

BEVERAGE SALES AND SPONSORSHIP AGREEMENT
UCDPA#00000131

This sets forth the agreement (“**Agreement**”) between PepsiCo Beverage Sales, LLC, a Delaware limited liability company, and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company with an office located at 7550 Reese Rd. Sacramento, CA 95828 (“**Pepsi**”) and The Regents of the University of California, a California public corporation (“**UC**”) on behalf of the University of California, Davis, on its own behalf, on behalf of its affiliates and wholly-owned subsidiaries, and on behalf of its individual franchisees and licensees, if any (“**UC Davis**” or “**Customer**”). UC and Pepsi acknowledge that this Agreement is entered into pursuant to that certain Beverage Sales and Sponsorship Agreement between Pepsi and UC, on behalf of its Berkeley campus (“**UC Berkeley**”), dated August 1, 2023 (the “**BPA**”), awarded to Pepsi a result of that competitive solicitation CalUSource Event #002980-UCB-Beverage Services Pouring Rights-11142022. Section 41 of the BPA permitted the extension of terms of the BPA to “**Additional University Locations**” (as such term is defined in the BPA), including UC Davis, subject to a separate mutually agreed upon addendum; accordingly, UC and Pepsi hereby extend the BPA to UC Davis University of California, Davis, as limited by and subject to the express provisions set forth in this Agreement.

The support described below is in lieu of any other discounts, allowances or rebates to which Customer might otherwise be entitled from time to time. When fully executed, this Agreement will constitute a binding obligation of both parties until expiration or termination.

Definitions

As used in this Agreement, the following capitalized terms have the respective meanings assigned thereto below.

“**Beverage**” or “**Beverages**” means all carbonated and non-carbonated, non-alcoholic drinks, however dispensed during the Term of the Agreement.

“**Cases**” means raw cases of Packaged Products (as defined herein) purchased by Customer from Pepsi during the Term, initially delivered in quantities of 24 plastic bottles, aluminum cans, glass bottles (or equalized 24 pack cases, *e.g.*, two 12-pack cases), eight 2-liter plastic bottles, or such other size, quantity and type of containers as Pepsi may make available from time to time during the Term.

“**Competitive Products**” means any and all Beverages other than the Products.

“**Customer Marks**” means (i) the Designations (as defined below) and (ii) Customer Marks including, without limitation, characters, colors, emblems, designs, identifications, logos, mascots, name, service marks, symbols, trademarks, all trade names, uniforms and other proprietary designations associated with or related to Customer, the Facilities and, if applicable, the Team(s), at the beginning of the Term or which will be created during the Term, if any.

“**Designations**” includes, but are not limited to, the following: “Official Water and Soft Drink of University of California, Davis” and “Official Sponsor of University of California, Davis.”

“**Equipment**” means equipment loaned by Pepsi to Customer to dispense, store or cool Products (as defined below), as more fully described in Section 5 herein.

“**Facilities**” means the entire premises of every facility owned, leased, occupied or operated by Customer or its Food Service Provider throughout the Term, including both the campus and medical health center and all buildings, the grounds, parking lots, dining facilities, snack bars, food carts, bookstores, athletic facilities, retail locations, unattended retail locations, micro marts, concession stands, unbranded and branded food service outlets and vending areas. “**Facilities**” shall also be deemed to include convenience store operations and restaurants in place at the beginning of the Term or initiated during the Term in space leased to third-party commercial tenants within Customer-owned buildings. The ASUCD Coffee House and the Marketing both located on campus are specifically excluded from the definition of “**Facilities**” and as such, is not required to participate in this Agreement.

“**Food Service Provider**” means Sodexo or any other third party which sells or serves Beverages at the Facilities during the Term.

“**Gallons**” means gallons of the Postmix Products purchased by Customer from Pepsi during the Term.

“**Gatorade Merchandise**” means Gatorade-branded cups, coolers, ice chests, squeeze bottles, sideline carts, towels and other innovative equipment later developed by Gatorade for purposes of storing, distribution, and using Product in Players’ Areas (as defined below) or providing visibility presence in the Players’ Areas to Gatorade Products

“**Gatorade Products**” shall mean GATORADE® Thirst Quencher, G2® Thirst Quencher, G Organic Thirst Quencher, Sports Fuel Drink, Energy Chews, Fuel Bar, Protein Shake, Whey Protein Bar, Whey Protein Powder; and G Endurance™ products: including Carb Energy Drink, Carb Energy Chews, Endurance Formula, and Gatorlyte Electrolyte Supplement; and Propel® Water individually, collectively and together with such other sports drinks, electrolyte supplements and carbohydrate drinks and drink mixes (from which the Product is made) as Pepsi shall manufacture and/or sell during the Term hereof.

“**Non-Competitive Beverages**” means all beverages that are not currently produced or available from Pepsi or those that are separate and distinct with respect to formula and concept. Examples include Meal Replacement Beverages (e.g. Slim Fast, V8), “Energy Shot - less than 3-ounces (e.g., 5 Hour energy), Yerba Mate, non-shelf stable, non-flavored fluid milk as currently defined by the USDA (i.e., milk beverages containing at least 6.5% non-fat milk solids), milk (including flavored milk), beer (alcoholic, low-alcohol and non-alcoholic), other alcoholic beverages, tap water, Bulk Water (i.e. 5..gallon “Office Cooler” water), freshly brewed hot coffee or hot tea, hot chocolate, unbranded juice squeezed fresh, bulk juice, unbranded smoothies and milkshakes freshly blended on premises, and any products used for academic research. Any beverages not specifically listed here that Customer desires to include as Non-Competitive Beverages must be approved in writing by Pepsi. If, at any time during the Term of the Agreement, Pepsi develops and sells any Product that is marketed as a Meal Replacement Beverage or Energy Shot and it is not separate and distinct

with respect to formula then Customer agrees that such comparable Meal Replacement Beverage(s) or Energy Shot(s) will no longer be classified as Non-Competitive Beverages.

“Packaged Products” means Beverages that are sold or distributed by Pepsi in pre-packaged form (e.g., bottles and cans). A current list of Pepsi’s Packaged Products is listed in attached Exhibit A which may be amended by Pepsi from time to time.

“Permitted Exceptions” shall mean (i) up to fifteen percent (15%) of shelf space allocated to the sale of Beverages in convenience stores locations only at the Facilities (the **“Generic Shelf Space”**) that may be used at Customer’s discretion: provided, however, that Pepsi’s Packaged Products shall be in prime positions and the Generic Shelf Space shall be in the knee-to-floor space as determined by planograms reasonably agreed to in writing by Pepsi; (ii) Non-Competitive Beverages; (iii) student, faculty or administrative personnel who bring Beverages to the Facilities for personal consumption or private events, (iv) Team practices and Team meetings not associated with games or contests where Beverages are provided for personal consumption at such Team practices or meetings; and (v) Permitted Special Events Exceptions (as defined below). Pepsi acknowledges that Customer does not have control over Beverages served at private office parties, amongst teammates in locker rooms and similar situations where Beverages are offered for personal consumption. Further, use of the defined term “Permitted Exceptions” shall not be construed to permit Customer to advertise or promote Competitive Products in connection with itself, the Teams or the Facilities in a manner inconsistent with the terms of this Agreement. Customer acknowledges that Permitted Exceptions shall not be merchandised and sold from Pepsi Equipment unless authorized by the Pepsi account manager and/or unless Pepsi Equipment is the only beverage cooling equipment at such Facility.

“Permitted Special Events Exceptions” means (i) events hosted by third parties unaffiliated with Customer or the Facilities at locations such third party is using on campus (including at the Facilities) and (ii) non-recurring one-time events held at locations on campus (including at the Facilities) and catered by Customers-authorized caterers, provided, however, that at no time during such event or any Permitted Special Events Exception shall Competitive Products be sold, advertised, or promoted, including the use of signage, and no Competitive Products trademarks shall be displayed. Further, Customer agrees to use commercially reasonable efforts to preserve Pepsi’s rights under this Agreement and will encourage Customers-authorized caterers serving at these non-recurring one-time events to purchase Beverages from Pepsi in accordance with the terms of this Agreement. Upon the completion of any such event, the third party shall be required to remove all Competitive Beverages from the applicable Facilities.

“Players’ Areas” means the courtside areas, sideline, bench areas, dugouts, locker rooms, pre/post-game Interview areas and other areas immediately contiguous with the nonfan accessible playing surfaces.

“Postmix Products” means Beverages sold and/or distributed by Pepsi and used to create and prepare fountain beverages, frozen carbonated or non-carbonated beverages. A current list of Pepsi’s Postmix Products is listed in attached Exhibit A which may be amended by Pepsi from time to time.

“Products” means Postmix Products, and Packaged Products.

“*Teams*” means any and all sports teams that use the Facilities as their home stadium or field.

“*Units*” means the total combined Gallons and Cases during any applicable time period. For the purposes of measuring total Units only, 1 Case of Packaged Products equals 1 Gallon of Postmix Product.

“*Year*” means each 12-month period during the Term commencing on the first day of the Term or an anniversary thereof.

1. Term

The term of this Agreement is the ten (10) year period commencing on September 1, 2024 and expiring on August 31, 2034 (the “*Term*”).

2. Performance

This Agreement, including all of Pepsi’s support to Customer as described below, is contingent upon Customer’s compliance with all of the following performance criteria throughout the Term:

(A) **Exclusivity.** Subject to the Permitted Exceptions and the Permitted Special Events Exceptions set forth above, Pepsi will be the exclusive Beverage supplier to, and Beverage sponsor of, Customer and the Facilities, including any applicable Teams. Customer will take all necessary steps to ensure that the Products are the exclusive Beverages of their respective types sold, dispensed or otherwise made available, or in any way advertised, displayed, represented or promoted at or in connection with the Facilities and applicable Teams by any method or through any medium whatsoever (including without limitation digital, print, broadcast, direct mail, coupons, handbills, displays and signage), whether public or private. Except as permitted by the Permitted Exceptions and Permitted Special Events, Customer will not serve, dispense or otherwise make available or permit the availability of, or in any way advertise, display, represent or promote, beverage products licensed by, or produced by bottlers licensed by, The Coca-Cola Company or any affiliate thereof, or any other supplier of Competitive Products.

(B) **Purchase and Resale of Products.** Customer agrees to continuously purchase and require its Food Service Providers and purchasing representatives to purchase, Products exclusively and directly from Pepsi. Throughout the Term, Customer will continuously serve, dispense, sell and/or otherwise make Products available to its customers throughout the Facilities. Customer agrees to pay all accounts owing to Pepsi in accordance with payment terms as established by Pepsi.

(C) **Fountain Products.** Customer agrees to use the Postmix Products for use in preparing the fountain beverage products (the “*Fountain Products*”): (i) in accordance with the standards established by Pepsi and (ii) only for immediate or imminent consumption; Customer agrees not to resell the Postmix Products either to nonaffiliated outlets or to consumers in any form other than the Fountain Products.

(D) **Ancillary Product.** Customer agrees to purchase and require its food Service Providers and purchasing representatives to purchase all their respective requirements for carbon dioxide and branded disposable cups (“*Ancillary Products*”) exclusively from Pepsi.

(E) **Sponsorship and Promotional Rights.** Pepsi shall have the right to advertise its Products on signage at the Facilities and in print advertising as more fully set forth on Exhibit B attached hereto. In addition, Customer hereby grants Pepsi the right to promote the fact that Pepsi is the official and exclusive Beverage sponsor of Customer, the Facilities, including the right of Pepsi to use and promote Customer Marks. Such promotion may be conducted through the distribution channels of digital, television, radio and print media; on the packaging of (including cups and vessels); and at the point-of-sale of any and all Products wherever they may be sold or served. In connection therewith, Customer hereby grants to Pepsi a nonexclusive license to use the name of the Facilities and applicable Teams and Customer Marks for the limited purposes of promoting Products within the context of promotional activities and activation of sponsorship benefits as set forth herein. Customer represents and warrants that it is the sole and exclusive owner of all right, title and interests in and to Customer Marks (including without limitation, all goodwill associated therewith) and Pepsi's use of Customer Marks pursuant to this Agreement will not infringe the rights of any third parties. Pepsi and Customer agree that advertising and promotional copy produced by each of them relating to the sponsorship rights granted herein will be subject to the prior written approval of the other party as not to be unreasonably withheld.

(F) **Brand Identification.** Customer must display appropriate brand identification for each Product served on all menus (including catering and digital), menuboards and postmix dispensing valves at each of the Facilities throughout the Term.

(G) **Product Mix; Minimum SKU/Brand Requirement.** Throughout the Term, Customer agrees to offer a mutually agreed-to mix of Pepsi's Beverage products and package sizes and types for sale and distribution throughout the Facilities, provided that this mix allows Customer to comply with the University of California Sustainable Practices Policy, as communicated to Pepsi from time to time. Unless otherwise agreed upon in this Agreement, Pepsi and the University further acknowledge and agree that effective September 1, 2024 Pepsi will not sell any Products in single-use plastic packaging to Customer, with the exception of its Gatorade, Naked Juice, Pure Leaf Tea, Muscle Milk and Tropicana product lines. With regard to these product lines, Pepsi will offer non-single use plastic versions of these products to the University as soon as such products are commercially available. Pepsi and the University further acknowledge and agree that, effective January 1, 2030, Pepsi will not sell or otherwise provide any Packaged Products or other items in single-use plastic packaging.

(H) **Restrictions for Products.** The parties recognize and agree that there are certain additional territorial restrictions that pertain to the purchase and resale of the Products. To the extent any prospective Facilities are located outside the territories serviced by Pepsi, then Pepsi may, upon request by Customer, use commercially reasonable efforts to facilitate an agreement between the Pepsi-Cola bottler servicing the applicable territory and Customer with terms substantially similar to the terms of this Agreement. Furthermore, Customer agrees not to distribute or resell the Products, directly or indirectly, outside the territories serviced by Pepsi and shall cause its purchasing representative to abide by such territorial restrictions.

(I) **Food Service Providers.** The terms and conditions of this Agreement, including the pricing, funding and other consideration provided for herein is based on Customer's current operating model/use of third-party Food Service Provider at commencement date of this Agreement. If either: (i) Customer switches Food Service Providers during the Term or (ii) Customer is self-operated and converts to a Food Service Provider model during the Term, then

Customer must require such Food Service provider to abide by the applicable pricing and other terms set forth in this Agreement to the exclusion of all other benefits, including in connection with any agreement such Food Service Provider may separately have with Pepsi or Pepsi's affiliates. In the event that Customer fails to adhere to this requirement (or the Food Service Provider refuses to abide accordingly), then Pepsi shall be entitled to adjust its pricing, funding or other consideration offered to Customer herein on an equitable basis to neutralize any negative impact such change may have on the economics of the original Agreement.

(J) **Best Taste Limit and Product Handling.** Customer understands that the Products provided hereunder are provided with a best taste limit ("**BTL**") date printed on the packaging. Neither Pepsi nor the bottlers replace Products that are past the BTL date. Customer agrees that no Product shall be sold past the BTL date, and that it shall abide by policies on product handling and quality control periodically published by the manufacturer.

3. Monetary Funding

Provided Customer is not in breach of its performance obligations under this Agreement, Pepsi agrees to provide Customer with the funding described below.

(A) **Initial Support Funds.** Pepsi agrees to provide Customer with initial support funds in the amount of Three Hundred Thousand US Dollars (\$300,000), payable to Customer within ninety (90) days after the later of (i) the first day of the Term or (ii) the signing of this Agreement by both parties (the "**Initial Support Funds**"). The Initial Support Funds are earned by Customer over the Term. In the event of early termination for any reason other than an uncured material breach by Pepsi pursuant to Section 7(A) herein, the unearned Initial Support Funds will be repaid to Pepsi pursuant to the terms of Section 7(C)(i) herein.

(B) **Annual Partnership Support Funds.** In each of Years One through Ten, Pepsi agrees to provide Customer with annual support funds in the total amount of Four Hundred and Twelve Thousand US Dollars (\$412,000) not to exceed ten (10) consecutive payments (the "**Annual Support Funds**"). The Annual Support Funds will be paid to Customer in two installments as follows: (1) 90% (\$370,800) of the Annual Support Fund will be paid within ninety (90) days after the commencement of each applicable Year, except that in Year One, such payment will be made within ninety (90) days of the later of (i) the first day of the Term or (ii) the signing of this Agreement by both parties and (2) 10% (up to \$41,200) of the Annual Support Fund will be paid within ninety (90) days after the end of each applicable Year.

Customer acknowledges and agrees that each Annual Support Fund, payable to Customer herein, will be adjusted based on the number of Units purchased from Pepsi during the Year, as compared to an annual Unit threshold of 82,000 Units ("**Annual Units Threshold**"). Therefore, if during any Year the number of Units purchased from Pepsi falls below the Annual Units Threshold, then the second Annual Support Fund payable at the end of the Year will be reduced by a percentage equal to the percentage decrease between the Annual Units Threshold and the actual number of Units sold during such Year or, if the reduced amount is greater than the second payment, Pepsi, at its discretion, will either offset against amounts that may concurrently or thereafter become due to Customer under this Agreement or unearned Annual Support Funds will be paid by Customer to Pepsi within thirty (90) days following Pepsi's invoice. *For example, if the total target Annual Support Funds for Year 1 is equal to \$412,000 and the Annual Units Threshold is 82,000 Units,*

and during the Year the actual Units sold is 77,900 Units, then total Annual Support Funds earned for Year 1 would be \$391,400 and the second payment of Annual Support Funds in Year 1 would be in the amount of \$20,600.

The Annual Support Funds are earned throughout the Year in which they are paid. In the event of early termination for any reason other than an uncured material breach by Pepsi pursuant to Section 7(A) herein, the unearned Annual Support Funds will be repaid to Pepsi pursuant to the terms of Section 7(C)(i) herein.

(C) **Growth Incentive Funds.** Commencing in Year Two through Year Ten, Pepsi agrees to accrue growth incentive funds for each Year in which Customer’s purchases exceed the annual growth targets set forth in the chart below (“**Growth Incentive Funds**”). Growth Incentive Funds, if applicable, will be paid by Pepsi within ninety (90) days after the end of each applicable Year.

	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Growth Incentive Target (Units)	86,920	92,135	97,663	103,523	109,734	116,319	123,298	130,696	138,537
Growth Incentive Funds	\$25,000	\$26,500	\$28,090	\$29,775	\$31,561	\$33,455	\$35,462	\$37,590	\$39,846

(D) **Muscle Milk Support Funds.** In each of Years One through Ten, Pepsi agrees to provide Customer with Muscle Milk support funds in the amount of Fifty Thousand US Dollars (\$50,000) not to exceed ten (10) consecutive payments (the “**Muscle Milk Support Funds**”). The Muscle Milk Support Funds will be paid to Customer in two installments as follows: (1) 90% (\$45,000) of the Muscle Milk Support Fund will be paid within ninety (90) days after the commencement of each applicable Year, except that in Year One, such payment will be made within ninety (90) days of the later of (i) the first day of the Term or (ii) the signing of this Agreement by both parties and (2) 10% (up to \$5,000) of the Muscle Milk Support Fund will be paid within ninety (90) days after the end of each applicable Year. *For example, if the total target Muscle Milk Support Funds for Year 1 is equal to \$50,000 and the Annual Units Threshold is 82,000 Units, and during the Year the actual Units sold is 77,900 Units, then total Muscle Milk Support Funds earned for Year 1 would be \$47,500, and the second payment of the Muscle Milk Support Funds for Year 1 would be in the amount of \$2,500.*

Customer acknowledges and agrees that each Muscle Milk Support Fund, payable to Customer herein, will be adjusted based on the number of Units purchased from Pepsi and sold throughout the Outlets pursuant to this Agreement during the previous Year, as compared to the Annual Units Threshold as defined in subsection (B) above. Therefore, if during any Year the number of Units purchased from Pepsi falls below the Annual Units Threshold, then the second Muscle Milk Support Fund payable at the end of the Year will be reduced by a percentage equal to the percentage decrease between the Annual Units Threshold and the actual number of Units sold during such Year or, if the reduced amount is greater than the second payment, Pepsi, at its discretion, will either offset against amounts that may concurrently or thereafter become due to Customer under this Agreement or unearned Muscle Milk Support Funds will be paid by Customer to Pepsi within thirty (30) days following Pepsi’s invoice.

The Muscle Milk Support Funds are earned throughout the Year in which they are paid. In the event of early termination for any reason other than an uncured material breach by Pepsi pursuant to Section 6(A) herein, the unearned Muscle Milk Support Funds will be repaid to Pepsi pursuant to the terms of Section 7(C)(i) herein.

(E) **Academic Athletic Support Funds.** In each of Years One through Ten, Pepsi agrees to provide Customer with annual academic athletic support funds in the amount of One Hundred Forty Thousand US Dollars (\$140,000) not to exceed ten (10) consecutive payments (the “*Academic Athletic Support Funds*”). The Academic Athletic Support Funds will be paid to Customer within ninety (90) days after the end of each applicable Year.

(F) **Non-Athletic Scholarship Funds.** In each of Years One through Ten, Pepsi agrees to provide Customer with annual non-athletic Scholarship funds in the amount of Ten Thousand US Dollars (\$10,000) not to exceed ten (10) consecutive payments (the “*Non-Athletic Scholarship Funds*”). The Non-Athletic Scholarship Funds will be paid to Customer within ninety (90) days after the end of each applicable Year.

(G) **Marketing Support Funds.** In each of Years One through Ten, Pepsi shall accrue marketing support funds, up to the amount of Fifty Thousand US Dollars (\$50,000) for each Year, to be used and spent by Pepsi to support mutually agreed upon promotional programs in support of the sale of the Products at the Facilities, (“*Marketing Support Funds*”). University acknowledges and agrees that unused Marketing Support in any Year will not be carried over to a subsequent Year and will not be redeemable for a cash payment.

(H) **Sustainability Support Funds.** In each of Years One through Ten, Pepsi shall accrue sustainability support funds, in the amount of Twenty-Five Thousand US Dollars (\$25,000) for each Year to be used by Customer to support sustainability programs at the Facilities, (“*Sustainability Support Funds*”). Pepsi shall pay Sustainability Support Funds to Customer within ninety (90) days after the end of each applicable Year.

Pepsi acknowledges and agrees that after September 1, 2024, Pepsi will not sell or otherwise make available any Packaged Products to the University that are packaged in single-use plastic, as defined by the University, with the exception of Gatorade, Naked Juice, Pure Leaf Tea, Muscle Milk and Tropicana product lines, and if applicable, the Emergency Water supply. The University defines single-use plastic as: A product or item of packaging that is conventionally disposed of after a single use (including plastic that is recycled) and is not intended, and is not sufficiently durable, washable, or otherwise treatable, to allow for multiple refills of the original product or other products. For the avoidance of doubt, rPET and any other plastic made from recycled materials is considered a single-use plastic by the University. With respect to Gatorade, Naked Juice, Pure Leaf Tea, Muscle Milk and Tropicana product lines, Pepsi will make commercially reasonable efforts to offer non-single use plastic versions of these products to the University as soon as commercially possible, and will provide University updates on the status of the availability of these product lines in non-single use plastic formats. Pepsi acknowledges and agrees that after January 1, 2030, it will be prohibited from selling or otherwise making available any Packaged Products and any other items (giveaways, etc.) that include single-use plastic in their composition or packaging (for example, shrink-wrapped items). This prohibition also applies to any single use plastics used in the distribution of Packaged Products and any other items at the Facilities and the Participating Food Service Location

(I) **Rebates.** Each Year throughout the Term, Pepsi agrees to calculate the total number of eligible Cases and Gallons purchased by each of the applicable Facilities from Pepsi pursuant to this Agreement and will provide Customer with rebates calculated based on applicable rates set forth below (the “**Rebates**”). The Rebates, as applicable, will be paid by Pepsi within ninety (90) days after the end of each Year. The parties agree that Pepsi will not accrue or pay any Rebates for sales to Facilities that are in breach of the Performance Requirements listed in Section 2 above.

Rebates Rates	Eligible Products*
\$2.00/Gallon	Gallons of Postmix Products
\$1.50/Case	All Cases of Packaged Products
*The following Products are excluded from Rebates: Allied Brands BIB(e.g., Dr. Pepper); 14oz Muscle Milk and Muscle Milk Pro	

(J) **Commissions.** Pepsi agrees to provide Customer with commissions, as a percentage of the actual cash (“**cash in bag**” or “**CIB**”) collected by Pepsi from the Vending Machines placed at the Facilities, less any applicable government-imposed taxes/fees and deposits, as applicable (“**Commissions**”). Such Commissions shall be at the rate(s) set forth below (the “**Commission Rate**”) and shall be calculated as follows:

$$(CIB * Commission Rate) - applicable CRV = Commission due$$

Product	Initial Vend Price	Commission Rate*
12oz Corp CSD	\$2.50	30%
9.5oz Frappuccino	\$3.75	30%
20oz Gatorade	\$2.75	30%
20oz Gatorade Gatorlyte	\$3.75	30%
16oz Aquafina	\$2.75	30%
15.2oz Ocean Spray	\$2.75	30%
16oz Rockstar	\$3.75	30%
11oz Starbucks Cold Brew	\$3.50	30%
6.5oz Starbucks Dble Shot	\$3.50	30%
18.5oz Lipton Pure Leaf	\$3.50	30%
16oz Bubly	\$2.50	30%
12oz Celsius	\$3.75	30%
*Commission Rates and Vend Prices for new Product will be mutually agreed upon by Pepsi and Customer		

(1) **Commissions Payment.** Pepsi agrees to pay Commissions to Customer within thirty (30) days of the end of each 4-week accounting period established by Pepsi. Pepsi shall make all pertinent revenue and sales records respecting the Vending Machines available to Customer. Customer agrees that it is responsible for reviewing such records and that any claim or dispute relating to the Commissions must be brought by Customer in writing within one (1) year of the date such Commissions payment is due. Customer further acknowledges and agrees that it shall not receive any Commissions payment from Pepsi if Commissions fail to reach a certain threshold amount per period or quarter. The current threshold amounts are \$50 per four-week period or \$75 per quarter. The threshold may be

revised by Pepsi from time to time.

(2) Change to Commission Rate/Formula. Customer agrees that Pepsi shall have the right to change the Commission Rate and/or its formula/method for calculating Commissions as may be required by applicable laws or as reasonably necessary to respond to legislative acts in order that the Commission Rate remains cost neutral.

(3) Vend Price. The initial vend prices for Customer to qualify for any Commissions are set forth in the Commission chart above. Pepsi shall have the right to increase vend prices by \$0.25 in each of Years Two, Five and Eight. Customer acknowledges that Pepsi has the right to pass through any incremental fees, deposits, taxes or other governmentally imposed charges (whether local, state, federal or judicially imposed on manufacturers, distributors, consumers or otherwise). The pass-through of any such governmentally imposed fees, deposits, taxes or charges on the Products will be in addition to any scheduled Vend Prices increases set forth herein or notification restrictions that may be specified in this Agreement.

4. Non-Monetary Consideration

(A) **Gatorade Sideline Kit(s)**. Each Year throughout the Term, Pepsi agrees to provide Gatorade Sideline Kit(s) to Customer, with a value not to exceed Five Thousand US Dollars (\$5,000). Customer acknowledges and agrees that any unused portion of the value of the Gatorade Sideline Kit(s) in any Year shall not be carried over to the subsequent Year or be redeemed for cash.

(B) **Product Free of Charge**. Upon request from Customer, Pepsi agrees to provide Cases of a combination of Packaged Products, in quantities and types as may be mutually agreed, with a total value of up to Thirteen Thousand Five Hundred US Dollars (\$13,500) per Year at no additional charge to Customer, provided, however, that Customer will administer all requests through a central contact so that Customer may prioritize the requests. Customer acknowledges and agrees that unrequested Product in any Year shall not be carried over to the subsequent Year or be redeemable for cash payment.

(C) **Emergency Water**. Pepsi agrees to provide University with 16.9oz Aquafina for University's emergency water supply. This emergency water supply will be rotated out and replaced by new product on an annual basis. For the avoidance of doubt: i) Emergency Water will not be construed as non-monetary Consideration and Pepsi will charge University for the cost of all Emergency Water used; and ii) Emergency Water will consist exclusively of plastic water bottles and will not be subject to non-plastic restrictions, if any.

5. Equipment and Service

(A) **Equipment**. Pepsi will loan to Customer, at no charge, appropriate Equipment for dispensing the Products at the Facilities (except where local law, rule or regulation prohibits uncompensated placement of Equipment by soft drink vendors, in which case Pepsi will charge the minimum legal rental fee pursuant to a separate agreement with Customer). Where permitted by applicable local law, rule or regulation, the Equipment will be exclusively used to display and merchandise the Products as reasonably determined by Pepsi, and Customer will not use the

Equipment to display, stock, advertise, sell or maintain any other products (including on the exterior of the Equipment). Title to such Equipment will remain vested in Pepsi or its affiliate and Customer will return all Equipment to Pepsi upon expiration or earlier termination of this Agreement. At Pepsi's request, Customer will provide Pepsi with a written Equipment verification list indicating the asset number, Equipment type, and location of the Equipment loaned to Customer pursuant to this Agreement. To the extent that future technology enhancements, equipment platforms or products to support these platforms are substantially different in scope or composition compared to existing equipment components and products, Pepsi and Customer will work in good faith to negotiate the economic terms for implementation of the new technology equipment.

(B) **Vending Machines.** With respect to the vending machine Equipment placed at the Facilities (the "**Vending Machines**"), Pepsi will have the additional responsibility for (i) stocking the Vending Machines with the Products and (ii) collecting, for its own account, all cash monies from the Vending Machines and for all related accounting for collected monies. Customer agrees to provide reasonable assistance to Pepsi in apprehending and prosecuting vandals. Pepsi shall not be obligated to pay Commissions on documented revenue losses resulting from vandalism or theft of Product with respect to any Vending Machines. Pepsi acknowledges and agrees that where commercially reasonable to do so, University prefers that vending machine fronts promote "Healthier" beverages, as defined by the University. Pepsi shall not be assessed common area maintenance fees, taxes or other charges based on its occupation of the space allocated to its Equipment at the Facilities. Pepsi may, upon mutual agreement with the University, remove Vending Machines that have consistently low sales volume or are otherwise less than optimal pursuant to Pepsi's and the University's determination. Upon such removal, University and Pepsi will enter into mutually agreeable discussions including, but not limited to, a reduction in the Annual Units Threshold for the affected Year if such Vending Machine removal has a material impact on annual sales volume.

(C) **Service.** Pepsi will provide, at no charge to Customer, preventative maintenance and service to the Equipment. Pepsi will also provide Customer with a telephone number to request emergency repairs and receive technical assistance related to the Equipment after business hours. Pepsi will promptly respond to each Customer request and will use reasonable efforts to remedy the related Equipment problem as soon as possible. Notwithstanding the foregoing, Customer acknowledges that delays in service may be caused by factors well outside of Pepsi's control, and therefore Pepsi's service record will be measured in the aggregate such that an isolated failure is not a material breach of the Agreement.

6. **Pricing**

Customer will purchase and will require that its Food Service Providers and any other third parties or purchasing representative for the Facilities to purchase, Products and Ancillary Products directly and exclusively from Pepsi pursuant to the pricing and terms and conditions set forth herein. The initial pricing schedule for Products is set forth on attached Exhibit A, which may be changed by Pepsi from time to time during the Term, provided, however, any price increases will not exceed 4% per Year. Notwithstanding the foregoing, in the event Pepsi experiences extraordinary cost increases and/or changes in market conditions (including without limitation, changes to freight costs, raw material and packaging costs or other unusual cost changes in other cost factors), or experiences changes to applicable laws impacting Pepsi's cost of doing business, such invoice

prices are subject to additional increases by Pepsi. Pepsi will be entitled to pass-through any incremental fees, deposits, taxes or other governmentally imposed charges (whether local, state, federal or judicially imposed on manufacturers, distributors, consumers or otherwise). The pass-through of any such governmentally imposed fees, deposits, taxes or charges on the Products will not be subject to any pricing cap or notification restrictions that may be specified in this Agreement.

7. General Terms

(A) **Termination for Default.** Either party may terminate this Agreement if the other commits a material breach of this Agreement; provided, however, that the terminating party has given the other party written notice of the breach and the other party has failed to remedy or cure the breach within thirty (30) days of such notice. If for any reason Customer closes one or more Facilities or if one or more Facility breaches the Agreement, then Pepsi shall have the option, in lieu of termination of the entire Agreement, to (i) adjust funding in Section 3 commensurate with the projected decline in volume; (ii) terminate the Agreement only as it pertains to the sold, closed or breaching Facilities; and (iii) obtain an equitable reimbursement for the portions of funding and other costs attributable to such sold, closed or breaching Facilities. Notwithstanding the foregoing, this paragraph will not apply to seasonal Facility closures with Pepsi prior written approval, such approval not to be unreasonably withheld.

(B) **Additional Termination Rights Available to Pepsi.** Without prejudice to any other remedy available to Pepsi at law or in equity in respect of any event described below, this Agreement may be terminated in whole or in part by Pepsi upon thirty (30) days' advance written notice to Customer if (i) any of the Products are not made available at the Facilities as required in this Agreement, (ii) any of the rights granted to Pepsi herein are materially restricted or limited during the Term; or (iii) a final judicial opinion or governmental regulation prohibits, or materially impacts or impairs (*e.g.*, beverage tax or package size restriction) the availability or cost of Beverages, whether or not due to a cause beyond the reasonable control of Customer. Before Pepsi exercises its right to terminate as described in this Section, Pepsi agrees to engage in good faith renegotiations with Customer to adjust the funding offered to Customer herein on an equitable basis to neutralize any negative impact such change may have on the economics of the original Agreement.

(C) **Additional Termination Rights Available to UC.** UC's obligation to proceed is conditioned upon the appropriation of state, federal and other sources of funds not controlled by UC ("**Funding**"). UC will have the right to terminate the Agreement, without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of the UC, the Funding is withdrawn. The effective date of such termination shall be sixty (60) days from time of notification.

(D) **Remedies.** If the Term of this Agreement is terminated early for any reason other than an uncured material breach by Pepsi pursuant to subsection (A) above, Customer and its Facilities will surrender to Pepsi all Equipment provided by Pepsi and will forfeit all funding not paid as of the date of termination. In addition, without prejudice to any other right or remedy available to

Pepsi, Pepsi will have the right to immediately seek reimbursement from Customer and the Facilities for the following:

i. An amount reflecting reimbursement for all funding previously advanced by Pepsi but not earned by Customer pursuant to the terms of this Agreement. With regard to the Initial Support Funds, if any, the amount of such reimbursement will be the result of multiplying the Initial Support Funds by a fraction, the numerator of which is the number of months remaining in the Term at the time such termination occurs and the denominator of which is the higher of the total number of months in the Term (e.g., 5 year term is 60 months) or, as applicable, the number of months expected to comprise the Term based on volume trends as of the time of termination and the Volume Threshold (if applicable). With regard to the Annual Support Funds and, if applicable, any other annual funds, the amount of such reimbursement will be the result of multiplying, the total amount of such funds paid to Customer in the Year in which the Agreement is terminated by a fraction, the numerator of which is the number of months remaining in the Year in which the Agreement is terminated at the time such termination occurs and the denominator of which is 12 (twelve); and

ii. An amount reflecting reimbursement for the cost of installation, service and refurbishing of Equipment provided following the commencement of the Term and the cost of removal of all Equipment that has been installed following the commence of the Term in the Facilities, as applicable.

(D) **Expiration.** Upon expiration of this Agreement, if Customer has not entered into a further agreement with Pepsi for the purchase of the Products, Customer will surrender to Pepsi all Equipment installed in the Facilities.

(E) **Indemnification.** Pepsi will indemnify and hold Customer harmless from any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of: (i) its breach of any term or condition of this Agreement; (ii) product liability suits resulting from the use or consumption of Products purchased directly from Pepsi; and/or (iii) the negligence or willful misconduct of Pepsi under this Agreement, (except to the extent such claims arise out of Customer's negligence or willful misconduct). To the extent permitted by applicable law, Customer will indemnify and hold Pepsi, its subsidiaries, affiliates or assigns harmless from and against any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of (i) its breach of any term or condition of this Agreement; and/or (ii) the negligence or willful misconduct of Customer (except to the extent such claims arise out of Pepsi's negligence or willful misconduct). The provisions of this Section shall survive the termination of this Agreement.

(F) **Insurance.** Each party will obtain and maintain and keep in full force and effect the following forms of insurance with the minimum limits of insurance stated below. Furnishing acceptable evidence of insurance as required hereunder shall not relieve either party or any subcontractor from any liability or obligation for which it is otherwise liable under the terms of this contract, nor is liability limited to the amount of this contract.

Form of Insurance	Minimum Limits of Insurance
(i) Disability	As required by law
(ii) Unemployment	As required by law
(iii) (1) Workers Compensation and (2) Employers Liability	Statutory \$1,000,000 per occurrence (BI/disease)
(iv) Commercial General Liability on an occurrence basis, and shall be at least as broad as ISO 2007 form CG 00 01	\$1,000,000 per occurrence and aggregate
(v) Business Automobile Liability written on an occurrence form and shall be at least as broad as ISO form CA 00 01	\$1,000,000 per occurrence combined single limit for bodily injury and property damage liability
(vi) Umbrella/Excess Liability on a follow form basis excess of the Commercial General Liability, Business Automobile Liability Insurance and Employers Liability	\$2,000,000 per occurrence and aggregate

The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those required.

All coverage must be written on an occurrence basis and must be maintained without interruption from the date of this agreement until the date of termination of this agreement. All coverage shall be primary and non-contributory to any other insurance available to the other party. Should any of the above-described policies be cancelled before the expiration date thereof, the party or party's representative will mail thirty (30) days written notice to the certificate holder. The policies shall be written with insuring company(ies) with AM Best financial strength ratings of "A-" or higher and financial size categories of "VII" or greater. The commercial general liability, business automobile liability and umbrella/excess liability policies shall list the other party and its subsidiaries, affiliates, directors, officers, employees, partners and agents as additional insured. The commercial general liability, business automobile liability, workers compensation and employer's liability and umbrella/excess liability policies shall contain a waiver of subrogation in favor of the other party where allowed by law. Each party and any subcontractors shall provide certificates of insurance evidencing the insurance required within prior to commencing any work.

(G) **Right of Offset.** Pepsi reserves the right to withhold payments due hereunder as an offset against amounts not paid by Customer or its Food Service Providers for Products ordered from and delivered by Pepsi, or with regard to overdue balances owed by Customer's student service provider for vended Product purchased with student meal cards, and any and all balances due and payable to Pepsi pursuant to this Agreement or any separate services agreement between Customer and Pepsi and/or its subsidiaries and affiliates.

(H) **Non-Disclosure.** Except as may otherwise be required by law or legal process or as reasonably necessary for either party to enforce its rights hereunder, neither party will disclose to unrelated third parties the terms and conditions of this Agreement without the consent of the other.

(I) **Assignment.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned or otherwise transferred by either party (whether by operation of law

or otherwise) without the prior written consent of the other party, *provided, however*, that Pepsi may assign and transfer this Agreement (in whole and not in part) to an affiliate without the consent of Customer hereto if such affiliate is (x) capable of fully performing all obligations of the assignor hereunder and (y) agrees, in writing to perform all of the obligations and assume all liabilities of the assignor hereunder. In the event that a third party acquires Customer or substantially all Facilities or if Customer is acquired or merges with a third party, Customer will, in connection with such transaction, cause the acquiring party/merged entity, in writing, to ratify this Agreement and assume all of the obligations of Customer hereunder. In the event that Customer does not deliver written evidence of such ratification and assumption of this Agreement by the acquiring party or merged entity within ten (10) days following the closing of the transaction, Customer will be in breach of this Agreement and Pepsi may, at its option, terminate this Agreement effective immediately and Customer will pay to Pepsi all sums specified in Section 7(C) herein.

(J) **Governing Law.** The laws of the state of California govern all matters arising out of this Agreement.

(K) **Price Discrepancy.** Any price discrepancy claim must be submitted to Pepsi within 365 days of the date of the invoice in question. If Customer makes a price discrepancy claim within 90 days of the invoice date, Customer must submit a written request specifying the particular Product, amount in dispute and reason for the dispute. This request should be addressed to:

Accounts Receivable
Pepsi-Cola Customer Service Center
P.O. Box 10
Winston-Salem, North Carolina 27102

If Customer makes a price discrepancy claim from 91 to 365 days after the date of invoice, in addition to the written request as specified above, Customer must submit to Pepsi a copy of the invoice in question, copies of any check remittances pursuant to the invoice in question and any additional supporting documentation.

(L) **Tax.** Neither Pepsi nor its affiliates will be responsible for any taxes payable, fees or other tax liability incurred by Customer in connection with the consideration or any other fees payable by Pepsi under this Agreement. If Pepsi is charged common area maintenance fees, taxes or other charges related to Pepsi's occupation of the space allocated to its Equipment at the Facilities, Pepsi may make an adjustment to the consideration provided Section 4 above to offset for such costs.

(M) **Force Majeure.** No party will be responsible to the other for any failure, in whole or in part, to perform any of its respective obligations hereunder, to the extent and for the length of time that performance is rendered impossible or commercially impracticable resulting directly or indirectly from any foreign or domestic embargo, product detention, seizure, act of God, pandemic, epidemic, insurrection, war and/or continuance of war, the passage or enactment of any law ordinance, regulation, ruling, or order interfering directly or indirectly with or rendering more burdensome the purchase, production, delivery or payment hereunder, including the lack of the usual means of transportation due to fire, flood, explosion, riot, strike or other acts of nature or man that are beyond the control of the parties unless such contingency is specifically excluded in another part of this Agreement ("*Force Majeure Event*"). Any party(s) so affected, will (i) use all reasonable efforts to minimize the effects thereof and (ii) promptly notify the other party(s) in

writing of the Force Majeure and the effect of the Force Majeure on such party's ability to perform its obligations hereunder. The affected party(s) will promptly resume performance after it is no longer subject to Force Majeure. In the event Customer's performance is temporarily suspended pursuant to a Force Majeure Event, Pepsi's funding obligations will be suspended for the duration of Customer's nonperformance. Once Customer resumes performance or in the event Customer is able to perform some, but not all of its obligations herein, any fixed, advanced, or guaranteed funding will be adjusted commensurate with the decline in volume associated with the suspended or partial performance.

(N) **Waiver.** No failure or delay of either party to exercise any rights or remedies under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any rights or remedies preclude any further or other exercise of the same or any other rights or remedies. Any waiver must be in writing and signed by the party waiving the rights.

(O) **Relationship of the Parties.** The parties are independent contractors with respect to each other. Nothing contained in this Agreement creates a joint venture partnership between the parties.

(P) **Construction.** Customer and Pepsi acknowledge that both parties participated equally in the negotiation of this Agreement and that, accordingly, in interpreting this Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provision being interpreted.

(Q) **Notices.** Any notice which either party is required or permitted to give hereunder will be in writing, signed by the notifying party and will be either delivery by hand or nationally recognized overnight courier service or deposited in the United States mail, certified or registered mail, return receipt requested, postage paid, addressed as follows: If to Customer, to the name and address set forth in the preamble herein. If to Pepsi, to the name and address set forth in the preamble herein, with a copy thereof to: Pepsi Beverages Company, 700 Anderson Hill Road, Purchase NY 10577, Attention: PBNA Division General Counsel or to such addresses as the parties may subsequently provide in writing. Notice will be deemed to have been given when delivered by hand or nationally recognized overnight courier service, or when received as evidenced by the return receipt, or the date such notice is first refused, if that be the case.

(R) **Distribution Limitations.** Pepsi reserves the right to limit quantities, withhold or deduct funding as an offset to amounts not paid by Customer or terminate this Agreement if Customer (i) sells Products directly or indirectly for resale outside of the Pepsi's exclusive territory where the Facility operates and (ii) purchases Products outside Pepsi's exclusive territory where the Facility operates and resells such Products within Pepsi's exclusive territory.

(S) **Channel Stuffing/Trade Loading.** Customer acknowledges that Pepsi policies prohibit business practices involving improper revenue recognition, including but not limited to channel stuffing and/or trade loading. As such, Customer agrees that to the extent any funding provided for herein is based on Customer achieving a threshold number of purchases in a given time period, Pepsi has and reserves the right to not count purchases towards a given threshold in the event Pepsi determines in its good faith and reasonable discretion that such purchases were not made in the normal course of business for current product needs. Material changes in historical purchasing patterns shall be considered by Pepsi in making any such determination.

This Agreement, and the incorporated documents outlined below, contains the entire agreement

between the parties hereto regarding the subject matter hereof and supersedes all other agreements between the parties. This Agreement may be amended or modified only by a writing signed by each of the parties.

- a. UCDDPA00000131
- b. Exhibit A Product & Prices
- c. Exhibit B Sponsorship Activation
- d. Berkeley-Pepsi Agreement (BPA) (but only as explicitly applicable to UC Davis therein)
- e. CalUSource Event # 002980-UCB-Beverage Services Pouring Rights-11142022 (but only as explicitly applicable to UC Davis therein)

For the avoidance of doubt, no modification, amendment, addendum, rescission, expiration, or termination of the BPA, whether by either Pepsi or UC, shall in any way affect the terms of this Agreement, except as expressly agreed in writing by an authorized representative of UC Davis and Pepsi.

(U) **Representations.** Each of the undersigned parties, represent and warrant to the other that (1) the execution, delivery and performance of this Agreement will not violate any agreements with, or rights of, third parties or any statute, rule or regulation applicable to the party or any of its properties, assets or operations (including without limitation any financial reporting and disclosure requirements promulgated by the Securities and Exchange Commission), (2) it is duly authorized and empowered to bind itself to the terms and conditions of this Agreement for the duration of the Term and (3) it possesses legal authority to enter into and perform the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date set forth below.

PepsiCo Beverage Sales, LLC

The Regents of the University of California, a California public corporation ("UC") on behalf of the University of California, Davis

DocuSigned by:
Brittany Casas
By: Brittany Casas
Print Name: Brittany Casas
Title: Key Account Manager- Foodservice work
Date: 7/26/2024

DocuSigned by:
Michael Kuhner
By: Michael Kuhner
Print Name: Michael Kuhner
Title: Chief Procurement Officer, UC Davis
Date: 7/26/2024

Exhibit A
Product and Prices

Item <i>Bottle & Can</i>	Size	Packaging	Unit Price	Package Price
Aquafina	16oz	24	\$1.25	\$30.10
Aquafina	20oz	24	\$0.82	\$19.56
Aquafina	16.9oz	24	\$0.34	\$8.15
Aquafina	1L	15	\$1.28	\$19.23
Bubly	12oz	24	\$0.50	\$11.96
Bubly	16oz	12	\$0.94	\$11.33
Bundaberg	375ml	4	\$7.88	\$31.51
Carbonated Soft Drinks	12oz	24	\$0.70	\$16.84
Carbonated Soft Drinks	16oz	12	\$1.47	\$17.60
Carbonated Soft Drinks	20oz	24	\$1.12	\$26.90
Celsius	12oz	15	\$1.46	\$21.86
Dole	15.2oz	12	\$1.47	\$17.62
Gatorlyte	20oz	12	\$2.06	\$24.74
Gatorade Fast Twitch	12oz	12	\$1.73	\$20.74
Gatorade	20oz	24	\$1.31	\$31.44
Gatorade	28oz	15	\$1.87	\$28.09
Gatorade Propel	20oz	12	\$1.45	\$17.38
Kevita	15.2oz	6	\$2.66	\$15.93
Lipton Pure Leaf	18.5oz	12	\$1.68	\$20.15
Mtn. Dew Kickstart	16oz	12	\$1.27	\$15.19
Muscle Milk Pro	14oz	12	\$3.15	\$37.83
Muscle Milk	14oz	12	\$3.15	\$37.83
Naked Juice	15.2oz	8	\$2.55	\$20.42
Naked Juice Protien	15.2oz	8	\$2.79	\$22.32
Ocean Spray	15.2oz	12	\$1.47	\$17.62
ProudSource	16oz	24	\$1.29	\$30.93
ProudSource	25.3oz	12	\$2.29	\$27.50
Rockstar	16oz	24	\$0.91	\$21.92
Starbucks Double Shot	15oz	12	\$2.77	\$33.18
Starbucks Frappuccino	13.7oz	12	\$2.96	\$35.49
Starbucks Cold Brew	11oz	12	\$2.69	\$32.23
Starbucks Cold Brew Nitro	9.6oz	12	\$2.63	\$31.51
Tropicana Pure Premium	12oz	12	\$1.28	\$15.31
Yachak	16oz	12	\$1.79	\$21.50

Item	Size	Packaging	Unit Price	Package Price
<i>Fountain</i>				
Corporate CSD's	1 gallon BIB	5	\$19.81	\$ 99.05
Dr Pepper	1 gallon BIB	5	\$19.81	\$ 99.05
Dole Juice	1 gallon BIB	3	\$36.34	\$ 109.02
Gatorade	1 gallon BIB	3	\$20.10	\$ 60.30
Lipton Brisk	1 gallon BIB	5	\$19.81	\$ 99.05
Lipton Iced Tea	1 gallon BIB	3	\$19.81	\$ 59.43
SoBe LifeWater	1 gallon BIB	3	\$19.81	\$ 59.43
Tropicana Lemonade	1 gallon BIB	5	\$19.81	\$ 99.05
Bubly	1 gallon BIB	3	\$19.43	\$ 58.29
Stubborn Soda	1 gallon BIB	3	\$19.81	\$ 59.43

Packaging refers to Gallons for Package

Exhibit B
Sponsorship Activation

1. Signage Rights:

Fixed Signage

UC Davis Health Stadium Permanent Signage (Football, Lacrosse, Special Events)

- One (1) color, fixed position panel located in-stadium to be displayed for football, lacrosse and other special events held at the facility

University Credit Union Center Permanent Signage (Basketball, Volleyball, Gymnastics, Graduations, Special Events)

- Two (2) backlit, fixed ad panels on the corner scoreboards

Schaal Aquatics Center Permanent Signage

- One (1) Static Signage

Aggie Soccer Field Permanent Signage

- One (1) Field Level Static Signage

Dobbins Baseball Complex Signage

- One (1) Outfield Wall Sign

LaRue Softball Field

- One (1) Outfield Wall Sign

Non-Fixed Signage

Basketball, Volleyball and Gymnastics

- Courtside LED – Two (2) minute rotational slides to be displayed on the courtside LED board at all home basketball games

Football

- Four (4) field level corner signage at home football games

Pepsi will provide the artwork relating to Pepsi brands and logos at such will appear on the signage. Customer will be responsible for constructing, installing and maintaining signage during the Term. Pepsi shall have the right to modify, change, alter or remove its branding and promotional messages appearing on the signage and any such changes or removal requested by Pepsi will be at Pepsi's sole cost and expense.

2. Radio & In-Game Recognition

Radio

- Pepsi will receive two (2) thirty-second (:30) spots on UC Davis football broadcasts
- Pepsi will receive two (2) thirty-second (:30) spots on broadcasts for all UC Davis

Athletics men's basketball broadcasts.

- Pepsi will receive the same media entitlements defined herein any post season- radio broadcasts for UC Davis Athletics football and men's basketball if applicable at no additional cost to UC Davis Athletics.

In-Game Recognition

- Pepsi will receive name recognition as a corporate partner on public address announcements read at every home sporting events that has public address capabilities
- Pepsi will have one (1) home football game title sponsorship each season

Videoboard Exposure

- Pepsi will receive at least one (1) logo display at all home football games on the UC Davis Health Stadium videoboard
- Pepsi will receive at least one (1) logo display at all home basketball, volleyball and gymnastics games on the University Credit Union Center videoboard
- Pepsi will receive at least one (1) logo display at all home UC Davis baseball games on the Dobbins Field videoboard

Print Exposure

- Pepsi will receive one (1) full-page, four (4) digital color advertisement in the football game day program
- Pepsi will receive logo on Athletics schedule posters
- Pepsi will receive logo on back of tickets sold in the Athletic Ticket Office

Website Exposure

- Pepsi will have a hyperlinked logo placed on corporate partner page of website

Email Exposure

- Pepsi will receive three (3) email blasts and offer a link to your website. E-mail timing will be discussed and mutually agreed upon between UC Davis Athletics and Pepsi

Tickets/Hospitality

- Pepsi will receive twelve (12) premium football season tickets and 4 parking passes
- Pepsi will receive 500 tickets and tailgate space to the football title sponsorship game (1 per season)
- Pepsi will receive twelve (12) premium men's basketball season tickets and 4 parking passes
- Pepsi will receive (12) premium women's basketball season tickets and 4 parking passes

3. Sampling:

Customer agrees to permit Pepsi to conduct limited sampling of Pepsi's Products (including innovative Products) at the Facilities in a form and manner as specifically authorized and approved by Customer in accordance with rules and procedures established by Customer.