

VENDING AGREEMENT

This sets forth the agreement (the “**Agreement**”) between Bottling Group, LLC, a Delaware limited liability company, and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company with an office located at 1424 Burton Ave, Waterloo, IA 50703 (“**Company**”) and the Cedar Falls Community School District in Cedar Falls, Iowa 50613.

(“**Customer**”) relating to the vending of beverage products in, around, or on each of the buildings, grounds or properties of locations currently or during the Term owned, managed or operated by the Customer (“**Locations**”). A list of current Locations is attached hereto as **Attachment A**.

1. **Term.** The term of this Agreement will be for a period of two years (2), commencing on July 1, 2018 and expiring on June 30th, 2020 (the “**Term**”). As used in this Agreement, the capitalized term “**Year**” shall mean each one (1) year period during the Term, commencing on the first day of the Term or an anniversary thereof.

2. **Renewal.** This Agreement shall automatically renew for additional periods of one (1) Year each unless contrary written notice is given by either party at least sixty (60) days prior to expiration of the initial Term or any renewal thereof.

3. **Exclusive Vending Machine Placement.** Customer agrees to permit only those vending machines placed and operated by the Company to operate at the Locations (“**Vending Machines**”). Products manufactured, sold or distributed by the Company (“**Products**”) shall be offered for resale only through Vending Machines. Customer represents and warrants, and undertakes to ensure, that the food, snack and beverage Products sold through the Vending Machines shall be the exclusive food, snack and beverage products advertised, promoted, identified, offered for sale or otherwise made available at the Locations during the Term. *Note: exclusive foods only relates to foods sold through vending machines.*
Note 2: Exclusive Pepsi products available, with the exception of Foreign Products (Coke, Diet Coke, Dr. Pepper, Diet Dr. Pepper) available to be offered in Faculty Lounge machines only.

4. **Commissions.** In consideration of the rights granted by Customer hereunder and provided that the Customer is in full compliance with its obligations hereunder, Company agrees to pay to Customer a commission of 18% on beverage items and 10% on snack items, as a percentage of the actual cash (“**cash in bag**” or “**CIB**”) collected by Company from the Vending Machines placed at the Locations, less any applicable fees, deposits and taxes (“**Commissions**”).

5.

Products (excluding food items)	Minimum Vend Price	Comm.
Beverage	1.00-Variable Prices	18%
Snack	1.00-Variable Prices	10%

*Commission Rate stated above shall only apply to Products sold by Company through its Vending Machines at the beginning of the Term. If Company proposes any new products to the Customer during the Term, then Company shall have the right to apply a different Commission Rate and/or Minimum Vend Price for such new product.

(b) **Vend Price.** The minimum vend price necessary for Customer to qualify for any Commissions is set forth above. Company will maintain the vend price for the first year of the Term; thereafter, Company shall have the absolute right, at its sole discretion, to change such vend prices as it deems appropriate in light of cost of goods increases or to otherwise stay reasonably competitive with applicable vending prices

for similar accounts operating in the relative geography.

6. **Maintenance and Repair.** Customer shall not itself, and shall not permit any other party to, repair, service, maintain, replace, relocate, move, remove, stock or access any Vending Machines. Company shall use its commercially reasonable efforts to keep the Vending Machines in good working order and condition at all times during the Term. Company shall have the exclusive right to repair, replace, refurbish, move or remove any specific Vending Machines, at its sole discretion. Notwithstanding the foregoing, Customer agrees to use its best efforts to keep the Vending Machines in clean and sanitary condition, wholly free of all advertising and other materials, at all times. In addition, Customer agrees to promptly notify Company of any need for repair or service, of any consumer complaints respecting the Vending Machines. Customer further agrees to fully cooperate with Company in effecting any necessary repairs or service, or in addressing any consumer complaints received.

7. **Risk of Loss; Vandalism.** Except as is reasonably attributable to the acts or omissions of Customer's personnel or other contractors, Company shall bear the risk of loss to the Vending Machines and any Products or monies contained therein from theft or vandalism while the Vending Machines are placed at the Locations; provided, however, that in the event of repeated or significant theft, vandalism, destruction or loss, without limitation, Company shall specifically have the right to remove or move any Vending Machines.

8. **Default and Termination.** In the event either party breaches a material provision hereof (such breach referred to as a "*Default*"), the non-breaching party shall give the other party written notice of such Default. In the event the Default is remedied within thirty (30) days from the date notice is received, the notice shall be null and void. If such Default is not remedied within the specified 30-day period, the non-breaching party may terminate this Agreement upon the expiration of such remedy period upon an additional thirty (30) days prior written notice. In addition, the rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights available to either party in law or in equity.

9. **Rights Upon Termination.** Upon termination of this Agreement by either party, Customer shall permit Company reasonable access to the Locations, free from any claims of trespass, for purposes of removing the Vending Machines and any other Company property at the Locations within thirty (30) days from termination of this Agreement. Until such time as all such Vending Machines and property is removed, Customer's obligations with respect to care of the Vending Machines shall continue as set forth herein, and Customer shall be responsible to Company for all costs and expenses associated with damaged Vending Machines or missing pieces/equipment, excepting reasonable wear and tear. Company shall use its best efforts to leave each equipment site in the condition in which it existed prior to placement of the Vending Machines, excepting reasonable wear and tear and any damage which may have occurred which was beyond Company's reasonable control and/or anticipation.

10. **Confidentiality.** Except as may otherwise be required by law or legal process, neither party hereto shall disclose to any third party the terms and conditions of this Agreement or any information respecting sales or revenue of the Vending Machines, during the Term or thereafter. This obligation shall survive termination of this Agreement.

11. **Assignment/Successors in Interest.** To the extent permitted by law, this Agreement shall be binding upon and inure to the benefit of Company and the Customer and its respective successors and permitted assigns. The Customer may not subcontract or assign its rights or obligations under this Agreement to any other entity or person without the express written consent of Company, which consent may be withheld at its sole discretion.

12. **Entire Agreement; Modification; Waiver.** This Agreement contains the entire understanding and agreement between the parties hereto regarding the placement of Vending Machines at the Locations and supersedes all other agreements between the parties respecting such. The provisions of this Agreement may only be amended, modified or waived by written statement, signed by each of the parties.

13. **Representations and Warranties.** Each of the parties to this Agreement represent and warrant that it has the full right, power and authority to enter into, and perform its obligations under, this Agreement and that the terms and conditions of this Agreement shall not violate, interfere with or infringe upon the rights of any third parties pursuant to written agreement or otherwise. Each party further represents that it has obtained all of the necessary approvals and has complied with all laws, ordinances, codes, rules and regulations relating to its entering into this Agreement and its performance hereunder.

ACCEPTED AND AGREED:

BOTTLING GROUP, LLC	Cedar Falls Community School District
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Attachment A
List of Schools and Addresses

Vending machines will only be added and/or picked up from the below list of locations upon approval from the Director of Business Affairs of the Cedar Falls Community School District. Vending machines are to be located in the faculty/employee lounge only.

School	
Aldrich	2526 Ashworth Dr.
Cedar Heights	2417 Rainbow Dr.
Hansen	616 Holmes Dr.
Lincoln	321 W. 8th St.
North Cedar	2419 Fern Ave.
Orchard Hill	3909 Rownd St.
Southdale	627 Orchard Dr.
Holmes Jr. High	505 Holmes Dr.
Peet Jr. High	525 E. Seerley Blvd
High School	1015 S. Division St.
Transportation	2201 Fairview Dr.
Warehouse	2201 Fairview Dr.
Bldg. & Grounds	2201 Fairview Dr.
ITS	3809 Cedar Heights Dr.
Robinson Admin Center	1001 W. First St.