Canned, Bottled Beverage Products and Equipment portion's only of the agreement. This does not apply to the vending machine portion of the agreement which has already been extended under Amendment 1.
2. **Modifications:** 1. Article 1 stated the term of the current Agreement to be two years and four months, with options to renew each year for an additional six one-year periods. The original period was from March 1, 2006 until June 30, 2008. Amendment 2, 3 4 and 5 extended the agreement to June 30, 2012. Amendment 6 will extend for an additional year until June 30, 2013 with one additional one-year periods remaining.
3. **Terms and Conditions:** Except as amended herein, all other terms and conditions of the Original Agreement apply to this Amendment.
4. **Execution:** The parties hereby execute and authorize this Amendment to be effective as of the latest date show below.

COCA-COLA BOTTLING OF
YAKIMA

CENTRAL WASHINGTON UNIVERSITY

Jeff Sisk
Signature

Bruce Porter
Signature

80
4/15/12

Branch Manager
Title

Director
Title

6/20/12
Date

4/22/12
Date

SPONSORSHIP AGREEMENT

This agreement (the "**Agreement**") is made by and between Coca-Cola Bottling of Yakima (the "**Sponsor**"), and Central Washington University, a not-for-profit corporation incorporated under the laws of the State of Washington and located in Ellensburg, Washington (the "**University**"). The parties are entering into this exclusive sponsorship agreement because the University wishes to grant to Sponsor, and Sponsor wishes to obtain, the exclusive rights (i) to offer Beverages for sale and/or sampling on the Campus, and (ii) to market and associate Beverages with the University and to promote their consumption and sale generally and on the Campus. In consideration of the mutual promises contained herein, the parties agree as set forth below.

1. **Term.** This Agreement takes effect on September 1, 2014 (the "**Effective Date**") and expires on August 31, 2022, unless (i) mutually extended under the terms hereof or by written agreement of the parties, or (ii) sooner terminated as provided herein (the "**Term**"). At the end of the Term, the parties may mutually agree to extend the Agreement for four (4) additional years on the same terms and conditions through execution of a written amendment.

2. **Definitions.** All defined terms used in this Agreement and not otherwise defined will have the meanings set forth on **Exhibit A**.

3. **Beverage Availability Rights.**

3.1 University agrees that all Beverages sold, distributed, or sampled (that is, distributed at no cost), advertised or promoted anywhere, anytime on the Campus and in connection with the University and/or the Teams will be Products. Sponsor and University agree that, at a minimum, the following Products will be available: Coca-Cola® classic (or Coke®), diet Coke®, Coke Zero®, Sprite®, Minute Maid® juices, Dasani® and POWERADE®. No Competitive Products will be sold, distributed, sampled, advertised, or promoted anywhere, any time on Campus, except as expressly provided otherwise in this Agreement. University shall be permitted to sell Competitive Products in bottle and can packaging only in no more than 20% of the total Beverage cold shelf space at each of the convenience store locations on Campus. However University must also carry in each convenience store location Sponsor's equivalent Company Beverage for each Competitive Product carried. For example, if Red Bull® is carried, Full Throttle® must also be carried.

3.2 University will purchase from Sponsor, and Sponsor will sell to University, all of University's requirements for Beverages (and Approved Cups, lids and carbon dioxide) at the prices listed in **Exhibit B**. Bottle and can and ancillary item prices shall remain in effect through Agreement Year Two. Thereafter, such prices will be subject to an annual increase of no more than three percent (3%) over the previous Agreement Year's price, except in the event of an increase in a component of Sponsor's cost of goods, manufacture or delivery, or increases in taxes, deposits and other government related fees in which case Sponsor may increase prices to cover such increased costs. Annual price increases for bottle and can shall occur automatically on September 1. Annual price increases for fountain products shall occur as provided in **Exhibit B**.

Sponsor may offer tiered pricing that requires University to order certain quantities or to comply with Sponsor's minimum order quantities to get the contractual price or may charge a delivery fee if such minimums are not met. If, during the Term, University elects to contract with a Concessionaire for Beverage services on any portion of the Campus, University will cause Conces-

sionaire to purchase from Sponsor all requirements for Beverages (and Approved Cups, lids and carbon dioxide). Such purchases will be made at prices and on terms set forth in Sponsor's existing agreement with Concessionaire, if any. If no agreement exists between Concessionaire and Sponsor, such purchases will be made at prices and on terms set forth in this Agreement unless otherwise mutually agreed upon by the parties. University acknowledges that there will be no duplication of allowances, funding or benefits (including pricing) to University or Concessionaire if Concessionaire has an existing agreement with Sponsor. If such Concessionaire requires Sponsor to pay the Concessionaire funding or to provide Products pursuant to prices under the separate agreement with the Concessionaire, then University agrees that Sponsor may deduct such duplicate funding and lost margin on such lower cost Products paid or sold to Concessionaire from any payment made by Sponsor to University.

3.3 University will use its reasonable efforts to maximize the sale and distribution of Products on Campus. University will promote the sale of Products by causing Products to be hawked in stands in Approved Cups and plastic bottles (currently twenty-ounce) at all sporting events and during all events when any items of any make or description are hawked on the Campus.

3.4 University hereby grants to Sponsor the exclusive Beverage and snack/candy vending rights on Campus. University agrees that Sponsor shall have the right have no less vending equipment than what is currently in place (approximately 55 bottle/can and 40 candy-snack machines) and will allow additional machines as needed to increase vending sales in mutually agreed upon locations on Campus.

4. **Marketing Rights.**

4.1 University grants to Sponsor the following promotional rights, which are exclusive as to Beverages, to:

- 4.1.1 Market and promote Beverages in connection with the University, the Campus, and the Teams, including the right to recognition of its sponsorship on panels, as further described on **Exhibit C**.
- 4.1.2 Use, subject to Section 4.5, the University Marks on a royalty-free basis. University acknowledges and agrees that such promotional activities may be conducted in conjunction with Sponsor's customers; and Sponsor will have the right to incorporate its customers' marks, logos and/or branded products with the University Marks on any advertising, point-of-sale, packaging, or premium items or materials. University hereby grants Sponsor a license to use the University Marks on a royalty-free basis for the purposes of promoting Products as provided herein. University agrees to work with Sponsor on a case-by-case basis to assist in promotions conducted by Sponsor with its customers.
- 4.1.3 Refer to Sponsor in any of Sponsor's marketing materials as a "sponsor" of the Campus, the University, and/or the Teams, and refer to any brand of Products in any of Sponsor's marketing materials as the "official" or "exclusive" soft drink, sports drink, tea, juice, or juice drink of the Campus, University or the Teams.
- 4.1.4 Undertake Beverage promotions at or in connection with the Campus and/or the Teams, including offering Products in promotional packaging bearing the University Marks on a royalty-free basis.

- 4.1.5 Create and market for retail sale merchandise incorporating the University Marks and trademarks of Products. Sponsor will pay a royalty on each item of merchandise consistent with industry standards for sales of such merchandise.
- 4.1.6 Sample Products and survey individuals on the Campus with University's prior approval as to location and time.
- 4.2 University grants to Sponsor the following exclusive merchandising rights:
 - 4.2.1 University agrees that all Beverages served, sold, or dispensed on the Campus in disposable vessels (including Beverages sold, served, or made available in locker rooms and players' benches) will be served in Approved Cups.
 - 4.2.2 Materials promoting the Products at the point-of-sale on the Campus, which will include translites and pictorials on dispensing equipment depicting Approved Cups and Products, will be clearly visible to the purchasing public and will be displayed in a manner and location acceptable to Sponsor.
 - 4.2.3 Product trademarks will be prominently displayed on each menu board and Beverage vending machine on the Campus.
- 4.3 University will provide Sponsor with tickets and hospitality as set forth on **Exhibit C**.
- 4.4 University will provide Sponsor with the media and other marketing rights set forth on **Exhibit C**, all of which will be exclusive with respect to Beverages.
- 4.5 University will have the right to pre-approve: (i) the concept for any promotional activity undertaken hereunder; and (ii) any artwork or other items created by Sponsor for use in promotional activities or otherwise in accordance with the terms of this Agreement and that incorporate any of the University Marks. If University fails to respond to any submission within a period of ten (10) working days subsequent to the actual receipt by University of such submission, then such submission will be deemed approved by University. University agrees that its approval hereunder will not be unreasonably withheld.
- 4.6 University agrees that it will not, directly or indirectly (nor will University permit anyone to whom University has granted promotional, advertising or other rights), maintain any agreement or relationship pursuant to which any Competitive Products are associated in any manner with University, the Campus, or the Teams in any fashion that creates or tends to create the impression of a relationship or connection between the University, the Campus or the Teams and any Competitive Product. For further specificity, and not by way of limitation, University agrees that no permanent or temporary advertising, signage, or trademark visibility for Competitive Products will be displayed or permitted anywhere on the Campus. Nothing contained herein will prevent on-Campus consumption by students, faculty or their guests of Competitive Products purchased outside the Campus.

5. **Consideration.** For the rights described herein, Sponsor agrees to the following:

5.1 Sponsorship Fees. Sponsor agrees to pay University a one-time up-front sponsorship fee of \$125,000 (the "**Sponsorship Fee**"). The Sponsorship Fee will be paid within thirty (30)

days of full execution of this Agreement and shall be earned at the rate of \$15,625 for each Agreement Year over the Term.

5.2 Rebates.

Variable Sponsorship Rebates - Agreement Years 1-8

Sponsor will pay University a rebate of (i) three Dollars (\$3.00) for each standard physical case of bottle/can (excluding Odwalla juice and Simply juice) Product purchased and paid for by University for sale at the Campus; and (ii) three Dollars (\$3.00) for each standard physical case of bottle/can (excluding Odwalla juice and Simply juice) Product sold through Sponsor's full-service Beverage vending machines at the Campus; and (iii) one Dollar (\$1.00) for each gallon of post mix syrup (excluding juice) during the Term (the "**Rebates**"). The Rebates shall be paid annually, in arrears, within thirty (30) days after the end of each applicable Agreement Year in which the Rebates were earned, and will be based on Sponsor's case sales records.

Variable Sponsorship Rebates – Agreement Years 9-12 (if agreement is extended)

Sponsor will pay University a rebate of (i) four Dollars (\$4.00) for each standard physical case of bottle/can (excluding Odwalla Juice and Simply juice) Product purchased and paid for by University for sale at the Campus; and (ii) four Dollars (\$4.00) for each standard physical case of bottle/can (excluding Odwalla Juice and Simply juice) Product sold through Sponsor's full-service Beverage vending machines at the Campus; and (iii) one Dollar (\$1.00) for each gallon of post mix syrup (excluding juice) during the Term (the "**Rebates**"). The Rebates shall be paid annually, in arrears, within thirty (30) days after the end of each applicable Agreement Year in which the Rebates were earned, and will be based on Sponsor's case sales records.

5.3 Commissions. Sponsor shall pay the University commissions on full-service Beverage vending sales based on the following rates:

<u>Package</u>	<u>Commission</u>
Bottle/Can beverages	20%
Candy/Snack products	8%

Commissions are calculated and paid at the rates set forth above based upon cash collected, after deducting taxes, deposits, recycling fees, other government-mandated fees, communication charges and credit and debit card fees, if any. Commissions shall not be payable on any sales from vending machines not filled or serviced by Sponsor. Sponsor may adjust the vend prices on an annual basis as necessary to reflect changes in its costs, including cost of goods, manufacture or delivery. Commissions will be paid on or about the 20th of each month following the month in which they are earned, with an accounting of all sales and monies in a form reasonably satisfactory to the University, and shall become immediate property of University.

5.4 Complimentary Product. Each Agreement Year, Sponsor shall provide University, upon University's request at least thirty (30) days in advance, with the following complimentary Product:

- Up to 12 cases of 9oz POWERADE® cups for University's athletics department

- 100 cases total of a combination of 12oz cans of sparkling beverages and .5 liter Dasani bottles (the exact combination to be mutually agreed to by the parties).

In the event University does not request all complimentary Product by the end of each Agreement Year, any remaining complimentary Product shall be retained by Sponsor with no further obligation.

5.5 POWERADE® Equipment. Each Agreement Year Bottler will provide University with complimentary POWERADE® athletic equipment, which may include coolers, cups, squeeze bottles, towels, coolers, carts, etc. based upon University's needs with a maximum aggregate value of Seven Hundred and Fifty Dollars (\$750) per Agreement Year. Amount will be held in a fund managed by Bottler. All funds made available must be spent within the Agreement Year for which they are budgeted. Unused funds shall be forfeited.

6. ***Equipment and Service.***

Sponsor will loan vending equipment and service sufficient to meet University's reasonable needs as follows:

- 6.1 During the Term, Sponsor will loan to University all Beverage dispensing equipment ("Equipment") which is reasonably required in Sponsor's discretion to dispense Products at the University. Freestyle beverage dispensing equipment is not available under this agreement.
- 6.2 University agrees that: (i) upon request of Sponsor, University will execute Sponsor's equipment placement agreements, however, if any of the terms of the equipment placement agreements are in conflict with the terms of this Agreement, this Agreement will control; (ii) the Equipment may not be removed from the University without Sponsor's written consent; (iii) University will not encumber the Equipment in any manner or permit any attachment thereto except as authorized by Sponsor for its Equipment; and (iv) University will be responsible to Sponsor for any loss or damage to the Equipment, reasonable wear and tear excepted. University represents and warrants that electrical service on the Campus is proper and adequate for the installation of Equipment, and University agrees to indemnify and hold harmless Sponsor from any damages arising out of defective electrical services.
- 6.3 Sponsor will provide University with reasonable, free service to its Equipment. All Equipment service will be provided during normal business hours.

Replacement parts associated with the service calls for regular mechanical repair will also be provided without charge. Any removal, remodel, relocation or reinstallation of dispensing equipment, flavor changes initiated by customer, line changes or service necessitated by damage or adjustments to the equipment resulting from misuse or abuse, failure to follow operating instructions, service by unauthorized personnel, unnecessary calls (e.g. equipment unplugged, CO2 empty), or calls that are not the result of mechanical failure (collectively, "Special Service Calls"), are not considered regular service and will not be provided free of charge. Charges for Special Service Calls and any parts related to such calls will be charged at Coca-Cola North America's then current rate.

Sponsor will not be obligated to provide service hereunder during periods in which it is prevented from doing so due to strikes, civil disturbances, unavailability of parts or other causes beyond the control of Sponsor. Sponsor will not be liable for damages of any kind arising out of delays in rendering service.

7. Remedies for Loss of Rights.

7.1 In addition to any other legal or equitable remedy, University will have the right to terminate this Agreement upon forty-five (45) days' written notice to Sponsor at any time if:

7.1.1 Sponsor fails to make any payment due under this Agreement, and if such default continues uncured for the forty-five day period referenced in this Section 7.1; or

7.1.2 Sponsor breaches any material term or condition of this Agreement, and if such breach continues uncured for the forty-five day period referenced in this Section 7.1.

7.2 In addition to any other legal or equitable remedy, Sponsor will have the right to terminate this Agreement upon forty-five (45) days' written notice to University at any time if:

7.2.1 University breaches any material term or condition of this Agreement, and if such breach continues uncured for the forty-five day period referenced in this Section 7.2; or

7.2.2 University's right to convey any of the promotional and Beverage availability rights contained in this Agreement expire or are revoked; or

7.2.3 Any material component of the Campus is closed for a period of at least one hundred twenty (120) days, whether or not such closure is due to a cause beyond the reasonable control of University.

7.3 Upon early termination of this Agreement for any reason, University will refund the unearned portion of all up-front Sponsorship Fees paid during the Term and the unearned portion of all Sponsorship Fees and a pro rata portion of the costs of refurbishing and installing the Equipment paid with respect to the Agreement Year in which termination occurs. The up-front Sponsorship Fees will be deemed earned pro rata on a daily basis over the entire Term, and the Sponsorship Fees for each Agreement Year will be deemed earned pro rata on a daily basis during such Agreement Year, in each case up to the date of termination or, if earlier, the date of any breach hereunder by University.

7.4 If any material component of the Campus is closed for more than thirty (30) consecutive days, but less than one hundred twenty (120) consecutive days, Sponsor may extend the Term for a corresponding period, whether or not such closure is due to a cause beyond the reasonable control of University.

- 7.5 If (i) any of the rights granted to Sponsor herein are materially restricted or limited during the Term (including as a result of Ambush Marketing), or (ii) if there is a closing of any material component of the Campus, or (iii) a Team fails to play all of its scheduled home games on the Campus for a period of more than thirty (30) consecutive calendar days during its scheduled season (whether or not due to a cause beyond the reasonable control of University, including a strike or other work stoppage), then in addition to any other remedies available to Sponsor, Sponsor may elect, at its option, to adjust the Sponsorship Fees and Rebates and Commissions to be paid to University for the then remaining portion of the Term (and University will pay to Sponsor a pro rata refund of any prepaid amounts and a pro rata refund of the costs of refurbishing and installing the Equipment) to reflect the diminution of the value of rights granted hereunder to Sponsor. In the event Sponsor elects to exercise its right to such adjustment and refund, University may, at its option, within ten (10) days following receipt of notice of any adjustment, notify Sponsor of its disagreement with the amount of the adjustment. The parties will then attempt in good faith to resolve the disagreement over such adjustment. If the parties cannot, after good faith negotiations, resolve the matter, Sponsor may terminate this Agreement.
- 7.6 The parties acknowledge that the rights granted to Sponsor herein are special, unique and extraordinary, and are of peculiar value, the loss of which cannot be fully compensated by damages in an action at law or any application of other remedies described herein. As a result, University acknowledges and agrees that, in addition to any other available remedies, in the event of a material limitation of any of Sponsor's rights hereunder, Sponsor will be entitled to seek and obtain equitable relief, including an injunction requiring University to comply fully with its obligations under this Agreement.
- 7.7 University recognizes that Sponsor has paid valuable consideration to ensure an exclusive associational relationship with University, the Teams, the University Marks, and the Campus with respect to Beverages and that any dilution or diminution of such exclusivity seriously impairs Sponsor's valuable rights. Accordingly, University will promptly oppose Ambush Marketing and take all reasonable steps to stop Ambush Marketing and to protect the exclusive associational rights granted to Sponsor by University in this Agreement. In the event any such Ambush Marketing occurs during the Term, each party will notify the other parties of such activity immediately upon learning thereof.
- 7.8 Sponsor shall have the right to withhold and not pay further Sponsorship Fees or any other amounts which may become payable to University pursuant to this Agreement if: (i) University has failed to perform its obligations hereunder; (ii) Sponsor's rights hereunder have been lost, limited or restricted, including the existence of Ambush Marketing; or (iii) there exists a bona fide dispute between the parties.
- 8. Rights of First Negotiation and Refusal.**
- 8.1 Sponsor will have the Rights of First Negotiation and Refusal upon expiration of this Agreement for any similar agreement regarding Beverage availability, merchandising, promotional or advertising rights.
- 8.2 Sponsor will have the Rights of First Negotiation and Refusal for any new forms of advertising or sponsorship offered by the University and not otherwise covered by this Agreement.

9. **Confidentiality.** Subject to the provisions of applicable law, University agrees that the terms and conditions provided to University by Sponsor under this Agreement will be kept confidential by University, its agents, employees and representatives and will not be disclosed in any manner whatsoever, in whole or in part, by University or its agents, employees or representatives without the prior written consent of Sponsor. The foregoing obligation regarding confidentiality will remain in effect for a period of three (3) years after the expiration of this Agreement.

10. **Representations, Warranties and Covenants.**

10.1 University represents, warrants and covenants to Sponsor as follows:

10.1.1 University has full power and authority to enter into this Agreement and to grant and convey to Sponsor the rights set forth herein.

10.1.2 All necessary approvals for the execution, delivery and performance of this Agreement by University have been obtained, and this Agreement has been duly executed and delivered by University and constitutes the legal and binding obligation of University enforceable in accordance with its terms.

10.1.3 University has the exclusive right to license the University Marks.

10.1.4 University has not entered into, and during the Term of this Agreement, will not enter into: (a) any other agreements (including agreements with any Broadcaster or any other sponsors of the Campus and/or any Team) which would prevent it from fully complying with the provisions of this Agreement; or (b) any agreement granting Beverage availability or merchandising or promotional or advertising rights that are inconsistent with the rights granted to Sponsor pursuant to this Agreement, including any agreements with Concessionaires or third party food service operators, vending companies, and/or other entities which sell or distribute Beverages (including agreements with Broadcasters or other sponsors of the Campus and/or any Team).

10.1.5 University is a non-profit institution self-operating a food and beverage service on Campus, and all Products purchased hereunder are solely for University's use and will not be resold or otherwise made available to any third party which sells or distributes Beverages on Campus. University will provide Sponsor with prompt notice of any such third party retained by it to operate a beverage service. University will require, throughout the Term, compliance with the relevant provisions of this Agreement by any third party which sells or distributes Beverages on Campus, including food or beverage service operators, vending companies, and Concessionaires.

10.2 Sponsor hereby represents, warrants and covenants as follows:

10.2.1 Sponsor has full power and authority to enter into and perform this Agreement.

10.2.2 All necessary approvals for the execution, delivery and performance of this Agreement by Sponsor have been obtained, and this Agreement has been duly executed and delivered by Sponsor and constitutes the legal and binding obligation of such party enforceable in accordance with its terms.

10.2.3 Sponsor has not entered into, and during the Term of this Agreement will not enter into, any other agreements which would prevent it from fully complying with the provisions of this Agreement.

11. Construction of this Agreement.

11.1 This Agreement and any dispute arising out of or relating to this Agreement will be governed by and construed in accordance with the laws of the State of Washington without regard to principles of conflicts of law.

11.2 The captions used in this Agreement are for convenience only and will not affect in any way the meaning or interpretation of the provisions set forth herein.

11.3 This Agreement, including the Exhibits, which are an integral part of this Agreement and are expressly incorporated herein by this reference, and the document(s) referred to herein, shall constitute the final, complete and exclusive written expression of the intentions of the parties hereto with respect to the subject matter hereof and will supersede all previous communications, representations, agreements, promises or statements, either oral or written, by or between any party with respect thereto. This provision will not be read to invalidate or amend any other written agreements between Sponsor and/or any Affiliate of Sponsor and University and/or any Affiliate of University. This Agreement, and each of its terms and conditions, may be amended, modified, or waived only in writing signed by each of the parties hereto. Any such modifications, waivers, or amendments will not require additional consideration to be effective.

11.4 Each of the parties hereto agrees that it will, in its performance of its obligations hereunder, fully comply with all applicable laws, regulations and ordinances of all relevant authorities and shall obtain all licenses, registrations or other approvals required in order to fully perform its obligations hereunder.

12. Miscellaneous.

12.1 Indemnification Rights

12.1.1 University Indemnification Obligations. University agrees to defend, indemnify, and hold Sponsor harmless from and against all claims, suits, liabilities, costs, and expenses, including reasonable attorneys' costs and fees related to: (i) University's material breach of this Agreement; (ii) for injury to, including death of, persons (whether they be third persons or employees of any of the parties hereto) or any loss of or damage to property in any manner arising from, the rights conveyed herein; and (iii) all claims, demands or litigation alleging that any of the University Marks violates or infringes on trademarks, tradenames, copyrights, or other proprietary rights provided that such tradenames, trademarks, and copyrights have been used in the exact manner provided by University, with the understanding that the obligations set forth above shall not apply to any loss or damage to the extent caused by the acts, omissions, or negligence of the party seeking to be indemnified.

12.1.2 Sponsor Indemnification Obligations. Sponsor shall defend, indemnify, and hold University harmless from and against all claims, suits, liabilities, costs, and expenses, including reasonable attorney's costs and fees related to: (i) Spon-

sor's material breach of this Agreement; and (ii) for injury to, including death of, persons (whether they be third persons or employees of any of the parties hereto) or any loss of or damage to property in any manner arising from the negligence of Sponsor, its employees, and agents in the course of their duties to Sponsor with the understanding that the obligations set forth above shall not apply to any loss or damage to the extent caused by the acts, omissions, or negligence of the party seeking to be indemnified.

- 12.1.3 Indemnification Procedures. Whenever any party entitled to indemnification (the "Indemnified Party") pursuant to the previous paragraphs receives notice of any potential claim which may be subject to indemnity, such party shall promptly notify the party obligated to indemnify (the "Indemnifying Party"). The Indemnifying Party shall have the obligation to assume the defense of such claim by counsel designated by it and reasonably acceptable to the Indemnified Party, provided that the Indemnifying Party shall not settle or compromise any such claim, or consent to the entry of any judgment, without the written consent of the Indemnified Party, which consent shall not be unreasonably withheld. The Indemnified Party, its affiliates, employees and representatives, shall fully cooperate with and timely assist the Indemnifying Party with the defense of such claim. If the Indemnifying Party fails to assume the defense of such claim as soon as reasonably possible, in any event prior to the earlier of twenty (20) days after receipt of notice of the claim or five (5) days before the date an answer to a complaint or similar initiation of legal proceeding shall be due, the Indemnified Party shall have the right to undertake, at the Indemnifying Party's expense, the compromise or settlement of any such claim on behalf of and at the risk and expense of the Indemnifying Party.
- 12.2 Each party agrees to maintain sufficient insurance to adequately protect the respective interests of the parties hereto. The limits of coverage, as mutually agreed among the parties, will not be construed as a limitation of any potential liability to any of the parties, and failure to request evidence of this insurance will in no way be construed as a waiver of each party's obligation to provide the agreed insurance coverage.
- 12.3 Any notice or other communication hereunder will be in writing, will be sent via registered or certified mail, overnight courier, or confirmed facsimile transmission and will be deemed given (i) if mailed, when deposited, postage prepaid, in the United States mail, (ii) if sent by overnight courier, one business day after delivery to such courier, and (iii) if sent by facsimile, when transmitted. Any notice or other communication will be addressed as set forth below, or to such other address as any party will advise the others in writing:

If to Sponsor:

**Coca-Cola Bottling of Yakima
P.O. Box 2905
Yakima, WA; 98901**

**Attention: Jeff Smith; Branch Manager
Facsimile: 509-457-6875**

with a copy to:

**The Dolsen Companies
P.O. Box 1726
Yakima, WA; 98901**

Attention: **Bill Dolsen; President**
Facsimile: **509-248-3969**

If to University:

**Central Washington University
Purchasing Office – Mitchell Hall 2nd Floor
400 East University Way
Ellensburg, WA 98926-7480**

Attention: **Stuart Thompson – Director of Contracts**
Facsimile: **509-963-2871**

- 12.4 This Agreement or any part hereof will not be assigned or otherwise transferred by any party without the prior written consent of the other parties; provided, however, that Sponsor or University shall have the right to assign or delegate this Agreement to any of its divisions or wholly-owned subsidiaries, or in connection with the sale or merger of a majority of its assets without prior written consent, but such assignment will not operate to relieve Sponsor or University, as the case may be, of any of its liability or duties hereunder after such assignment becomes effective.
- 12.5 The parties are acting herein as independent contractors and independent employers. Nothing herein contained will create or be construed as creating a partnership, joint venture or agency relationship between the parties and no party will have the authority to bind the other in any respect.
- 12.6 Jury Waiver. **EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS IT CONTEMPLATES. THIS WAIVER APPLIES TO ANY ACTION OR LEGAL PROCEEDING, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE.**
- 12.7 No party will obtain, by this Agreement, any right, title, or interest in the trademarks of the other parties, nor, except as provided herein, will this Agreement give any party the right to use, refer to, or incorporate in marketing or other materials the name, logos, trademarks or copyrights of the other parties.

(Signatures on Next Page)

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed.

Sponsor

University

By: R. William Dolsen

By: George Clark

Printed Name: R. WILLIAM DOLSEN

Printed Name: George Clark

Title: PRESIDENT

Title: VP / CFO Position.

Date: 12/2/2014

Date: 11/13/14

11/13/14

EXHIBIT A

GLOSSARY OF DEFINED TERMS

"Affiliate" means, as to any entity, any other entity which is controlled by, controls, or is under common control with such entity. The term "control" (including the terms "controlled," "controlled by" and "under common control with") will mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity.

"Agreement Year" means each twelve-month period during the Term beginning with the Effective Date and subsequent anniversaries thereof.

"Ambush Marketing" means an attempt by a third party, including any Broadcaster, without Sponsor's consent, to associate Competitive Products with the Campus, the University, the University Marks, or any Team, or to suggest that Competitive Products are endorsed by or associated with University, the Campus, the University Marks, and/or any Team by referring directly or indirectly to University, the Campus, or the University Marks, and/or the Teams.

"Approved Cups" means disposable cups the design of which is approved by Sponsor from time to time as its standard trademark cups and/or vessels and/or other (disposable and non-disposable) containers approved by Sponsor from time to time, all of which shall prominently bear the trademark(s) of Coca-Cola® and/or other Products (as herein defined) on all of the cup surface.

"Beverage" or **"Beverages"** shall mean all non-alcoholic beverages (i.e. anything consumed by drinking), whether or not such beverages (i) contain nutritive, food, or dairy ingredients, OR (ii) are in a frozen form. This definition applies without regard to the beverage's labeling or marketing. Powders, syrups, grounds (such as for coffee), herbs (such as for tea), concentrates, K-Cups®, pods and all other beverage bases from which Beverages can be made are deemed to be included in this definition. For the avoidance of doubt, "liquid flavor enhancers", brands and products of water purification and Beverage making systems (e.g. Brita®, Soda Stream®), "liquid water enhancers", and non-alcoholic beverages sold as "shots" or "supplements" are considered Beverages. "Beverage" or "Beverages" shall not include fresh-brewed unbranded coffee and fresh-brewed unbranded tea products, unflavored dairy products, water drawn from the public water supply or unbranded juice squeezed fresh on the Campus.

"Bona Fide Offer" means a proposed agreement concerning rights and obligations with respect to Beverage availability, merchandising, promotional, and/or advertising, which agreement, if executed by University and the third party, would be legally binding.

"Broadcaster" means any entity which for any business purpose publishes, prints, syndicates, televises or broadcasts any photograph, film, videotape or other recording or rendering of the Campus (or any portion thereof) and/or of any event held on the Campus including any Team games.

"Campus" means all facilities now or hereafter operated by or in connection with the University during the Term and any satellite or successor campus locations. References to Campus include all buildings and grounds associated with the University including branded or unbranded food service outlets, vending locations, and all athletic facilities (including press boxes, players' benches and locker rooms).

"Competitive Products" means any and all Beverages other than Products (as defined herein).

"Concessionaire" means any current or future third-party food service provider under agreement with University at the Campus that directly or indirectly relate to the service of Beverages.

"Products" means Beverage products purchased directly from Sponsor or sold through vending machines owned and stocked exclusively by Sponsor.

"Rights of First Negotiation and Refusal" means that University will negotiate exclusively with Sponsor (i) for a period of ninety (90) days before the termination of this Agreement for any similar agreement regarding Beverage availability, merchandising, promotional or advertising rights and/or (ii) for a period of ninety (90) days following the date new forms of signage or advertising become available. After such exclusive negotiation period, University will be free to negotiate with any person or entity. If University receives a Bona Fide Offer regarding such rights from a third party, then University will be obligated to notify Sponsor of such offer and Sponsor will have thirty (30) business days from the date of such notice to offer to contract with University on terms no less favorable to University than those contained in the Bona Fide Offer of a third party. In no event will University enter into a contract with a third party upon terms and conditions more favorable to such third party than those previously offered to Sponsor.

"Team" or "Team(s)" means all intercollegiate athletic teams associated with the University.

"University Marks" means the University's name, each Team's name, colors and uniforms, and emblems, and all tradenames, trademarks, service marks, designs, logos, mascots, characters, identifications, symbols and other proprietary designs that are in existence on the Effective Date or which will be created during the Term and which are owned, licensed or otherwise controlled by the University.

**EXHIBIT B
PRODUCT PRICING**

Bottle/can pricing*:

Item	Vendors Product Name	Bottle or Can	Each Contents in Ounces	Quantity per Case	Price per Half Case/Unit	Price per Case
Sparkling	12oz 12pk	Can	12oz/can	24	\$4.25/half	\$8.50
	16oz Can	Can	16oz	24	\$0.625/unit	\$15.00
	19.2oz Can	Can	19.2oz	24	\$0.77/unit	\$18.48
	20oz Bottle	Bottle	20oz	24	\$1.27/unit	\$30.50
	355ml Import	Bottle	12oz	24	\$1.14/unit	\$27.50
Still	11.5oz Core Power	Bottle	11.5oz	12	\$2.00/unit	\$24.00
	1ltr FUZE	Bottle	33.8oz	12	\$0.875/unit	\$10.50
	.5ltr Dasani	Bottle	16.9oz	24	\$0.31/unit	\$7.50
	1ltr Dasani	Bottle	33.8oz	12	\$1/unit	\$12.00
	20oz Dasani	Bottle	20oz	24	\$0.625/unit	\$15.00
	1.9oz Dasani Drops	Bottle	1.9oz	6	\$2.70/unit	\$16.20
	15.2oz Minute Maid	Bottle	15.2oz	24	\$1.27/unit	\$30.50
	16.9oz FUZE	Bottle	16.9oz	12	\$1.17/unit	\$14.00
	16.9oz Fruitwater	Bottle	16.9oz	12	\$0.88/unit	\$10.56
	16.9oz Honest Tea	Bottle	16.9oz	12	\$1.17/unit	\$14.00
	18.5oz Gold Peak Tea	Bottle	18.5oz	12	\$1.17/unit	\$14.00
	20oz PowerAde	Bottle	20oz	24	\$1/unit	\$24.00
	20oz Vitaminwater	Bottle	20oz	24	\$1.17/unit	\$28.00
	32oz Vitaminwater	Bottle	32oz	15	\$1.43/unit	\$21.45

	32oz PowerAde	Bottle	32oz	15	\$1.20/unit	\$18.00
	700ml Smartwater	Bottle	23.7oz	24	\$1.04/unit	\$25.00
	17oz Talking Rain Ice	Bottle	17oz	12	\$1.04/unit	\$12.50
	14oz Zico	Bottle	14oz	12	\$1.67/unit	\$20.04
	9.5oz illy coffee	Bottle		12	\$1.33/unit	\$16.00
Energy	16oz NOS/12cnt	Can	16oz	12	\$1.14/unit	\$13.65
	16oz Full Throttle/12cnt	Can	16oz	12	\$1.14/unit	\$13.65
	16oz NOS/24cnt	Can	16oz	24	\$1.14/unit	\$27.30
	16oz Full Throttle/24cnt	Can	16oz	24	\$1.14/unit	\$27.30
	12oz Golazo	Can	12oz	24	\$1.42/unit	\$34.08
Secondary Line	16oz Monster	Can	16oz	24	\$1.42/unit	\$34.00

*All prices are per standard physical case and exclusive of taxes, deposits, handling fees, and recycling fees.

Ancillary Items*:

ITEM		COST PER CASE	UNITS PER CASE
12oz cups		\$80.00	2,500
16oz cups		\$65.00	1,000
21oz cups		\$70.00	1,000
32oz cups Tall		\$52.20	480
44oz cups		\$61.20	400
	FITS CUP SIZE		
16oz lld	12oz, 16oz, 21oz	\$52.00	2,000
32oz lid	32oz	\$25.20	960
44oz lid	44oz	\$46.20	960

Fountain Pricing:

Price

\$7.75 per gallon Non- Carb and \$8.75 per gallon Carbonated firm for two years (9/1/2014 – 8/31/2016) for BIB products listed below. These prices include free delivery of the fountain syrups to University. Prices quoted are based on current recommended syrup to water ratios. If recommended ratios change due to introduction of more highly concentrated syrup, prices will change on a proportionate basis so that price per finished ounce will be the same as price quoted here.

Coca-Cola®
Diet Coke®
Sprite®
cherry Coke®
PiBB® Xtra
FUZE Tea®
Fanta®
POWERADE®
Barq's®
Sprite Zero®
Hi-C®
Minute Maid® Lemonade
Mello Yello®
Coke Zero™
Gold Peak®

Premium Price

\$8.30 per gallon firm for two years (9/1/2014 – 8/31/2016) for Premium BIB products listed below. These prices include free delivery of the fountain syrups to University. Prices quoted are based on current recommended syrup to water ratios. If recommended ratios change due to introduction of more highly concentrated syrup, prices will change on a proportionate basis so that price per finished ounce will be the same as price quoted here.

vitaminwater®
Minute Maid® Light Lemonade

For Agreement Years Three through Eight (9/1/2016 – 8/31/2022), prices will increase annually on anniversary date of this Agreement for ALL BIB products listed above and will be based on the same cent increase in the National List Price. Sponsor and The Coca-Cola Company will not be limited to increases in CPI or PPI.

CO2 will be provided by Sponsor free of charge over the Term.

Post-mix will be invoiced by and payment due to Coca-Cola Foodservice in Atlanta, Georgia.

Remittance address:

**Coca-Cola USA, A part of
The Coca-Cola Company
P.O. Box 102300
Atlanta, GA 30368**

Correspondence concerning fountain billing should be sent to:

**Coca-Cola Foodservice, A part of
The Coca-Cola Company
Contract Billing Department
P.O. Box 1578
Atlanta, GA 30301**

If you have questions about invoices, you may call Settlement Services 1-800-638-1985.

EXHIBIT C

1 Sponsorship Recognition Panels

1.1 Sponsor will have the right to the following sponsorship recognition panels during the Term:

Football – Tomlinson Stadium Signage

- Scoreboard – Two (2) panels on the stadium scoreboard (each 30" height x 8' length)
- Sideline or End Zone – Two (2) double-sided panels (each 3' height x 8' length)

Basketball – Nicholson Pavilion Signage

- Scoreboard on south wall – One (1) panel (4' height x 4' length) and 1 panel (3' height x 8' length)
- Scoreboard on west wall – One (1) panel (30" height x 10' length)

Baseball – Baseball Field Signage

- Outfield fenceline – One (1) panel (30" height x 10' length)

Softball – Frederick Field

- Outfield fenceline – One (1) panel (30" height x 10' length)

1.2 Sponsor's sponsor recognition and/or advertising available on the Campus will not during the Term, become less than the current signage provided to Sponsor on the Campus as identified in 1.1 above. University will further ensure that Sponsor's total signage on Campus will be maintained at amounts equal to or greater than such current signage at no additional cost to Sponsor. Sponsor will also have the first right to negotiate for any new panels or other forms of sponsor recognition and/or advertising added on the Campus during the Term. For signage within retail locations on Campus where Products are sold or dispensed, Sponsor and University will mutually agree on the exact signage needs for each such location after consulting with the manager of the specific location.

1.3 Without the express written consent of Sponsor, Sponsor's signage on the Campus will not be altered or obscured in any way or draped at any time or for any reason by any person or entity, including any Broadcaster. Without the express written consent of Sponsor in its sole discretion, University will not permit Sponsor's signage on the Campus to be electronically altered, deleted or covered by any person or entity, including any Broadcaster, during any photographing of the Campus or during the broadcast of any event held on the Campus (including Team games).

1.4 University will maintain all scoreboards, signs and other advertising for Products in good order and repair.

1.5 All lighted signs and panels advertising or promoting Products (including lighted concession advertising) will be fully illuminated at all events on the Campus for which any signs are illuminated.

1.6 Sponsor will have the right of access to its permanent signage at all reasonable times for the purpose of replacement or removal of the same or to modify, change or alter the promotional messages appearing thereon at Sponsor's cost and discretion.

1.7 If at any time during the Term, University elects to replace or upgrade any scoreboards or other structures containing or supporting Sponsor's acknowledgment panels, then University will provide to Sponsor, without any additional charge, new acknowledgment panels on the replacement or upgrade scoreboard or structure, being equal in size and prominence to Sponsor's panels on the original scoreboard or structure.

2 Tickets

2.1 During the Term, University agrees to provide Sponsor with the following types and quantities of complimentary tickets:

- 8 Basketball season tickets
- 8 Football season tickets
- 4 tickets to any event (concerts, performers, etc..) brought in by University to perform

2.2 Upon request of Sponsor, University will provide Sponsor with tickets for unsold seats at events held on the Campus; such tickets will be used by Sponsor primarily for charitable and promotional purposes.

2.3 As soon as tickets for any event become available, University will deliver them to Sponsor, addressed to them in care of the persons specified for ticket delivery in Section 12.3.

3 Print Advertising

University will provide Sponsor, at no additional cost:

- Advertising on sports poster schedule (published each season with the schedule for all sports for that season)
- Advertising in football program
- Advertising on game-day rosters (football, basketball, volleyball)

4 PA – In Venue Announcements

University will provide Sponsor, at no additional cost, a minimum of two (2) public address announcements at all home athletic sporting events where public announcing occurs (1 each for Coca-Cola and POWERADE, unless a different brand is otherwise mutually agreed to by the parties)

5 Radio

University will provide Sponsor, at no additional cost, the following radio announcements for all athletic contests which are broadcast on the radio:

Two (2) thirty second (:30) spots in each game broadcast

6 Web Inventory

- One (1) full page ad (8.5 x 11) in University's online sports information directory
- Logo for rotating web advertisement on www.wildcatsports.com (or any successor site)

7 *In-Game Promotions*

Sponsor will have the right to sponsor an in-game promotion at each home men's and women's basketball game during the Term. Any prizes awarded during such promotion will be provided by Sponsor and must be mutually agreed upon by Sponsor and University.

8 *Game Sponsorship*

Sponsor will have the right to sponsor one (1) men's basketball game during each basketball season – the specific game will be mutually agreed to by the parties and will include the following for Sponsor:

- Game Tickets – Forty (40) tickets to the sponsored game
- On-Field/On-Court Recognition – Select representatives of Sponsor will be recognized on-court during the sponsored game
- VIP Hospitality – Ten (10) guests of Sponsor will have access to the halftime hospitality at the sponsored game
- Giveaway Item – Sponsor may provide a giveaway item to fans attending the sponsored game – The item may display both Coke and University logos (as mutually agreed upon)
- Display Tables – Sponsor may distribute promotional material to fans via display tables
- Public Address Announcement – Two (2) public address announcements during the sponsored game recognizing Sponsor as the game sponsor
- Game Program Branding – Sponsor will be recognized in the game program as the game sponsor for the sponsored game with the Coca-Cola logo

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THE COCA-COLA COMPANY FREESTYLE® EQUIPMENT AGREEMENT

The parties to this agreement ("Agreement") are The Coca-Cola Company, acting by and through Coca-Cola North America ("Company"), and the undersigned customer ("Customer") This agreement applies to all Coca-Cola series Freestyle dispensers installed in any of Customer's outlets in the United States. Concurrent with entering into this Agreement, Customer is also entering into an agreement or agreements with the authorized bottler(s) for Customer's geography ("Bottler") which will establish the pricing and other terms and conditions with respect to purchases of Freestyle ingredients and installation of the Freestyle dispensing equipment. Customer acknowledges that if it has outlets in more than one Bottler territory, Customer must have an agreement in place with each of those Bottlers for the purchase of Freestyle cartridges. Company and Customer agree as follows:

1. **FREESTYLE:** Customer has chosen to commercialize the Coca-Cola Freestyle ("Freestyle") fountain dispensing system. The Freestyle fountain dispenser ("Freestyle Dispenser") combines ingredients (microdosed beverage components, beverage mixes and flavors stored in cartridges and nutritive and non-nutritive sweeteners stored in bag-in-boxes and/or cartridges) to create a wide variety of branded fountain beverages. The Freestyle Dispenser and the ingredients are collectively referred to as the "Dispensing System".

2. **TERM:** The Agreement will become effective when signed by both parties. The Term shall begin as of the first day of the month in which it is signed by the Customer and will be contemporaneous with that certain Sponsorship Agreement dated September 1, 2014 ("Term"). When used in the Agreement, the term "Year" means each consecutive twelve-month period during the Term, beginning with the first day of the Term.

3. **PRICING AND ORDERING OF INGREDIENTS:**

a. Customer will purchase the ingredients for the Dispensing System only from Bottler at pricing set by Bottler, which may change from time to time.

b. Bottler will make available one or more means of ordering ingredients, subject to the terms for each such means of ordering. The means of ordering may include: (i) placing orders on-line using Bottler approved forms of payment (currently via credit card or auto draft) at <http://cokesmart.com> or (ii) an automated ordering system. Shipping Charges may apply. Freestyle orders are subject to the terms attached as Exhibit B. The means and terms of ordering ingredients are subject to change from time to time. Any use of Bottler's or TCCC's computer systems is subject to the terms attached as Exhibit C.

4. **PROGRAM FEE:** Until such time as Customer has returned Company's Freestyle Dispenser(s), Customer will pay Company its then current monthly program fee per Freestyle Dispenser ("Program Fee") plus applicable sales tax. The current monthly base Program Fee is \$300 for 8000 and 9000 series Freestyle Dispensers and \$160 for 7000 series Freestyle Dispensers. The Program Fee will be invoiced monthly. Customer shall pay such invoice within 30 days of receipt of invoice. Customer may be eligible for a tax exemption in certain states. Tax exemption certificates are available for Texas, Ohio and Indiana at http://www.cokeamail.com/forms_uploaded.htm.

5. **COOPERATION:** Customer will provide Company with outlet-level transaction, sales and operations data to evaluate the performance of the Dispensing System on beverage and overall outlet sales, traffic, profit, menu mix and operations. Customer acknowledges and agrees that Company may share such information with Bottler(s). Customer agrees to implement and pay for any mutually agreed upon merchandising. Customer will make available the Company's then current standard Freestyle brand set and digital content on all Freestyle Dispensers.

6. **EQUIPMENT:** Customer will lease the Freestyle Dispensers from Company subject to the terms attached as Exhibit A. Rent is included in the Program Fee. Customer must have and maintain a water filtration system that meets Company's water treatment standards. Company may install and maintain such a filtration system, at Customer's expense, if customer fails to do so. Customer shall not change or alter the appearance of the Freestyle Dispensers (including placing decals on the Freestyle Dispensers).

7. **SERVICE:** Customer agrees to use the Company's Service Network for any mechanical reactive service required for the Freestyle Dispensers and to first attempt to solve any equipment service related issues by using The Coca-Cola Company's Phone Fix® service. There will be no charge for mechanical reactive, which is included in the Program Fee. Special Service calls will be charged at Company's then-current service rate. Special Service calls include relocation or reinstallation of Freestyle fountain dispensing equipment, line changes, service necessitated by damage or adjustments to the Freestyle fountain equipment resulting from exposure to the elements, misuse, abuse, failure to follow operating instructions, use of soft (or other non-approved) ice, or service by unauthorized personnel and unnecessary calls (e.g., equipment was not plugged in, CO2 or cartridges were empty). If Customer elects to use soft ice, Customer acknowledges that (i) it will be responsible for addressing any soft ice dispensability issues such as bridging and clumping and (ii) Company may change its recipes for some or all Freestyle brands to address the faster product dilution caused by soft ice and (iii) these recipe changes may increase Customer's cost of goods.

8. **CONFIDENTIALITY:** The Freestyle Dispensing System and any information related thereto are proprietary to Company except to the extent as required by law. Accordingly, Customer agrees that it will not permit any third party to inspect, analyze or reverse engineer the Freestyle Dispensing System, nor will it disclose any information relating to the Freestyle Dispensing System or this Amendment to any third party. Without limiting the generality of the previous sentence, Customer agrees that it will only open the Freestyle Dispenser to change

cartridges and will not permit (a) any photograph or other images to be taken of the inside of the Freestyle Dispensing System or (b) any inspection or analysis of the interior portions of the Freestyle Dispensing System by third parties.

9. **ACCESS TO COMPUTER SYSTEMS:** The Freestyle Dispensing System connects and sends reports to computer systems at Company. Customer will not take any actions to disable or interfere with these connection and reporting features. Company will be using wireless communications to establish this connection and the fee for this, where available through Company's provider, is included in the Program Fee. Customer is responsible for providing comparable connectivity if wireless communications are not available through Company's provider and Customer bears all risks associated with Company's use of any such connectivity.

10. **EXCLUSIVITY:** Customer agrees to serve Company branded Fountain Beverages (as hereinafter defined) exclusively in the outlets where the Freestyle Dispensing System is used. No other Fountain Beverages shall be served or sold in those outlets except as authorized by Company. "Fountain Beverages" are those nonalcoholic beverages that are dispensed from post-mix or pre-mix (but not frozen) beverage dispensers, bubblers or similar equipment.

11. **GOVERNING LAW/ DISPUTE RESOLUTION:** This Agreement shall at all times be governed by the laws of the State of Washington. Should there be a dispute between Company and Customer relating in any way to the Agreement, the breach of the Agreement, or the business relationship of the parties, the parties agree that they will make a good faith effort to settle the dispute in an amicable manner. In the event of any dispute arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs and expenses of litigation. If litigation is pursued, the exclusive venue for such litigation shall be in the federal or state courts located in Ellensburg, WA and the parties agree to submit to the personal jurisdiction of the courts in the State of Washington.

12. **TRANSFERS AND ASSIGNMENTS.**

a. If there is a transfer of an outlet where a Freestyle Dispenser has been installed, then, at Company's election, Customer will cause the acquiring, surviving or newly created business to assume all of Customer's obligations under the Agreement. The Agreement will not be otherwise assignable without the express written consent of Company.

b. If Customer transfers (and Company does not make the election set forth in Section 10.a) or closes an outlet where a Freestyle Dispenser has been installed, Customer will pay Company the costs set forth in Section 1 of Exhibit A for each Freestyle Dispenser installed in such outlet less than 100 months prior to the transfer or closure.

13. **TRADEMARKS.** Neither Customer nor Company will make use of any of the other party's trademarks or logos (either alone or in conjunction with its or another party's trademarks or logos) without the prior written consent of that party, and all use of the other party's trademarks shall inure to the benefit of trademark owner. For purposes of this Agreement, Company trademarks include trademarks owned, licensed to or controlled by an entity in which Company has a 50% or more ownership interest.

14. **WAIVER.** The failure of either party to seek redress for the breach of, or to insist upon the strict performance of any term, clause or provision of the Agreement, shall not constitute a waiver, unless the waiver is in writing and signed by the party waiving performance.

15. **WARRANTIES.** Customer and Company each represent and warrant that they have the unrestricted right to enter into this Agreement and to make the commitments contained in this Agreement. In addition, each party represents that the person whose signature appears on the Agreement has the right to execute this Agreement on behalf of the party indicated.

16. **OFFSET.** If Customer owes any amounts to Company under this or any other agreement, in addition to any other remedies it may have, Company may use funds due Customer to offset amounts due to Company under this or any other agreement.

17. **ADDITIONAL TERMS.** Company will not be bound by any standard or preprinted terms or conditions contained in Customer's purchase orders, acknowledgements, invoices, vendor allowance forms or other Customer forms, or counteroffers, that propose terms or conditions in addition to or differing from the terms and conditions set forth in this Agreement with respect to its subject matter. In addition, any terms and conditions on Customer's internet site to which agreement by Company is deemed or required in any manner, whether through an online electronic agreement, site use, or otherwise, will be null and void and of no legal effect on Company.

18. **PRIOR FREESTYLE AGREEMENTS:** The terms of this Agreement will supersede any prior agreement between the parties concerning Freestyle and all Dispensing Systems installed in the Customer's outlets in the past, present and future will be governed by the terms of this Agreement.

19. **ENTIRE AGREEMENT:** This Agreement and its exhibits contains the entire agreement between the parties with respect to the subject matter hereof. Account may not assign this Agreement without the prior written consent of the Company. All amendments to or waivers of this Agreement must be in writing signed by all the parties.

JP

Accepted and agreed to this _____ day of _____, 2017

**THE COCA-COLA COMPANY, ACTING BY AND THROUGH COCA-COLA
NORTH AMERICA**

Signature: Jeffrey S Smith
Name: Jeffrey S Smith
Title: Branch Manager

Accepted and agreed to this 11 day of May, 2017

Central Washington University:

Signature: [Signature]
Name: Joseph Pearson
Title: Director Auxiliary Operations
Address:
400 East University Way
Elensburg, WA 98926-7480

Chain ACN Number: 0001318787
HQ ACN Number: 0001318787

EXHIBIT A
EQUIPMENT LEASE TERMS

1. **LEASE AGREEMENT AND TERM.** Company hereby leases to Customer all Freestyle fountain dispenser equipment provided to Customer (the "Equipment"), subject to the terms set forth herein. Unless otherwise agreed in writing, the Equipment shall also include, where applicable, all permanent merchandising, menu boards, refrigeration units, ice makers and water filtration equipment installed by Company on Customer's premises, provided, however, that nothing herein requires Company to make such equipment available to Customer for lease. Each piece of Equipment is leased commencing on its installation date ("Commencement Date"). The lease will continue in effect with respect to each piece of Equipment until Customer has provided Company 30 days' written notice of Customer's desire to terminate the lease and have the equipment removed from Customer's premises and will survive the expiration or termination of any agreement Customer may have with Bottler. If the lease is terminated with respect to any piece of Equipment for any reason prior to 100 months from its Commencement Date, Customer will pay Company the actual costs of removal (including standard shipping and handling charges) and remanufacturing 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.

2. **TITLE TO THE EQUIPMENT.** Title to the Equipment is, and will at all times remain, vested in Company. Customer will have no right, title, or interest in or to the Equipment, except the right to quiet use of the Equipment in the ordinary course of its business as provided herein. Customer shall execute such title documents, financing statements, fixture filings, certificates and such other instruments and documents as Company shall reasonably request to ensure to Company's satisfaction the protection of Company's title to the Equipment and Company's interests and benefits hereunder. Customer shall not transfer, pledge, lease, sell, hypothecate, mortgage, assign or in any other way encumber or dispose of any of the Equipment. **THE PARTIES AGREE, AND CUSTOMER WARRANTS, THAT THE EQUIPMENT IS, AND WILL AT ALL TIMES REMAIN, PERSONAL PROPERTY OF COMPANY NOTWITHSTANDING THAT THE EQUIPMENT OR ANY PART THEREOF MAY NOW BE, OR HEREAFTER BECOME, IN ANY MANNER AFFIXED OR ATTACHED TO, OR EMBEDDED IN, OR PERMANENTLY RESTING UPON, REAL PROPERTY OR IMPROVEMENTS ON REAL PROPERTY.** Customer shall not make any alterations, additions, or improvements to the Equipment without the prior written consent of Company. All parts added to the Equipment through alterations, repairs, additions or improvements will constitute accessions to, and will be considered an item of the Equipment and title to such will immediately vest in Company. Customer agrees that Company may transfer or assign all or any part of Company's right, title and interest in or to any Equipment (in whole or in part), the lease of the Equipment and any amounts due or to become due, to any third party ("Assignee") for any reason. Upon receipt of written notice from Company of such assignment, Customer shall perform all its obligations with respect to any such Equipment for the benefit of the applicable Assignee, and, if so directed, shall pay all amounts due or to become due hereunder directly to the applicable Assignee or to any other party designated by such Assignee.

3. **USE OF EQUIPMENT.** Customer acknowledges that any rent does not fully compensate Company for its expenses concerning its research and development efforts designed to improve the Equipment or provide the Equipment to Customer, and that Company provides the Equipment to Customer for the purpose of dispensing Company products. Therefore, Customer agrees that the Equipment will be used only for the purpose of dispensing fountain beverage products of Company that are not out of date.

4. **INSPECTION AND NOTIFICATION.** Company shall have the right during Customer's regular business hours to inspect the Equipment at Customer's premises or wherever the Equipment may be located and to review all records that relate to the Equipment. Customer shall promptly notify Company of all details arising out of any change in location of the Equipment, any alleged encumbrances thereon or any accident allegedly resulting from the use or operation thereof.

5. **WARRANTY DISCLAIMER: CUSTOMER ACKNOWLEDGES THAT COMPANY MAKES NO WARRANTIES PERTAINING TO THE EQUIPMENT OR ITS PERFORMANCE, WHETHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES RELATING TO THE DESIGN, CONDITION, QUALITY, CAPACITY, MATERIAL OR WORKMANSHIP OF THE EQUIPMENT OR ITS PERFORMANCE. COMPANY SHALL NOT BE RESPONSIBLE FOR ANY LOSS OF PROFITS, ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES, OR DAMAGES OF ANY NATURE WHATSOEVER, RESULTING FROM THE DELIVERY, INSTALLATION, MAINTENANCE, OPERATIONS, SERVICE OR USE OF ANY EQUIPMENT OR OTHERWISE.**

6. **TAXES.** Customer shall pay all assessments, license fees, taxes (including sales, use, excise, personal property, ad valorem, stamp, documentary and other taxes) and all other governmental charges, fees, fines or penalties whatsoever, whether payable by Company or Customer, on or relating to the Equipment or the use, registration, rental, shipment, transportation, delivery, or operation thereof, and relating to the lease of the Equipment.

7. **MAINTENANCE AND REPAIRS.** Customer shall keep the Equipment in good condition, repair, and working order. Except as otherwise provided herein, Customer shall pay all costs incurred in connection with the shipment, use, operation, ownership, or possession of the Equipment during the term of its lease. Customer's sole recourse against Company with respect to service provided by Company or its service providers to the Equipment is that Company will correct any defective workmanship at no additional charge to Customer, provided that Company is given prompt notification of any defective workmanship. Company shall not be otherwise liable for negligent acts or omissions committed in regard to maintenance or repair of the Equipment and assumes no responsibility for incidental, consequential or special damages occasioned by such negligent acts or omissions.

8. **RISK OF LOSS.** All risk of loss, including damage, theft or destruction, to each item of Equipment will be borne by Customer. No such loss, damage, theft or destruction of Equipment, in whole or in part, will impair the obligations of Customer hereunder, all of which will continue in full force and effect.

Customer Initials: JP

9. **INDEMNITY.** Customer will defend, indemnify and hold harmless the Indemnified Parties against and from any and all claims, actions, suits, proceedings, demands, damages, and liabilities of whatever nature, and all costs and expenses, including without limitation Indemnified Parties' reasonable attorneys' fees and expenses, relating to or in any way arising out of (a) the ordering, delivery, rejection, installation, purchase, leasing, maintenance, possession, use, operation, control or disposition of the Equipment or any portion thereof; (b) any act or omission of Customer, including but not limited to any loss or damage to or sustained by the Indemnified Parties arising out of Customer's failure to comply with all these terms; (c) any claims for liability in tort with respect to the Equipment, excepting only to the degree such claims are the result of the Indemnified Parties' negligent or willful acts. The provisions of this section will survive termination and expiration of the Equipment's lease.

10. **DEFAULT.** The occurrence of any of the following will constitute a "Default" by Customer:

- a. nonpayment by Customer when due of any amount due and payable hereunder;
- b. failure of Customer to comply with any provision, and failure of Customer to remedy, cure, or remove such failure within 10 days after receipt of written notice thereof from Company;
- c. any statement, representation, or warranty of Customer to Company, at any time, that is untrue as of the date made;
- d. Customer's becoming insolvent or unable to pay its debts as they mature, or Customer making an assignment for the benefit of creditors, or any proceeding, whether voluntary or involuntary, being instituted by or against Customer alleging that Customer is insolvent or unable to pay its debts as they mature;
- e. appointment of a receiver, liquidator, trustee, custodian or other similar official for any of the Equipment or for any property in which Customer has an interest;
- f. seizure of any of the Equipment;
- g. default by Customer under the terms of any note, document, agreement or instrument evidencing an obligation of Customer to Company or to any affiliate of Company, whether now existing or hereafter arising;
- h. Customer taking any action with respect to the liquidation, dissolution, winding up or otherwise discontinuing the conduct of its business;
- i. Customer transferring all or substantially all of its assets to a third party;
- or
- j. the transfer, conveyance, assignment or pledge of a controlling interest or ownership of Customer to a third party without Company's prior written consent.

11. **REMEDIES.** Upon the occurrence of any Default or at any time thereafter, Company may terminate the lease as to any or all items of Equipment, may enter Customer's premises and retake possession of the Equipment at Customer's expense, and will have all other remedies at law or in equity for breach. Customer acknowledges that in the event of a breach of Sections 3 or 4 or a failure or refusal of Customer to relinquish possession of the Equipment in breach of this section following termination or Default, Company's damages would be difficult or impossible to ascertain, and Customer therefore agrees that Company will have the right to an injunction in any court of competent jurisdiction restraining said breach and granting Company the right to immediate possession of the Equipment and agrees to pay the Program Fee until Company is able to obtain possession of the Equipment.

12. **LIQUIDATED DAMAGES.** If Customer acts in violation of the prohibitions described in Section 2 of these terms and is unable to return the Equipment to Company in good working order, normal usage wear and tear excepted, at the expiration or termination of the Equipment's lease, Customer shall pay as liquidated damages the total of: (i) the value of Company's residual interest in the Equipment, plus (ii) all tax indemnities associated with the Equipment to which Company would have been entitled if Customer had fully performed its obligations, plus (iii) costs, interest, and attorneys' fees incurred by Company due to Customer's violation of Section 2 or its failure to return the Equipment to Company, minus (iv) any proceeds or offset from the resale or sale of the Equipment by Company.

13. **ADDITIONAL TERMS.** Customer represents and warrants that it will comply with all applicable laws and regulations, (including providing effective communication of the Equipment's beverage options to, and full and equal enjoyment of the Equipment by, individuals with disabilities) and all appropriate practices with respect to food safety, including the storing, preparation, serving and disposing of food. Furthermore, Customer acknowledges and agrees to comply with all equipment manufacturer's specifications and product dispensing and preparation instructions and specifications. Time is of the essence with respect to every provision.

**EXHIBIT B
TERMS OF SALE**

The following are the terms between Company and Customer relating to the products or services (collectively "Products") provided in connection with Freestyle Dispensing System. These terms prevail over terms contained in Customer's purchase order or other communications from Customer that are not accepted in writing by Company as provided herein. No modification, waiver or discharge of these terms or of any of its terms shall bind either party unless in writing and signed by officers of both parties.

1. **CONSENT TO ELECTRONIC TRANSACTION AND COMMUNICATIONS.** By virtue of placing orders for Products, Customer agrees to conduct business electronically, where applicable, and to be bound by these terms. Customer agrees that all agreements, notices, disclosures and other communications that Company provides electronically, whether in website content or e-mail, satisfy any and all legal requirements that such communications be in writing.
2. **PAYMENT, INTEREST AND FEES.** Unless otherwise agreed in writing, payment in full for Products is due at the time of ordering. Company will submit such payments for processing at the time Products are shipped. All payments must be made by their due date as a condition precedent to future orders or deliveries.
3. **PRICES.** Orders are filled at prices prevailing at time of shipment. Company is not responsible for pricing or typographical errors related to Customer's purchase and Company reserves the right to cancel any orders resulting from or including such errors.
4. **GENERAL WARRANTIES.** Company warrants the title conveyed under these terms will be good and its transfer rightful; and that the Products will be delivered free from any security interest or other lien or encumbrance whatsoever. Company warrants that the Products will be of merchantable quality and will conform to the descriptions made on the containers and labels of the Products.
5. **LIMITED WARRANTIES AND REMEDIES.**
 - a. Company warrants that at the time of shipment from Company any food Products manufactured by Company will be free from material defects and will be suitable for their intended purpose.
 - b. Company warrants that food Products manufactured by Company will (i) meet the requirements of the Federal Food, Drug and Cosmetic Act ("Act"), as amended, including the Food Additive Amendments of 1958, and the amendments resulting from the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (ii) not be adulterated or misbranded within the meaning of the Act and (iii) not be products which, under the provisions of Sections 404 and 505 of the Act, may not be introduced into interstate commerce. Company further warrants that the food Products will, at the time of shipment, comply with all other applicable federal and state laws, rules and regulations. This warranty is extended and applicable to any lawful state law in which the definitions of adulteration or misbranding are substantially the same as those in the Act.
 - c. The warranties provided in section 5.b above will not apply when any food Products are shipped or delivered in a label or labeling designed by or on behalf of Customer, or the food Products are manufactured in accordance with written specifications provided by or on behalf of Customer. In such a case, in lieu of section 5.b Company warrants that the Products will conform to the label, labeling or specifications provided by or on behalf of Customer.
 - d. Company warrants only the food Products themselves, not any finished beverage made from any food Products, because the finished beverage incorporates water, CO2 gas and ice, none of which is provided by Company.
 - e. **THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND COMPANY DISCLAIMS ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
 - f. Customer agrees that its sole and exclusive remedy for breach by Company of the warranties provided herein and any applicable implied warranties will be as follows: Company will, at its sole option, either replace the Products or refund the actual, net purchase price paid by Customer for the Products, and Company will indemnify and hold Customer harmless against (i) any claim, loss, or expense arising out of the death, disease or bodily injury of a consumer resulting from or caused by the chemical composition of the Products sold to Customer or any ingredient included by Company in the Products, or (ii) any claim, loss, or expense arising out of any patent or trademark infringement suit in a court of competent jurisdiction based on Customer's use or sale of the Products as contemplated by Company; provided, however, that any such claim, loss or expense set forth under subsections (f) and (ii) was solely caused by the fault or negligence of Company, and further provided that the Products were handled under normal conditions of sale, and in accordance with applicable product handling requirements by Customer from the time of delivery until final sale to the consumer; and provided further that (1) Customer gives Company timely written notice of the assertion or pendency of any such claim, (2) Company has the right to defend any such claim, and (3) Company has the right of approval prior to settlement of any such claim.
 - g. This Product warranty and indemnity sets forth the sole and exclusive remedy for Customer against Company with respect to the Products, and is the complete agreement between the parties with respect to such subject matter. **IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER, OR ANY OTHER PERSON OR ENTITY, WHETHER IN CONTRACT IN TORT OR ON ANY OTHER LEGAL THEORY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST REVENUES, PROFITS OR BUSINESS OPPORTUNITIES, OR FOR ANY OTHER COST OR LOSS OF A SIMILAR TYPE.**
 - h. This Product warranty and indemnity is not assignable or transferable, by operation of law or otherwise, and revokes any prior continuing warranty provided with respect to the Products.
 - i. Customer will defend, indemnify and hold harmless Company and Company's officers, agents, employees, directors, shareholders, affiliates, successors, and assigns (hereinafter the "Indemnified Parties") against and from any and all claims, actions, suits, proceedings, demands, damages, and liabilities of whatever nature, and all costs and expenses, including without limitation Indemnified Parties' reasonable attorneys' fees and expenses, relating to or in any way arising out of any negligent or wrongful act of Customer or its employees or agents, including product tampering or failure to adhere to Company's Quality Beverage Standards; provided, that such claim does not arise out of any wrongful act or omission of the Indemnified Parties or from a cause or causes beyond Customer's reasonable control, and provided further, that (1) Company will give Customer timely written notice of the assertion or pendency of such claim, (2) Customer will have the right to defend any such claim, and (3) Customer will have the right of approval prior to settlement or compromise of any such claim.
6. **LIMITATION OF LIABILITY.** COMPANY DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE, LOST PROFITS OR LOSS OF BUSINESS. COMPANY DOES NOT ACCEPT LIABILITY FOR ACTIONS OR INACTIONS OF ANY CONTRACTORS THAT MAY BE REFERRED TO CUSTOMER OR WHOSE WORK MAY BE SCHEDULED BY COMPANY. EXCEPT AS EXPRESSLY PROVIDED HEREIN, COMPANY WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. CUSTOMER AGREES THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCTS, COMPANY IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AMOUNT INVOICED FOR THE APPLICABLE PRODUCTS. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE REMEDIES SET FORTH IN THESE TERMS SHALL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.
7. **TRANSFER OF TITLE.** Title to the Products shall pass when delivered to Customer at the "ship to" address stated on the front of each invoice ("Customer's Address"). Delivery shall be acknowledged by a signed and dated bill of lading.
8. **DELIVERY.** Company reserves the right to require specific order quantities (e.g., full case orders) and make delivery in severable lots, and all such lots will be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any lot will not relieve Customer of its obligation to accept remaining deliveries. The acceptance by Customer of shipment upon arrival of the Products at Customer's Address will constitute delivery to Customer.
9. **INSPECTION.** Customer must inspect the Products immediately on its delivery to Customer's location, and within 2 business days after delivery, give notice to Company if Customer believes that the Products is not in accordance with these terms. If Customer fails to give such notice, the Products will be deemed to be in all respects in accordance with these terms, and Customer will be bound to accept and pay for the Products in accordance with these terms. Customer may reject the Products only if any variance from these terms is material. All claims are deemed waived unless made in writing and received by Company within 15 days after Customer discovers the alleged defect, but in no event will credit be given for any alleged defect later than 90 days after delivery.
10. **PASSWORDS AND SECURITY.** As set forth in the terms of use at <http://www.comcast.com>, Customer agrees that it is solely and completely responsible for maintaining the confidentiality of Customer logins and passwords. Customer agrees to notify Company immediately of any unauthorized use of its account or other breach of security. Customer agrees that it will be responsible for all activity on its account, whether such activity was initiated by it, by others on its behalf, or by any other means or manner.
11. **FORCE MAJEURE.** Company will be excused from its performance obligations if such failure of performance is due to fire, flood, strikes, riots, car shortage, embargoes, accidents, insurrections, lockouts, breakdown of machinery, loss or damage of Products in transit, acts of God, or any circumstances or unavoidable cause beyond Company's control, except for its own negligence.
12. **TAXES.** In addition to the purchase price, Customer will pay Company the amount of all governmental taxes, excises and/or other charges (except taxes on or measured by net income) that Company may be required to pay with respect to the production, sale or transportation of the Products, except where the law otherwise provides.

Customer Initials: JP

Customer may be eligible for a tax exemption. Tax exemption certificates are available at http://www.cokeemart.com/forms_wspaperd.htm. A tax exemption certificate must be submitted to Company for all purchases delivered by Company.

13. **ADDITIONAL TERMS.** In consideration of purchasing Products, Customer agrees:
- a. Not to transfer or resell Products to any other entity (other than Customer's own retail outlets), or for residential or home use;
 - b. To use food Products only to prepare a finished beverage that is dispensed to consumers in cups, glasses or other containers designed for reasonably immediate consumption and not for extended storage;
 - c. Not to sell finished beverages using food Products through a dispenser whereby the consumer fills returnable bottles or similar containers;
 - d. Not to tamper with any seals or labeling on any Company food Products package;
 - e. Not to repackage or transfer food Products into other containers without Company authorization;
 - f. Not to refill or reuse any food Products container;
 - g. To comply with Company's Quality Beverage Standards, which is available on request from Company;
 - h. To notify Company promptly of any quality problem related to Products at 1-800-241-2853;
 - i. To rotate stock of food Products to ensure Company food Products are used before its shelf life date.

Customer Initials: JP

Classified - Confidential

JP

**EXHIBIT C
ACCESS AND USE TERMS**

1. **GENERAL.** Customer agrees that access and use of Company's proprietary network of websites ("Computer Systems") by Customer, including any individuals that are granted access through or by Customer, are subject to these terms and all applicable laws.

2. **COMPUTER SYSTEMS SECURITY**

a. Customer represents that it has read and agrees to ensure that its employees, and anyone else granted access to the Computer Systems, will comply with these terms. Customer will ensure that each workstation that is used to access the Computer Systems has a configuration that meets the following conditions: (i) current commercial anti-virus software is installed and a full system scan is performed; (ii) current operating system patch levels are applied; and, (iii) malicious software and hacker tools are removed or disabled.

b. Customer will not allow any third parties to access the Computer Systems without the written consent of Company.

c. Customer's access is provided solely for the legitimate business purposes of Company and Customer. Access to Company's Computer Systems is monitored and recorded. Company will maintain a database that catalogs the duration and scope of the access granted to Customer and the business purpose for such grant. Customer may only access these Computer Systems that Customer is approved by Company to access. Company may terminate Customer's access to the Computer Systems for any misuse of such Computer Systems by Customer or by individuals provided access by or through Customer. Customer is liable for all damages caused by any individual obtaining access to the Computer Systems through the Customer.

3. **INFORMATION CONTAINED IN THE COMPUTER SYSTEMS**

a. Customer shall keep confidential all passwords, user IDs, all data and software programs and any other accessible materials contained in the Computer Systems. These obligations will continue in perpetuity but will not apply to information that is, or subsequently becomes, available to the public through no breach of Customer's obligations hereunder.

b. Customer will read and comply with the terms and policies that are posted on the Computer Systems from time to time and as they may be amended from time to time. If Customer does not agree to the applicable terms and policies posted on the Computer Systems, Customer will immediately exit the Computer Systems and will not use the Computer Systems. Customer will not transmit any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic,

or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law.

4. **DISCLAIMERS.** Customer uses the Computer Systems at its own risk in no event will Company, and each of their subsidiaries, affiliates, officers and directors, be liable for any loss, liability, damages, costs or expenses that may arise out of Customer's access to the Computer Systems. ACCESS TO THE COMPUTER SYSTEMS (AND ANY AND ALL HARDWARE, SOFTWARE AND OTHER COMPONENTS THEREOF) IS PROVIDED TO CUSTOMER "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

5. **INDEMNIFICATION; DUTY TO REPORT USE AND VIOLATIONS.** Customer will defend, indemnify and hold harmless the Indemnified Parties against and from any and all claims, actions, suits, proceedings, demands, damages, and liabilities of whatever nature, and all costs and expenses, including without limitation Indemnified Parties' reasonable attorneys' fees and expenses, relating to or in any way arising out of the access to the Computer Systems or out of the breach of these terms by Customer or by any individual or entity granted access through Customer. Customer will immediately notify Company of any material violation of these terms by anyone granted access through Customer. Upon Company's request, Customer shall promptly provide Company with a list of all individuals granted access to the Computer Systems through Customer. Company shall have the right to conduct an audit of Customer to confirm Customer's compliance with these terms.

6. **TERMINATION; MODIFICATION.** Company has the right to immediately terminate access granted to any individual through Customer at any time with or without cause. Company may modify these terms at any time upon notice to Customer. If Customer does not wish to continue its access to the Computer Systems under such modified terms, Customer may terminate access by written notice delivered to Company prior to the effective date of the modification.

Customer Initials: P

Classified - Confidential

COCA-COLA FREESTYLE® CARTRIDGES AGREEMENT

1. **FREESTYLE:** The parties to this agreement ("Agreement") are the undersigned bottler ("Bottler") and the undersigned customer ("Customer"). Customer has chosen to commercialize the Coca-Cola Freestyle ("Freestyle") fountain dispensing system of The Coca-Cola Company ("TCCC"). The Freestyle fountain dispenser ("Freestyle Dispenser") combines ingredients (microdosed beverage components, beverage mixes and flavors stored in cartridges and nutritive and non-nutritive sweeteners stored in bag-in-boxes) to create a wide variety of branded fountain beverages. The Freestyle Dispenser and the ingredients are collectively referred to as the "Dispensing System." This Agreement will apply to Customer's purchases of the ingredients for the Freestyle Dispenser.
2. **TERM:** The Agreement will become effective when signed by both parties. The Term shall begin as of the first day of the month in which it is signed by the Customer and will be contemporaneous with that certain Sponsorship Agreement dated September 1, 2014 ("Term"). When used in the Agreement, the term "Year" means each consecutive twelve-month period during the Term, beginning with the first day of the Term.
3. **FUNDING:** Customer will be paid funding on the purchase of certain TCCC branded Freestyle ingredients, and subject to the schedule and Customer's compliance with the performance requirements and criteria, as set forth in Exhibit A. This funding will not be paid on bag-in-box fountain syrups purchases. If any outlet is eligible for an alternate program offered directly or indirectly by Bottler or TCCC, the parties will mutually agree on which program will be made available to that outlet. In no event will any outlet be eligible for more than one program offered by Bottler or TCCC. Purchases of certain TCCC branded Freestyle ingredients will also count towards any applicable volume commitment. If Customer receives equipment leased without charge or free service under the Agreement, Company will create a fund ("Freestyle Operations Fund") for each installed Freestyle Dispenser. The amount of the Freestyle Operations Fund is set forth in Exhibit A. The Freestyle Operations Fund (a) will be controlled by Company, (b) will be earned on a pro rata basis; and (c) will only be applied against any Program Fees that may be due but not as a discount off the Program Fee and will not reduce any sales tax associated with the Program Fee.
4. **PERFORMANCE CRITERIA:** Customer will provide Bottler with outlet-level transaction, sales and operations data to evaluate the performance of the Dispensing System on beverage and overall outlet sales, traffic, profit, menu mix and operations. Customer agrees that notwithstanding, any provisions of this Agreement such information may be shared by Bottler with TCCC. Customer will make available the Bottler's then current standard Freestyle brand set and digital content on all Freestyle Dispensers. Customer agrees to implement mutually agreed upon merchandising and marketing activities as outlined in Exhibit A.
5. **EQUIPMENT:** Customer will lease the Freestyle Dispensers from TCCC subject to the terms established by TCCC.
6. **EQUIPMENT INSTALLATION AND REMOVAL:** The number of Freestyle Dispensers and the outlets where they will be installed will be mutually agreed to by the parties. Bottler will be responsible for installing the Freestyle Dispensers in outlets in Bottler's territory. Customer will be responsible for modifying the site (e.g., and without limitation, cabinetry, countertop, walls, flooring, plumbing and electrical work) as required to accommodate (a) the installation of the Freestyle Dispenser and (b) if necessary, the removal of that Freestyle Dispenser and reinstallation of legacy dispensers. Customer will also be responsible for any additional equipment (e.g., ice makers and water filtration) that may be required. Customer will also be responsible for any additional equipment (e.g., ice makers and water filtration) that may be required. Only ice makers approved by TCCC may be used. TCCC may require Customer, at its expense, to apply approved branding to certain ice makers with a footprint larger than the Freestyle fountain dispenser to improve aesthetics.
7. **EXCLUSIVITY:** Customer agrees to serve TCCC branded Fountain Beverages (as hereinafter defined) exclusively in the outlets where the Freestyle Dispensing System is used. No other Fountain Beverages shall be served or sold in

- those outlets except as authorized by TCCC. "Fountain Beverages" are those nonalcoholic beverages that are dispensed from post-mix or pre-mix (but not frozen) beverage dispensers, bubblers or similar equipment.
8. **GOVERNING LAW/ DISPUTE RESOLUTION.** This Agreement shall at all times be governed by the laws of the State of Georgia. Should there be a dispute between Bottler and Customer relating in any way to the Agreement, the breach of the Agreement, or the business relationship of the parties, the parties agree that they will make a good faith effort to settle the dispute in an amicable manner. In the event of any dispute arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs and expenses of litigation. If litigation is pursued, the exclusive venue for such litigation shall be in the federal or state courts located in Atlanta, GA, and the parties agree to submit to the personal jurisdiction of the courts in the State of Georgia.
9. **TRANSFERS AND ASSIGNMENTS.** If there is a transfer of an outlet where a Freestyle Dispenser has been installed, then, at Bottler's election, Customer will cause the acquiring, surviving or newly created business to assume all of Customer's obligations under the Agreement. The Agreement will not be otherwise assignable without the express written consent of Bottler.
10. **TRADEMARKS.** Neither Customer nor Bottler will make use of any of the other party's trademarks or logos (either alone or in conjunction with its or another party's trademarks or logos) without the prior written consent of that party, and all use of the other party's trademarks shall inure to the benefit of trademark owner. For purposes of this Agreement, Bottler trademarks include trademarks owned, licensed to or controlled by an entity in which Bottler has a 50% or more ownership interest.
11. **WAIVER.** The failure of either party to seek redress for the breach of, or to insist upon the strict performance of any term, clause or provision of the Agreement, shall not constitute a waiver, unless the waiver is in writing and signed by the party waiving performance.
12. **WARRANTIES.** Customer and Bottler each represent and warrant that they have the unrestricted right to enter into this Agreement and to make the commitments contained in this Agreement. In addition, each party represents that the person whose signature appears on the Agreement has the right to execute this Agreement on behalf of the party indicated.
13. **OFFSET.** If Customer owes any amounts to Bottler under this or any other agreement, in addition to any other remedies it may have, Bottler may use funds due Customer to offset amounts due to Bottler under this or any other agreement.
14. **ADDITIONAL TERMS.** Bottler will not be bound by any standard or preprinted terms or conditions contained in Customer's purchase orders, acknowledgements, invoices, vendor allowance forms or other Customer forms, or counteroffers, that propose terms or conditions in addition to or differing from the terms and conditions set forth in this Agreement with respect to its subject matter. In addition, any terms and conditions on Customer's internet site to which agreement by Bottler is deemed or required in any manner, whether through an online electronic agreement, site use, or otherwise, will be null and void and of no legal effect on Bottler.
15. **PRIOR FREESTYLE AGREEMENTS:** The terms of this Agreement will supersede any prior agreement between the parties concerning Freestyle and all Dispensing Systems installed in the Customer's outlets in the past, present and future will be governed by the terms of this Agreement.
16. **ENTIRE AGREEMENT:** This Agreement and its exhibits contains the entire agreement between the parties with respect to the subject matter hereof. Customer may not assign this Agreement without the prior written consent of the Bottler. All amendments to or waivers of this Agreement must be in writing signed by all the parties.

Accepted and agreed to this 5th day of May, 2017

BOTTLER: THE COCA-COLA COMPANY, ACTING BY AND THROUGH COCA-COLA NORTH AMERICA

Signature: [Signature]

Name: Jeff Smith

Title: Branch manager

Accepted and agreed to this 11 day of MAY, 2017

Central Washington University

Signature: [Signature]

Name: Joseph Ppaysen

Title: Director Auxiliary Operations

Address:
400 East University Way
Ellensburg, WA 98926-7480

Chain ACN Number: 0001319787
HQ ACN Number: 0001319787

5/6/2017

**EXHIBIT A
MARKETING PROGRAM
FUNDING**

1. NOTE

In consideration of the rights granted to Company herein, the marketing program outlined below will be provided to assist Customer in maximizing the sale of Company's fountain beverages in the outlet(s). Customer agrees that Company will have the right to audit compliance with the performance criteria outlined herein at all reasonable times and places.

2. FUNDING

Company will provide the funding listed below, to offset costs associated with the following performance criteria: (i) Implement three (3) Look of Success elements, which will include, but not be limited to: placement of merchandising elements in entranceway of outlet, beverage counter and beverage zone inside the outlet each Agreement Year during the Term, and (ii) commit to serve Company's bottle/can beverages in the outlets throughout the Term. Funding will be paid semi-annually, following the period in which it is earned.

The certain legacy variable per gallon funds listed below will be converted to Freestyle funding on a purchased per finished ounce as set forth below		
Legacy funds not listed below will not be converted		
\$1.00 per Gallon converts to \$0.00132 per purchased finished ounces for certain Coca-Cola Freestyle Ingredients*		
Funding Schedule		
Funding Element	Rate per Gallon on Coca-Cola Legacy Ingredients	Rate per Purchased Finished Ounce on Certain Coca-Cola Freestyle Ingredients*
Product Allowance	\$5.52	\$0.00726
OPERATIONS FUND (Freestyle Only)	NOT EARNED ON LEGACY GALLONS	\$46.39 per dispenser per month
*Only purchases of the following cartridges will earn funding and contribute towards volume commitments and growth funds: (i) Mix Cartridges (ii) Part 1 Cartridges (iii) Component Cartridges and (iv) Common Ingredient Solution BB. If additional volume yielding cartridges are added in the future, purchases of those cartridges will also earn funding and contribute towards volume commitment and growth funds		
Sample Funding Calculation for a Sprite Part 1 Cartridge: Sprite Part 1 Cartridge Yields 3,474 finished ounces (syrup + sweetener + water + optional flavor) \$1.00/gallon funding = \$0.00132 per finished ounce X 3,474 ounces = \$4.59 per purchased cartridge		

FIRST AMENDMENT TO SPONSORSHIP AGREEMENT

This amendment is made by and between Coca-Cola Bottling of Yakima (the "Sponsor"), and Central Washington University, a not-for-profit corporation incorporated under the laws of the State of Washington and located in Ellensburg, Washington (the "University") and amends that Sponsorship Agreement between the parties dated September 1, 2014. The capitalized terms contained in this Amendment will have the same meaning set forth in the Agreement, unless otherwise defined in this Amendment. In consideration of the mutual promises contained herein, the parties agree as set forth below.

As a result of the COVID-19 pandemic ("Pandemic"), and the resulting reduction in Sponsor's rights and sales during the 2020 calendar year and part of the 2021 calendar year, the parties agree to extend the Agreement and adjust Sponsorship Fees in accordance with Section 7.5 of the Agreement as specifically detailed below. Except as provided below, the University shall have no other financial obligation to Sponsor with regard to any reductions in rights and sales due to the Pandemic.

1. Term. The parties agree to extend the term for an additional five (5) years for the period from September 1, 2022 through August 31, 2027.

2. Consideration. No Sponsorship Fees shall be due for Agreement Year 13 (September 1, 2026 through August 31, 2027). The rebates detailed in Section 5.2 of the Agreement shall apply as laid out in the Agreement, except that Rebates for Agreement Year 13 (September 1, 2026 through August 31, 2027) shall be the same as the Rebates for Agreement Years 1 through 8. The provisions of Section 5.3 through 5.5 shall apply for Agreement Year 13.

3. Except as modified herein, all other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between this Amendment and the Agreement, this Amendment shall control. Each party represents, warrants, and covenants to the other as follows:

- (i) Authority. It has full power and authority to enter into this Amendment and to grant and convey the rights set forth herein.
- (ii) Binding Obligation. All necessary approvals for the execution, delivery and performance of this Amendment by it have been obtained, and this Amendment has been duly executed and delivered by each party's authorized representative and constitutes the legal and binding obligation of each party enforceable in accordance with its terms.

(Signatures on next page)

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed as of the date of last signature below.

Coca-Cola Bottling of Yakima

By: Jeff Smith

Print Name: Jeff Smith

Title: Branch Manager

Date: 8/30/21

Central Washington University

By: Stuart Thompson

Print Name: Stuart Thompson

Title: Director of Contracts

Date: 8/30/21