



School District Beverage Agreement

This School District Beverage Agreement (this “Agreement”) is made between Ozarks Coca-Cola/Dr Pepper Bottling Company (“Ozarks”) and Chanute USD 413 School District (the “District”) because District wishes to grant Ozarks, and Ozarks wishes to obtain, the exclusive rights set forth in this Agreement.

1. **Definitions.** All capitalized terms used in this Agreement will have the meanings ascribed to them below:
 - a. “Agreement Year” means each twelve-month period during the Term beginning with the Effective Date of the Term.
 - b. “Approved Cups” means disposable cups approved by Ozarks from time to time as its standard trademark cups and/or vessels and/or other (disposable and non-disposable) containers approved by Ozarks from time to time, all of which shall prominently bear the trademark(s) of Products (as defined in paragraph h. below) on all of the cup surface.
 - c. “Beverages” means all non-alcoholic beverages (i.e. anything consumed by drinking), whether such beverages (i) contain nutritive, food, or dairy ingredients, OR (ii) are in 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, and brands and products of water purification/beverage making systems (e.g. Brita®, Soda Stream®, Keurig®) are deemed to be included in this definition. “Flavor enhancers,” “liquid water enhancers,” and non-alcoholic beverages sold as “shots” or “supplements” are considered Beverages. “Beverage” or “Beverages” shall not include fresh-brewed coffee and fresh-brewed tea products. Likewise, “Beverage” or “Beverages” shall not include unflavored dairy products, water drawn from the public water supply, or unbranded juice squeezed fresh at the Campus.
 - d. “Campus” means the entire premises of each and every school and facility owned or operated by District either now or in the future, including without limitation, all elementary, middle, high, post-secondary and alternative schools, athletic facilities, offices, maintenance facilities, and including for each such location, the grounds, parking lots, all buildings that are a part of the location(s), all cafeterias, faculty and staff lounges, dining facilities, branded and unbranded food service outlets, concession stands, press rooms, sky boxes, stadium suites, vending locations, and

players' benches, sidelines and locker rooms. The term, "school," is included within the collective term "Campus."

- e. "Competitive Products" means all Beverages that are not Products (as defined in paragraph h. below).
 - f. "Concessionaire" means any current or future third-party food service provider under agreement with District at the Campus that directly or indirectly relates to the service of Beverages.
 - g. "Equipment" means any equipment provided by Ozarks to District that dispenses and/or serves Products, or aids in the dispensing and/or serving of Products at the Campus.
 - h. "Products" means Beverages purchased directly from Ozarks or sold through vending machines owned and stocked exclusively by Ozarks.
 - i. "Total Case Sales" means the total number of standard physical cases of Products (i) purchased and paid for by District for sale at the Campus, and (ii) sold through Ozarks' Equipment at the Campus in any given Agreement Year.
2. Term. The term of this Agreement (the "Term") shall be Five (5) years, beginning July 1st, 2025 (the "Effective Date") and ending on June 30th, 2030.
3. Pricing. District shall purchase Products from Ozarks in accordance with the price schedule set forth in **Exhibit A**. Such prices shall remain in effect until June 30th, 2026. Thereafter, such prices will be subject to an annual increase of no more than Five percent (5%) over the previous Agreement Year's price, except in the event of an increase in a component of Ozarks' cost of goods, manufacture or delivery, or increase in taxes, deposits or other government-related fees in which case Ozarks may further increase prices to cover such increased costs. Annual price increase will be calculated as a weighted average of price changes across all Products purchased by Account from Ozarks and shall occur automatically on July 1st of each Agreement Year.
4. Concessionaire. If District employs a Concessionaire, District will cause Concessionaire to purchase from Ozarks all requirements for Beverages, Approved Cups, lids, and carbon dioxide, as applicable. Such purchases will be made at prices and on terms set forth in Ozarks' existing agreement with Concessionaire, if any. If no agreement exists between Concessionaire and Ozarks, such purchases will be made at prices and on terms set forth in this Agreement. District acknowledges there will be no duplication of allowances, funding, or any other benefits District enjoys under this Agreement because of District's use of Concessionaire or any other third party used to service Beverages.
- a. If Ozarks is required to pay Concessionaire funding or provide Products pursuant to prices under a separate agreement with Concessionaire, District agrees that Ozarks may either (i) deduct such duplicate funding and lost margin on such lower cost Products paid or sold to Concessionaire from any payment made by Ozarks to District; (ii) issue an invoice for the duplicate amount to District; or (iii) utilize any other means to recover duplicate costs as reasonably determined by Ozarks.
5. Product Rights.

- a. District hereby grants Ozarks the exclusive right to sell and distribute Beverages at the Campus. District and/or its Concessionaires, athletic teams, booster clubs, or any current or future third-party food and/or Beverage service provider authorized by Ozarks to service Products at the Campus, shall purchase all Beverages (and Approved Cups, lids, and carbon dioxide, if applicable) directly and exclusively from Ozarks. No Competitive Products may be sold, dispensed, sampled, or served anywhere at the Campus.
 - i. Permitted Exceptions. Products will be the only Beverages sold, served, distributed, sampled, or otherwise made available at the Campus, provided however District may, on a non-exclusive basis, serve, sell or dispense the following Competitive Products ("Permitted Exceptions") at the Campus in the following manner, provided that no Competitive Products are sold, vended, distributed, dispensed or otherwise served from Ozarks' Equipment.
 - 1. District shall be permitted to distribute District-branded, private label water at the Campus.
 - b. Products offered at the Campus shall be available during the regular and extended school day and at all agreed locations at the Campus, except where not permitted by federal or state law or regulation. The extended day includes, but is not limited to, activities such as clubs, athletic practices, yearbook, band and choir practice, student government, drama, and childcare programs. District represents and warrants that the current federal and state legal and regulatory scheme permits the sale of Beverages at the Campus during the regular and extended school day in accordance with applicable guidelines.
 - c. District shall ensure that all post-mix and pre-mix Beverages served, sold or dispensed at concessions and for athletic team use (including Beverages sold, served or made available in locker rooms, sidelines and players' benches) shall be served in Approved Cups.
 - d. District shall cause Products to be hawked in stands in Approved Cups and twenty-ounce (20oz) plastic bottles at all sporting events and during all events when any items of any make or description are hawked on the Campus.
 - e. District hereby grants Ozarks exclusive Beverage vending rights at the Campus. Ozarks shall have the right to place Beverage vending machines, coolers, and/or other pieces of Equipment in mutually agreed upon locations at the Campus. Upon thirty (30) days' notice from Ozarks, Ozarks shall have the right to remove any Equipment, in its discretion, and District shall provide immediate physical access to Ozarks for the removal of such Equipment.
6. Advertising Rights.
- a. District hereby grants Ozarks the exclusive right to advertise Beverages (i) at the Campus and (ii) in connection with the District and Campus. No permanent or temporary advertising, signage, or trademark visibility for Competitive Products will be displayed or permitted anywhere at the Campus.

- b. Ozarks will have the exclusive right to advertise Beverages as the “official” or “exclusive” soft drink, sports drink, water, tea, energy drink and/or juice drink, etc. (any Beverages) of the District and Campus.
 - c. Ozarks shall be entitled to place signage and advertising in mutually agreed locations at the Campus. Such signage and advertising shall meet Ozarks’ reasonable specifications as to design, construction, and general appearance. District agrees that Ozarks’ advertising shall be positioned at all times in such a manner that the advertising message is in no way obscured (electronically or otherwise) and is clearly visible (and audible, if applicable) to the general public and the media (if applicable). Products shall be prominently listed on any menu boards located at the Campus and all Equipment shall be prominently identified with trademarks/logos corresponding to such Products.
 - i. All lighted signage and advertising promoting Ozarks or Products shall be fully illuminated at all events on the Campus for which any signs are illuminated.
 - ii. Ozarks shall have right of access to signage or advertising owned by Ozarks at all reasonable times for the purpose of replacement or removal of the same, or to modify or alter promotional messages appearing thereon at Ozarks’ cost and discretion, the content subject to District approval, which will not be unreasonably withheld.
 - d. District hereby grants Ozarks a royalty-free license, exclusive for Beverages, to use trademarks, logos, and other intellectual property of the District and Campus in connection with the promotion of Products. Such promotion may occur in advertising (including but not limited to: TV, radio, print, social media and/or other electronic means), packaging, vessels, promotional materials, and point of sale materials for Products and may be in connection with the marks and logos of Ozarks’ other customers.
 - e. District will not enter into any agreement or relationship whereby any Competitive Products are sold, advertised, endorsed, or otherwise associated in any manner with District, Campus, or any of District or Campus’ trademarks, logos, or other intellectual property (“District Marks”). And District will not allow Ambush Marketing (defined below).
 - f. District further agrees that only Products will be dispensed in the Equipment and that no other equipment, coolers, or containers displaying trademarks of Competitive Products will be permitted at the Campus.
7. Ambush Marketing. If any third party tries, without the consent of Ozarks, to associate Competitive Products with the District, the Campus or the District Marks—or tries to suggest, by implication or otherwise, that Competitive Products are so associated (collectively, “Ambush Marketing”)—the District, after consulting with Ozarks, will take reasonable steps to stop such Ambush Marketing and to protect the exclusive associational rights granted to Ozarks in this Agreement. These steps may include the following, as circumstances warrant:

- a. Complaining in writing to the violating party;
 - b. Discussing with Ozarks and mutually agreeing as to whether advising local media outlets of the identity of official sponsors and the inappropriateness of ambush marketing is warranted. Failure of the District to agree to advise local media outlets under this sub-paragraph (b) shall not, by itself, be considered a breach of this Agreement;
 - c. Issuing cease-and-desist demands; and
 - d. Cooperating with Ozarks in instituting legal action, where appropriate, including suits for temporary and permanent injunctive relief, provided the action is at the District's discretion.
 - e. Any party learning of ambush marketing will promptly notify the other party of this activity.
8. Consideration. In consideration of the exclusive rights and benefits granted to Ozarks, Ozarks agrees to provide District with the following:
- a. Annual Sponsorship Fees. Ozarks agrees to pay District one thousand dollars (\$1,000) each Agreement Year. Annual Sponsorship Fees shall be paid annually, within thirty (30) days after the end of each Agreement Year. Payment of Annual Sponsorship Fees are subject to the following adjustment: if Total Case Sales for any Agreement Year decrease by more than ten percent (10%) from the previous Agreement Year's Total Case Sales (the "Case Sales Drop Rate"), the Annual Sponsorship Fees due to District for such Agreement Year shall be reduced by the Case Sales Drop Rate.
 - b. Commissions. Ozarks agrees to pay District a quarterly commission based on the commission rates and initial vend prices set forth in **Exhibit B** with respect to the sale of Products through full-service Beverage vending machines. Commissions will be paid each quarter following the quarter in which they are earned. All taxes, deposits, recycling fees, other handling fees, communication charges and credit and debit card fees, if any, may be deducted from funds collected before calculating commissions. Commissions shall not be payable on any sales from vending machines not filled and serviced exclusively by Ozarks.
 - c. Rebates. Ozarks will pay District a rebate of:
 - i. Five Dollars (\$5) for each (24) count case of 20oz Sparkling Soft Drink, Powerade, and Water Product purchased and paid for by District for sale at the Campus ("Rebates").
 - ii. Two Dollars and fifty cents (\$2.50) for each (12) count case of 18.5oz Gold Peak Tea Product purchased and paid for by District for sale at the Campus ("Rebates").

- iii. Two Dollars and fifty cents (\$2.50) for each (12) count case of 16oz Body Armor Product purchased and paid for by District for sale at the Campus (“Rebates”).
 - iv. Rebates shall not be earned for sales of Products through Ozarks’ Equipment.
 - v. The Rebates shall be paid quarterly, in arrears, within 30 days after the end of each applicable period in which the Rebate was earned and will be based on Ozarks’ case sales records.
 - d. Complimentary Product. Each Agreement Year, Ozarks agrees to make available to District complimentary Products of Ozarks’ choosing with an annual estimated retail value of One Thousand dollars (\$1,000), as determined in good faith by Ozarks (“Complimentary Products”). Complimentary Products will be provided to District upon reasonable advance request. Complimentary Products will only be delivered within the same Agreement Year in which they are requested. If District does not request all available Complimentary Products by the end of each Agreement Year, then any Complimentary Products remaining at the end of each Agreement Year shall be forfeited by District and retained by Ozarks with no further obligation. District understands and acknowledges that it will not receive cash in lieu of Complimentary Products.
 - e. Powerade Sideline Support. Each Agreement Year, Ozarks agrees to make available to District Powerade sideline support (or similar sideline support) with an approximate annual retail value of Seven hundred fifty dollars (\$750), as determined in good faith by Ozarks (“Powerade Sideline Support”). Powerade Sideline Support will be provided to District upon reasonable advance request. If District does not request all available Powerade Sideline Support by the end of each Agreement Year, any Powerade Sideline Support remaining at the end of each Agreement Year shall be forfeited by District and retained by Ozarks with no further obligation. District understands and acknowledges that it will not receive cash in lieu of Powerade Sideline Support.
 - f. Notwithstanding anything herein to the contrary, Ozarks shall be entitled to exercise its rights set forth below in paragraphs 11 through 13 including the right to withhold and to adjust any consideration described in this Section, if any of the following should occur other than in connection with regularly scheduled breaks: the physical presence of students at the Campus is restricted or prohibited or in-person attendance of classes or athletic events at the Campus is limited or prohibited.
9. Right of First Refusal. District will negotiate exclusively with Ozarks for a period of ninety (90) days before the expiration of the Term for any similar agreement regarding Beverage availability, promotional or advertising rights. After such exclusive negotiation period, District will be free to negotiate with any entity; provided, however, if District receives a bona fide offer regarding such rights from a third party, then District shall provide notice of such terms to Ozarks and Ozarks will have thirty (30) business days from the date of such notice to offer to contract with District on terms no less favorable to District than those contained in the bona fide offer of the third party. As used herein, the term “bona fide offer”

shall mean a proposed agreement concerning rights and obligations related to the purchase and sale of Beverages, which agreement if executed by District and the third party would be legally binding.

10. Equipment. During the term, Ozarks will loan District, pursuant to the terms of Ozarks' Equipment Placement Agreement ("EPA"), at no cost (except as prohibited by law, rule or regulation, in which case the rent charged shall be the lowest legal rate available from Ozarks), the Equipment reasonably required and as mutually agreed to dispense Beverages at the Campus. District represents and warrants that plumbing, electrical service, and structural support at the Campus are proper and adequate for installation and operation of the Equipment. District agrees: (i) that it will not use extension cords or other electrical connections not approved by Ozarks; (ii) to indemnify and hold Ozarks harmless from any damages arising out of defective plumbing, electrical service, and/or structural support; (iii) to indemnify and hold Ozarks harmless from any damages arising out of improper use of extension cords or electrical connections not approved by Ozarks; (iv) that only Products will be stored, displayed, dispensed, or sold in or through the Equipment; and (v) that it will be responsible to Ozarks for any loss or damage to Equipment, reasonable wear and tear excepted.
 - a. District agrees it will execute an EPA in a form provided by Ozarks. If the terms of the EPA conflict with this Agreement, the EPA will control.
 - b. Ozarks will provide District with reasonable, free service to its Equipment, except District will bear the cost of service required due to actions of District or its employees or contractors. All Equipment service will be provided during normal business hours. Ozarks shall 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 Ozarks. Ozarks shall not be liable for damages of any kind arising out of delays in rendering service.
11. Right to Setoff. In the event District fails to pay Ozarks any invoice due for Products received, transshipment charges, or upon any other basis, Ozarks shall have the right to deduct the amount of such unpaid invoice, transshipment charge, or other charge from any consideration otherwise due from Ozarks to District. Ozarks shall have the right to withhold and not pay further any amounts that may become payable to District pursuant to this Agreement if: (i) District has failed to perform its obligations hereunder, (ii) Ozarks' rights hereunder have been lost, limited, or restricted, or (iii) there exists a bona fide dispute between the parties. Nothing in this section shall operate to restrict any of Ozarks' other remedies in the event of a material breach by District.
12. Adjustment. If (i) any of the rights granted to Ozarks herein are materially restricted or limited during the Term, including as a result of a Force Majeure Event (as defined in Section 14), or (ii) the physical presence of students at the Campus is restricted or prohibited other than in connection with regularly scheduled breaks, or (iii) if any material component of the Campus is closed to students, other than in connection with regularly scheduled breaks, for a period of thirty (30) consecutive days, or (iv) any athletic team of the District fails to play 75% or more of its scheduled home games on Campus during its scheduled season, or (v) the District's full-time student enrollment declines by 25% over any prior

Agreement Year or the standard school year is shortened, or (vi) if the volume of Products sold to the District decreases for any reason in any twelve month period by 10% or more over the prior twelve-month period, then in addition to any other remedies available to Ozarks, Ozarks may elect to adjust any fees and other consideration, including but not limited to, the consideration described in Section 8 above, to fairly reflect the diminution of the value of rights granted to Ozarks hereunder. District will pay Ozarks a refund of any prepaid amounts in excess of such reduced fees and other consideration and a pro rata refund of the costs of refurbishing and installing Equipment.

13. Termination. If (a) District breaches any of its obligations set forth in this Agreement, (b) any federal, state, or local law, rule, regulation or order prohibits, restricts, or in any manner interferes with the sale or advertising of Beverages, or (c) District's full right and authority to enter into this Agreement and to grant and convey to Ozarks the rights set forth herein, has expired or been revoked, then at Ozarks' option, and not as its sole remedy (it being the understanding of the parties that all remedies available under applicable law shall be available to Ozarks), Ozarks may terminate this Agreement, and District shall:
 - a. Provide immediate physical access to Ozarks for the removal of any Equipment;
 - b. Pay Ozarks a pro rata portion of the costs of refurbishing and installing Equipment; and
 - c. Pay Ozarks the unearned portion of any prepaid fees, funding, or other consideration, including, but not limited to, the consideration described in Section 8 above.
14. Force Majeure. The failure of a party hereto to comply with the terms and conditions hereof because of an act of God, strike, labor troubles, war, fire, earthquake, epidemic/pandemic, act of terror or public enemies, action of federal, state, or local governmental authorities, or for any reason beyond the reasonable control of such party ("Force Majeure Event"), will not be deemed a breach of this Agreement. Such party will resume full performance of and compliance with the terms and conditions hereof promptly upon removal of any such Force Majeure Event.
15. Claims. In no event will Ozarks accept any audits of, or claims of discrepancies or errors in, pricing, rebates, commissions, funding, fees, discounts, or other consideration provided under this Agreement ("Claims") more than forty-five (45) days from the date of invoice, commission report, check or other applicable documentation. In order to submit a Claim, District shall provide Ozarks a detailed written request specifying the particular price, commission, funding, product, amount in dispute and reason for dispute, along with a true copy of the original invoice, commission report, check or other applicable documentation. Ozarks will review each Claim in good faith and provide responses to each Claim submitted in accordance with this Section. Ozarks will work directly with the District to resolve any Claims or audit issues but will not interact with third-party auditors or contractors. Any audits requested by District shall take place during normal business hours and shall be conducted at Ozarks' place of business.

16. Notice. Any notice or other communication under this Agreement must be in writing and must be sent by registered mail or by an overnight courier service (such as Federal Express) that provides a confirming receipt. Notice is considered duly given when it is properly addressed and deposited (postage prepaid) in the mail or delivered to the courier. Unless otherwise designated by the parties, notice must be sent to the following addresses:

a. If Ozarks: Ozarks Coca-Cola/Dr Pepper Bottling Company
Attn: Account Executive II, Education
1777 N. Packer Rd.
Springfield, MO 65803

i. With a copy to: Ozarks Coca-Cola/Dr Pepper Bottling Company
Attn: General Counsel
1777 N. Packer Rd.
Springfield, MO 65803

b. If District: Chanute USD 413 School District
Attn: Superintendent of Schools
321 E Main St
Chanute, KS 66720

17. Authority. District represents and warrants that it has full right and authority to enter into this Agreement and to grant and convey to Ozarks the rights set forth herein. District further represents and warrants that all necessary approvals for the execution, delivery, and performance of this Agreement by District have been obtained.

18. No Conflicting Rights. District represents and warrants that no third parties hold any contractual rights that could reasonably be expected to adversely affect the rights granted to Ozarks in this Agreement. District will not, during the Term, enter into any agreement with any third party that could prevent District from fully complying with the terms and conditions of this Agreement.

19. Governing Law and Venue. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the state of Missouri, without reference to its conflict of law rules. Each party submits to the jurisdiction of Federal and State courts in Greene County, MO in any dispute regarding this Agreement.

20. Compliance with Law. 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 licenses, registrations, or other approvals required in order to fully perform its obligations hereunder.

21. Equitable Relief. District acknowledges the rights granted to Ozarks herein are unique and of indeterminate value, the loss of which cannot be fully compensated by monetary damages in an action at law or any application of other remedies described herein. As a result, District

acknowledges and agrees that, in addition to any other available remedies, in the event of a material impairment, restriction, or limitation of any of Ozarks' rights hereunder, Ozarks will be entitled to seek and obtain equitable relief, including an injunction requiring full compliance with this Agreement along with all of Ozarks' costs, expenses, and reasonable attorney fees.

22. Jury Waiver. **EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHTS 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.
23. Status and Independence of Parties. Nothing herein shall create or be construed as creating a partnership, joint venture arrangement, or agency relationship between the parties and no party shall have the authority to bind the other in any respect.
24. Severability. If any portion of this Agreement is severed, that is, held indefinite, invalid, or otherwise unenforceable, the rest of this Agreement will continue in full force. But if the severance of a provision affects a party's rights, the severance does not deprive that party of its available remedies, including the right to terminate this Agreement.
25. Intellectual Property. District shall not obtain, by this Agreement, any right, title, or interest in the trademarks of The Coca-Cola Company or Ozarks, nor shall this Agreement give District the right to use, refer to, or incorporate in marketing or other materials the name, logos, trademarks, or copyrights of Ozarks or The Coca-Cola Company.
26. Confidentiality. During the Term, and for one (1) year period thereafter, the parties shall keep the terms of this Agreement confidential, except if disclosure is required by state law, federal law, or by a court order.
27. Entire Agreement. Except as set forth in the EPA, this Agreement and its Exhibits contain the entire agreement between the parties with respect to the subject matter hereof. The parties agree there are no representations, understandings, stipulations, agreements, or promises pertaining to the subject matter of this Agreement that are not incorporated in this Agreement and its Exhibits.
 - a. Ozarks will not be bound by any standard or preprinted terms or conditions contained in District's purchase orders, acknowledgements, invoices, vendor allowance forms or other District 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.
28. Amendments/Waivers. All amendments to or waivers of this Agreement must be in writing and signed by all parties to be effective. Ozarks' delay or failure to exercise any of its rights hereunder will not operate as a waiver thereof.
29. Counterparts; Facsimile. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all such counterparts, taken together, will constitute one and the same instrument. A facsimile or electronically submitted signature of any party

to this Agreement will be considered to have the same binding legal effect as an original signature.

[signatures on next page]

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

Ozarks Coca-Cola/Dr Pepper Bottling Co.

Chanute USD 413 School District

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A: Standard Pricing Schedule

Carbonated Soft Drinks	Units/Cases	Case Price
20oz Sparkling	24	\$ 26.54
Water	Units/Cases	Case Price
20oz Dasani	24	\$ 18.55
Isotonic Beverages	Units/Cases	Case Price
20oz Powerade	24	\$ 19.48
16oz BodyArmor	12	\$ 21.50
Tea		
18.5oz Gold Peak	12	\$ 17.54

Exhibit B: Commission Rates and Initial Vend Prices

Vended Products	VEND RATE	Commission Rate
20oz Sparkling	\$2.00	25%
20oz Powerade	\$2.00	25%
20oz Dasani	\$2.00	25%
18.5oz Gold Peak Tea	\$2.00	25%

A twenty five cent (\$0.25) vend rate increase per unit will occur in years three (3) and five (5) of the agreement.