

License and Supplier Agreement

This License and Supplier Agreement ("Agreement") for all concession and beverage vending machine sales is effective July 1, 2018, by and between Brecksville-Broadview Heights City School District Board of Education, 6638 Mill Road, Brecksville, Ohio 44141 ("School") and The American Bottling Company ("Company"), an affiliate of Dr Pepper Snapple Group, Inc., having its principal place of business at 8400 Darrow Road, Twinsburg, OH 44087. The Food Service Cafeteria Operations will be a non-exclusive agreement, as they will have the ability to purchase water, coffee, juice, milk and other drinks of their choosing within the terms set-forth below.

In consideration of the mutual covenants and agreements herein contained, the parties do agree as follows:

1. Definitions.

1.1. "Beverages" means all soft drinks, carbonated and non-carbonated, including isotonic beverages (ready to drink and powdered), bottled water, ready-to-drink tea, New Age products including Snapple, Body Armor, Vita Coco and juice products, manufactured or distributed by Company which are sold in beverage vending machines located on the Premises owned by the School and which are sold in the athletic concessions.

1.2. "School Year" means each twelve (12) month period commencing August 1 through the following July 31.

1.3. "Events" for purposes of this agreement, means all organized events associated with or conducted in connection with the School, including, without limitation to any other organizations sanctioned by the School, wherein the School's concessions apparatus/facilities are utilized for the sale of beverages.

1.4. "Marks" means "Dr Pepper" and "Seven Up," the Dr Pepper and Seven Up designs, the Dr Pepper and Seven Up marks, and any other trademarks owned and/or approved for use by "Company" and its affiliates.

1.5. "School" refers to all Brecksville-Broadview Heights School buildings and includes all existing and future campuses, facilities, , and concessions owned and operated by the School (collectively "Facilities").

1.6. "Term" refers to the term of this Agreement which shall commence August 1, 2018 and end July 31, 2023 or upon the sale by Company of Seven Thousand (7,000) cases of Beverages at the School, whichever occurs later.

2. License. Company is granted the exclusive right and privilege for all concession and beverage vending machine sales, as set forth herein, for a period of five (5) School Years commencing August 1, 2018 and ending July 31, 2023 (or upon the sale by the Company of 7,000 cases, which occurs later), to be the exclusive provider of Beverages through automatic vending machines ("Machines") and athletic facility concessions at the Facilities and at such locations at each Facility as are mutually agreed upon by the parties. The Machines shall be

stocked consistent with the guidelines of Alliance for A Healthier Generation, unless otherwise authorized by the Food Service Supervisor or Director of Business Services.

3. Installation and Service. All Machines shall remain the property of Company and shall be installed by Company at its expense, and shall be placed, maintained and serviced by Company so as to ensure that such Machines are kept in good working order and condition, are clean and sanitary. The Machines must remain operable during Facility hours and during all School functions as allowed by law. The parties agree that once the placement of the Machines has been agreed upon, they shall not be altered except by mutual agreement of the parties. The terms of this agreement will transfer to a new school building and facilities operated by the school district; there will be no penalty to the school district as a result of the closure of 4 elementary school buildings and their consolidation into a single building.

4. Consideration. Company shall pay to the School each School Year a Sponsorship Fee. The Sponsorship Fee for the first School Year will be \$8,000; for each School Year thereafter the Sponsorship Fee will be \$5,000. This annual payment shall not be paid after year (5) of the agreement in case the Term of the Agreement will be extended due to the case requirement sale of 7,000 cases. The Sponsorship Fee shall be due on or before September 1 of each School Year. Company shall also pay to the School a quantity commission of Twenty-Five percent (25%) on the revenue generated from the sale of Beverages through the Machines and shall furnish to School a monthly statement of all Beverages sold at the Facilities. The prices for Beverages sold or distributed in Machines shall be the Company's standard pricing for Beverages sold at schools K through 12. A quarterly review of the program and beverage consumption volumes per school will be provided with this quantity payment.

Regarding prices, the Company reserves the right to increase prices one time for each School Year by an amount not to exceed three percent (3%) per school year, to be announced prior to August 1 and become effective August 1 of each school year. In addition to the annual price increase, Company may charge for or increase the price of Beverages by the amount of any applicable local, state or federal taxes levied upon the distribution, sale or other transfer of, or other assessment against, Beverages. Such charges will be limited to the amount of taxes or other assessments actually assessed on the products subject to same. This provision supersedes any inconsistent terms and conditions set forth in this Agreement and any other agreement between the parties. Other than in the situation in which the taxes referenced above are imposed, the company must establish and document the market conditions supporting the need to increase prices. This must occur 60 days in advance of any annual price increases. The company will establish Market conditions based on the trade-pricing letter. The company will provide trade-pricing K-12 for all years of the agreement. See Exhibit A for pricing in the first year of the agreement.

The Company shall also contribute Years 1 - 5, \$200.00 for Menu Boards or other POS material mutually agreed upon by the Parties.

5. Termination and Continuation.

5.1. If either party defaults and/or breaches its performance of any obligations provided for in this Agreement, the other party shall give written notice of the default, and thereafter may terminate this Agreement unless such default and/or breach is cured within thirty (30) days from the date of notice. If the default and/or breach is not cured within said thirty (30) day period, this

Agreement shall be automatically terminated at the expiration of said thirty (30) days. In the event of an uncured breach or default by School, School shall pay to Company a pro rata portion of the Sponsorship Fee paid to School for the School Year in which the breach/default occurs. Further, any failure by School to perform any of the promises set forth in this Agreement, shall be deemed as authorization to Company to allow Company access to the Facilities to pick up each and every piece of Company's Machines and other equipment, at times that are commercially reasonable in the sole determination of School, which shall not be unreasonably withheld. If Schools default is caused by an "act of God" there will be no penalty to school.

5.2. Upon termination or expiration of this Agreement, School shall immediately cease use of the Marks in any way except for existing advertising. Furthermore, School will at no time during and after termination of this Agreement adopt or use, without Company's prior written consent, any work, mark or design which is similar to or likely to be confused with the Trade Marks. The company will remove all equipment within 30 days of notification from School, upon termination or expiration of this agreement.

5.3. School agrees that for the entire term of this Agreement, it will neither negotiate nor enter into any contract or agreement with any other person or entity relating to Beverage sales in vending machines located on School premises and in athletic concessions. School agrees that during the entire term of this Agreement it will continuously offer Beverages at the Facilities in the manner set forth herein.

6. Entire Agreement. This instrument contains the entire agreement between the parties hereto and supersedes any other agreements between the parties. There are no agreements, oral or written, which are not expressly included herein. Any existing agreements between these parties and which are inconsistent with the terms of this Agreement shall become ineffective and terminated upon execution of this Agreement. The terms and provisions of this Agreement shall not be altered, amended, waived, modified or terminated, except by agreement in writing, signed by the parties. This agreement shall be construed according to the laws of the State of Ohio. Venue for any actions brought hereunder shall be in the State of Ohio.

7. Authorization. The ratification and authorization of this Agreement is evidenced by the authorized signature of both parties upon this contract. Each person signing this document has the authority to execute this contract.

8. Indemnification and Liability. Company shall indemnify and hold harmless the School, its officers, agents and employees from all suits, actions, losses, damages, claims or liability of any character, type or description, including attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by negligent or willful acts or omissions, of Company or its agents or employees, in the execution or performance of this contract.

By the signature below of its authorized representative, each of the parties accepts the terms set forth above:

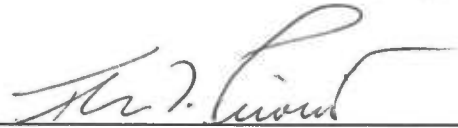
Brecksville-Broadview Heights City Schools

The American Bottling Company

Name:

Title:

Date:



Name:

Title: *Regional I C manager*

Date:

6-21-18

Exhibit A



Trade Pricing Letter - K-12 PP
Northeast Region
January 15th 2018 thru January 15th 2019

CSD -Regular	Brand	Units per Case	Whsl.	Trade Discount	Net Case Price	Unit Cost
20OZ/591ML PLASTIC BLS 24	All CSD's	24	\$ 30.00	\$ 11.50	\$ 18.50	\$ 0.77
12OZ/355ML ALUM CAN	All CSD's	24	\$ 14.00	\$ 5.15	\$ 8.85	\$0.37
7.5OZ ALUM CAN	All CSD's	24	\$ 14.00	\$ 5.75	\$ 8.25	\$0.34
67.6OZ/2L PLASTIC BTLS 8	All CSD's	8	\$ 16.00	\$ 4.56	\$ 11.44	\$1.43
67.6OZ/2L PLASTIC BTLS Pre Priced 8	All CSD's	8	\$ 16.00	\$ 9.44	\$ 6.56	\$0.82
33.8OZ/1L PLASTIC BTLS 15	All CSD's	15	\$ 24.00	\$ 5.20	\$ 18.80	\$1.25
16.9OZ/.5L/500ML PET	All CSD's	24	\$ 24.00	\$ 5.50	\$ 18.50	\$0.77
10OZ/295ML GLASS BTL6PK X 4	All CSD's	24	\$ 18.40	\$ -	\$ 18.40	\$0.77
12OZ/355ML PET	All CSD's	24	\$ 26.00	\$ 8.00	\$ 18.00	\$0.75
12 OZ GLASS STEWARTS	All CSD's	24	\$ 26.00	\$ 9.00	\$ 17.00	\$0.71
2.5 GAL BIBB	All CSD's	1	\$ 38.00	\$ 0.22	\$ 37.78	\$37.78
5 GAL BIBB	All CSD's	1	\$ 76.00	\$ 9.86	\$ 66.14	\$66.14
Tea-RTD						
8OZ PLASTIC BOTTLES 6PK X 4	SNAPPLE	24	\$ 13.75	\$ 0.50	\$ 13.25	\$0.55
11OZ SNAPPLE CANS	SNAPPLE	24	\$ 14.00	\$ 1.00	\$ 13.00	\$0.54
16OZ/473ML GLASS BTLS 12	Snapple	12	\$ 15.00	\$ 4.75	\$ 10.25	\$0.85
16OZ/473ML GLASS BTLS 6PK X 4	Snapple	24	\$ 30.00	\$ 9.50	\$ 20.50	\$0.85
18.5 OZ PET	Snapple	12	\$ 18.00	\$ 7.25	\$ 10.75	\$0.90
20 OZ PET	Snapple	24	\$ 28.50	\$ 10.00	\$ 18.50	\$0.77
32OZ/ PET PREMIUM	Snapple	12	\$ 18.00	\$ 3.00	\$ 15.00	\$1.25
64OZ/ PET PREMIUM	Snapple	8	\$ 24.00	\$ 9.05	\$ 14.95	\$1.87
1liter PET Value	Snapple	12	\$ 18.00	\$ 10.32	\$ 7.68	\$0.64
16OZ/473ML ALUM CANLS 24	Snapple Pre-Price	24	\$ 18.00	\$ 6.60	\$ 11.40	\$0.48
WATER - BOTTLED						
20OZ/591ML PLASTIC BLS 24	DEJA BLUE 0-9 cases	24	\$ 30.00	\$ 22.00	\$ 8.00	\$0.33
20OZ/591ML PLASTIC BLS 24	DEJA BLUE 10-19 cases	24	\$ 30.00	\$ 23.00	\$ 7.00	\$0.29
20OZ/591ML PLASTIC BLS 24	DEJA BLUE 20+ cases	24	\$ 30.00	\$ 23.25	\$ 6.75	\$0.28
33.8OZ/1L PLASTIC BTLS 15	DEJA BLUE	15	\$ 24.00	\$ 12.00	\$ 12.00	\$0.80
.5L/16.9OZ/500ML	DEJA BLUE 0-9 cases	24	\$ 24.00	\$ 16.00	\$ 8.00	\$0.33
.5L/16.9OZ/500ML	DEJA BLUE 10-19 cases	24	\$ 24.00	\$ 17.00	\$ 7.00	\$0.29
.5L/16.9OZ/500ML	DEJA BLUE 20+ cases	24	\$ 24.00	\$ 17.25	\$ 6.75	\$0.28
700ML	FIJI	12	\$ 21.00	\$ 5.00	\$ 16.00	\$1.33
33.8OZ/1L PLASTIC BT	FIJI	12	\$ 24.00	\$ 4.00	\$ 20.00	\$1.67
16.9OZ/0.5L/500ML PLLS	FIJI	24	\$ 24.00	\$ 3.00	\$ 21.00	\$0.88
50.7OZ/1.5L PLASTICLS 12	FIJI	12	\$ 24.00	\$ 0.50	\$ 23.50	\$1.96
10.1OZ/0.3L PLASTIC6PK X 6	FIJI	24	\$ 28.00	\$ 1.25	\$ 26.75	\$1.11
JUICE DRINKS						
16OZ/473ML PLASTIC BLS 12	SUNNY D	12	\$ 16.00	\$ 5.00	\$ 11.00	\$0.92
11.5 OZ CANS	SNAPPLE	12	\$ 15.00	\$ 2.00	\$ 13.00	\$1.08
16OZ GLASS	NANTUCKET	12	\$ 30.00	\$ 18.50	\$ 11.50	\$0.96
12OZ/355ML ALUM CAN12PK X 2	CANADA DRY	24	\$ 14.00	\$ 5.50	\$ 8.50	\$0.35
ENERGY DRINKS						
16OZ/ 473 ML ALUM CAN PP	VENOM PRE PRICE	24	\$ 36.00	\$ 20.00	\$ 16.00	\$0.67
16OZ/ 473 ML ALUM CAN NON PP	VENOM NON PRE PRICE	24	\$ 36.00	\$ 12.00	\$ 24.00	\$1.00
16OZ/473ML ALUM CAN LS12	XYIENCE	12	\$ 24.00	\$ 7.00	\$ 15.00	\$1.25
16OZ/455ML PLASTICLS 12	HYDRIVE	12	\$ 18.00	\$ 2.00	\$ 16.00	\$1.33
WATER - ENHANCED						
14.5OZ/429ML PLASTICLS 12	NEURO	12	\$ 25.00	\$ 5.00	\$ 20.00	\$1.67
11.2OZ DRINK BOX	VITA COCO	12	\$ 20.00	\$ 3.50	\$ 16.50	\$1.38
17OZ/503ML DRINK BOXLS 12	VITA COCO	12	\$ 25.00	\$ 2.00	\$ 23.00	\$1.92
1 liter/33.8OZ DRINK BOX LS 12	VITA COCO CHOCOLATE	12	\$ 45.00	\$ 2.00	\$ 43.00	\$3.58
1 liter/33.8OZ DRINK BOX LS 12	VITA COCO	12	\$ 45.00	\$ 2.00	\$ 43.00	\$3.58
18 OZ PLASTIC BOTTLE	BAI 5	12	\$ 24.00	\$ 6.50	\$ 17.50	\$1.46
BAI BUBBLE 11.5 OZ CAN	BAI 5	12	\$ 24.00	\$ 8.50	\$ 15.50	\$1.29
BAI ANTIOXIDANT WATER 18oz	BAI 5	12	\$ 24.00	\$ 11.50	\$ 12.50	\$1.04
BAI ANTIOXIDANT WATER 1L	BAI 5	12	\$ 24.00	\$ 7.50	\$ 16.50	\$1.38
20OZ/591 ML PASTIC SPORTS CAP	CORE	24	\$ 36.00	\$ 13.05	\$ 22.95	\$0.96
23.9OZ	CORE	24	\$ 40.00	\$ 13.00	\$ 27.00	\$1.13
30.4OZ	CORE	12	\$ 24.00	\$ 9.00	\$ 15.00	\$1.25
BODY ARMOR WATER 23.6OZ./700ML	BODY ARMOR	24	\$ 24.00	\$ -	\$ 24.00	\$1.00
BODY ARMOR WATER 33.8OZ./1L	BODY ARMOR	12	\$ 14.50	\$ -	\$ 14.50	\$1.21
CORE ORGANIC 18OZ/532ML	CORE ORGANIC	12	\$ 24.00	\$ 4.00	\$ 20.00	\$1.67
SPORTS DRINKS						
16 OZ PLASTIC BOTTLE	BODY ARMOR	12	\$ 36.00	\$ 21.50	\$ 14.50	\$1.21
28OZ. PLASTIC BOTTLE	BODY ARMOR	12	\$ 30.00	\$ 12.00	\$ 18.00	\$1.50
OTHER						
15.5OZ/455ML GLASS BLS 24	YOO HOO	24	\$ 30.00	\$ 10.50	\$ 19.50	\$0.81
11oz. Tetra Pack	YOO HOO	12	\$ 15.00	\$ 3.40	\$ 11.60	\$0.97
11OZ CANS 6PKX4	YOO HOO	24	\$ 14.00	\$ -	\$ 14.00	\$0.58
8OZ. CAN	HIGH BREW	12	\$ 22.00	\$ 3.00	\$ 19.00	\$1.58
12OZ. PET	CLAMATO	12	\$ 16.00	\$ 3.50	\$ 12.50	\$1.04