

2015 COMPETITIVE OFFER
BEVERAGE AGREEMENT
(East and Central Region)

Effective Date: _____, 2015

Parties: CCR: Coca-Cola Refreshments USA, Inc., a Delaware corporation, and /or its U.S. bottling subsidiaries
CUSTOMER: Lexington Athletic Complex, a _____ corporation
ADDRESS: 4286 121ST AVE NE
BLAINE, MN 55449

Term: The later of (1) 5 years from the Effective Date, OR (2) the date that is the earlier of: a) when Customer purchases 2000 standard physical cases of CCR Products, whether bottle/can BIB Postmix.

Conversion Fee: \$1,250.00

1. Definitions

(a) "Beverages" means 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 and brands and products of water purification and beverage making systems (e.g. Brita®, Soda Stream®, Keurig®) are deemed to be included in this definition. For the avoidance of doubt, "flavor enhancers", "liquid water enhancers", , and non-alcoholic beverages sold as "shots" or "supplements" are considered Beverages.

(b) "Competitive Products" shall mean all Beverages which are not CCR Products. All CCR equipment placements will be subjected to CCR's standard placement terms.

(c) "Facility" shall mean the entire premises of Customer at the address above and includes, without limitation, the grounds, all vending and concession areas, branded and unbranded food service outlets and dining facilities.

(d) "CCR Products" shall mean (1) bottle/can Beverage products delivered by CCR from the CCR distribution center servicing the Customer or by an authorized ARTM distributor of The Coca-Cola Company or sold through vending machines owned and stocked exclusively by CCR, and (2) BIB Postmix Beverage products of The Coca-Cola Company purchased directly from an authorized postmix distributor of The Coca-Cola Company.

2. Product Rights

(a) Customer hereby agrees to exclusively sell CCR Products at the Facility. Customer and/or its Concessionaires shall purchase all CCR Products (and cups, lids and carbon dioxide, if applicable) directly from CCR except that Customer may buy BIB Postmix CCR Products from an authorized postmix distributor of The Coca-Cola Company, and CCR Products in bottles and cans from authorized ARTM distributors of The Coca-Cola Company. No Competitive Products may be sold, dispensed, sampled or served anywhere at the Facility.

(b) Customer hereby grants to CCR the exclusive Beverage vending rights at the Facility. All CCR equipment placements will be subject to CCR's standard placement terms.

3. Pricing Funding Discounts Funding. Customer shall be entitled to purchase CCR Products from CCR at Trade Letter price for bottle and can CCR Products and at The Coca-Cola Company's then published chain account price for BIB Postmix Beverage products, minus the funding discounts set forth in Exhibit A. Such Funding Discounts shall remain in effect until one year from the Effective Date. Thereafter, discounts are subject to change with thirty (30) days' notice. Trade Letter and published chain account prices are always subject to change with thirty (30) days' notice. CCR may offer tiered pricing that requires Customer to order certain quantities or to comply with CCR's minimum order quantities to get the contractual price or may charge a delivery fee if such minimums are not met. Funding discounts are not available on CCR Products purchased from authorized distributors.

4. Rebates. CCR will pay Customer the rebates ("Rebates") on CCR products set forth on Exhibit A. The Rebates shall be paid annually, in arrears, within sixty (60) days after the end of each calendar year in which the Rebates were earned, and

will be based on CCR's sales records, or Matrix Volume Reporting. The Rebates shall not be earned for sales of CCR Products through CCR's vending machines.

5. Conversion Fees. In consideration of the rights and benefits granted to CCR hereunder, CCR agrees to pay Conversion Fees specified above within sixty (60) days after the date this Agreement is fully executed. The Conversion Fees shall be deemed earned evenly over the entire Term.

6. Termination. If Customer breaches any of its obligations set forth in this Agreement, then at its option and not as its sole remedy, CCR may terminate this Agreement, and Customer shall (i) return any Equipment, (ii) pay to CCR the unearned portion of the Conversion Fees and (iii) pay to CCR a pro rata portion of the costs of refurbishing and installing the Equipment.

7. Miscellaneous.

Disputes and Governing Law. This Agreement and any dispute arising out of or relating to it will be governed by and construed in accordance with the laws of the State of Georgia without reference to its conflict of law rules. The prevailing party in any dispute arising out of or relating to this Agreement will be entitled to recover its reasonable attorneys' fees and other costs and expenses of litigation. The exclusive venue for litigation will 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. Any disputes with regard to funding made or to be made under this Agreement must be raised within one year after the end of the Term.

Arbitration. At Bottler's election, any dispute arising out of or relating to these Terms or any other aspect of the parties' relationship, including the breach, termination or validity thereof, shall be finally resolved by arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect as of the date the matter is referred to arbitration. IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER CUSTOMER NOR CCR WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM... FURTHER, CUSTOMER WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION.

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.

Each of the parties hereto agrees that it will 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. Customer shall not obtain, by this Agreement, any right, title or interest in the trademarks of The Coca-Cola Company or CCR, nor shall this Agreement give Customer the right to use, refer to, or incorporate in marketing or other materials the name, logos, trademarks or copyrights of CCR or The Coca-Cola Company. During the Term, and for a one (1) year period thereafter, the parties shall keep the terms of this Agreement confidential. This Agreement may not be assigned by Customer without the prior written consent of CCR. All amendments to or waivers of this Agreement must be in writing signed by all the parties. This Agreement and its exhibits contains the entire agreement between the parties with respect to the subject matter hereof.

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

CCR

CUSTOMER

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: _____

Address: _____
