



November 20, 2024

To: Kelly North/MuckRock.com

Subject: PRR 6667 Response

Via Email:

View request history, upload responsive documents, and report problems here:

https://accounts.muckrock.com/accounts/login/?next=https%3A%2F%2Fwww.muckrock.com%2Faccounts%2Flogin%2F%3Fnext%3D%252Faccounts%252Fagency_login%252Fcentral-washington-university-31021%252Fbeverage-agreements-central-washington-university-174496%252F%253Femail%253Dpublicdisclosure%252540cwu.edu&url_auth_token=AAEo5SM03xORWXs5QXxAUErj9rg%3A1t17O2%3AfvnIvHXyMfyBd1BiRrdec1p2--pmxkt066jz1Cv0t3Y

If prompted for a passcode, please enter:

WRHUYMMW

Filed via MuckRock.com

E-mail (Preferred): 174496-66951093@requests.muckrock.com

Good morning, Kelly:

Attached to this email you will find all the responsive records from Central Washington University, which are being provided in response to your records request that was received in our office on 10/16/2024 fulfilling your request for "Agreements related to the beverage pouring rights, distribution, or sales on campus or in athletics venues or facilities. Including any related exclusive marketing agreements for beverage brands in those areas."

No redactions or exemptions have been applied to the responsive records.

Because the records are being produced electronically, the reproduction fee has been waived. As a result, as of the date of this email, your records request is considered closed. Please be aware there is a one-year statute of limitations for judicial review of this request which starts as of the date of this email. You may ask follow-up questions regarding our response to your records request emailing publicdisclosure@cwu.edu. Please include your request reference number of 6667 in your correspondence.

If you have any questions, do not hesitate to call me at (509) 963-2310.

Kind Regards,

Christine Bowers
Program Specialist

Business Services

400 East University Way • Ellensburg, WA 98926-7474 • Office: 509-963-2310 • Fax: 509-963-2336

Kamola Hall, Room 128 • Web: www.cwu.edu/business-services

EEO/AA/TITLE IX INSTITUTION • FOR ACCOMMODATION E-MAIL: CDS@CWU.EDU

Letter of Agreement between The CWU Foundation and Iron Horse Brewery

Fiscal Year 2023-24

Purpose. This letter details the agreement between the CWU Foundation (CWUF) 400 E. University Way, Ellensburg, and its primary contact representatives from the CWU Alumni Association and CWU Athletics and Iron Horse Brewery (IHB) 1621 Vantage Hwy, Ellensburg, WA 98926

Term. This Agreement shall begin on the date of signing and conclude June 30, 2024, and may be renewed by mutual agreement.

Duties of CWUF and IHB.

1. Program representatives of the CWU Foundation (CWUF), namely CWU Athletics and CWU Alumni Association will receive gift in kind donation of Iron Horse Brewery donated beer and ciders to support specific events and programs outlined below.
2. Iron Horse Brewery will receive visible brand presence and at events in the form of signage, logos, program lotos and product descriptions (provided by IHB)
3. In each of the programs and events listed below CWU staff from the appropriate program area will coordinate product needs, procurement plan and any additional support (serving support, marketing materials, etc.) to be agreed upon by both parties in advance.
4. At the conclusion of the agreement term, CWUF shall provide IHB with an acknowledgement of gift in kind donations in support of CWUF non-profit activities.
 - a. **Indemnification.** To the extent permitted by law, each party agrees to indemnify and save harmless the other party and its respective agents, officers, directors, and employees from any liability, losses, damages, judgments, liens, expenses, and costs sustained or incurred in connection with any claims, demands, suits, actions, or proceedings which may be made or brought against the non-indemnifying party as a result of any acts or omissions of the indemnifying party (or its agents, officers, and employees) arising out of or relating to this Agreement or the performance of activities at the Concession Location.
 - b. **Independent Capacity.** The employees, volunteers or agents of each party who are engaged in the performance of this Agreement shall continue to be employees, volunteers and agents of that party and shall not be considered for any purpose to be employees, volunteers or agents of the other party. Further, the parties are independent contractors; under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture, or employment between the parties. Each party is solely responsible for the conduct of its respective employees and agents in connection with the performance of the party's obligations hereunder.
 - c. **Termination of Agreement.** Notwithstanding the foregoing, either party may terminate this Agreement at any time for any reason upon written notice to the other party.
 - d. **Trademarks and Logos.** Nothing contained herein shall be construed to grant Vendor the right to use, and Vendor is prohibited from using, and agrees not to use, directly or indirectly, any

trademark or logo of CWU in any manner whatsoever without first obtaining the prior written approval of CWU. Further, Vendor's trademarks, brand logos, label designs, product identification, decals, artwork, and other marketing materials contained in its display shall be and remain the property of Vendor. Any and all rights to either party's trademark, copyright, or other property rights shall be to the benefit of the owner of such rights. Except as expressly provided herein, neither party shall have the right to use in any way the corporate or trade name, slogans, trademarks, service marks, logos, or other identification of the other party or its affiliates without the other party's prior written consent, such consent not to be withheld unreasonably.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year indicated in the first paragraph of this Agreement.

By:  Date: 10/19/23
Paul Elstone, VP University Advancement, CWU

By: greg parker Date: 10/13/23
Name (printed): Greg Parker
Iron Horse Brewery

By:  Date: 10-20-23
Dennis Francois, Director CWU Athletics

By:  Date: 10/19/2023
Casey Ross, Director CWU Alumni

Planned Programs and Activities for the 2023-24 Fiscal Year

Additional events and program may be added by mutual agreement of CWUF and IHB

<u>Date</u>	<u>Event/Program</u>	<u>CWUF Lead</u>	<u>Location</u>	<u>Approx. attendance</u>
7/6/23	Kitna Wildcat Classic Golf Tournament	Athletics	Roslyn, WA	250
9/9/23	Home Football Alumni Plaza and President's Booth	Alumni	Ellensburg	200
9/16/23	Home Football Alumni Plaza and President's Booth	Alumni	Ellensburg	250
10/7/23	Home Football Alumni Plaza and President's Booth	Alumni	Ellensburg	300
10/20/23	Hertling Donor Reception	Athletics	Ellensburg	100
10/20/23	Homecoming Wildfire Alumni Social Event	Alumni	Ellensburg	100
10/21/23	Alumni Luncheon and Distinguished Alumni Awards	Alumni	Ellensburg	100
10/21/23	Home Football Alumni Plaza and President's Booth	Alumni	Ellensburg	300
Dec 2023 - March 2024	Home Basketball Wildcat Athletic Association Hospitality - Specific dates and attendee numbers TBD	Athletics	Ellensburg	TBD
5/5/23	CWU Athletics Hall of Fame	Athletics	Ellensburg	~500

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 Dolson

By: George Clark

Printed Name: R. William Dolson

Printed Name: George Clark

Title: PRESIDENT

Title: VP / CFO Bus. & Fin.

Date: 12/2/2012

Date: 11/13/14

See 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 lid	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

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: Stu Thompson

Print Name: Stuart Thompson

Title: Director of Contracts

Date: 8/30/21