

## **SPONSORSHIP AGREEMENT**

This Sponsorship Agreement (the "Agreement") is entered into on July 1, 2005, by and between Oklahoma State University Department of Athletics, having a notice address of OSU Athletics Center, Stillwater, Oklahoma (AOSU Athletics®) and Great Plains Coca Cola Bottling Company, an Oklahoma corporation having a notice address of 600 North May Avenue, Oklahoma City, Oklahoma ("Great Plains").

### **R E C I T A L S**

A. Great Plains has been selected by OSU Athletics to provide soft drink beverage services on an exclusive basis at certain facilities under the control of OSU Athletics, and to be the exclusive sponsor (in the "Beverages" category, as defined herein) of OSU Athletics and all of its teams, and the parties desire to memorialize the referenced relationship pursuant to this Agreement.

B. For purposes of this Agreement, (a) the term "Facilities" is understood to mean all venues under the control of the OSU Athletics, including the facilities listed in Exhibit A attached hereto, (b) the term "Teams" refers to all teams, both men's and women's, under the control of OSU Athletics, and (c) the term "Beverages" is defined in Exhibit A attached hereto. The parties specifically agree that the exclusive rights granted herein to Great Plains are intended to prevent the sale or other distribution of any competitive beverage types at any of the Facilities during the Term.

C. The parties entered into a prior Sponsorship Agreement dated December 20, 1999, which shall remain in effect through June 30, 2005. This Agreement will take effect on July 1, 2005, and run for seven (7) years. This Agreement represents the definitive agreement contemplated by that certain Letter of Intent dated November 9, 2004.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Designation of Great Plains as Exclusive Provider. Subject to the terms and conditions of this Agreement, Great Plains is hereby designated as the sole holder and licensee of the exclusive right to provide all Beverages of any type at the Facilities between July 1, 2005 and June 30, 2012 (the "Term"). Throughout the Term, OSU Athletics hereby grants to Great Plains (a) the exclusive right to sell and/or otherwise dispense Beverages of any type at the Facilities (including full service vending), (b) the exclusive right to market Beverages of any type at or in connection with the Facilities and associate Beverages of any type with the Facilities and Teams, (c) the exclusive right to promote the consumption and sale of Beverages of any type at the Facilities, and (d) the exclusive sponsorship of OSU Athletics and the Teams in the Beverage category, with exclusive on and off campus marketing rights as it relates to OSU Athletics in areas which are within the scope of control of OSU Athletics. In addition, Great Plains shall be entitled to receive all of the benefits described in Exhibit B attached hereto throughout the Term.

2. Beverage Pricing. OSU Athletics will purchase all of its requirements of Beverages, and all related cups, carbon dioxide and other products, from Great Plains at the prices listed in Exhibit C, which are for the first contract year. All carbon dioxide gas must be purchased from Great Plains. Great Plains will have the right to increase prices at the beginning of each contract year at a rate not to exceed five percent (5%) per year. Great Plains reserves the right to modify its product line at any time during the Term. Competitive pricing will be provided on any new products not listed.

3. Compensation to OSU Athletics. Subject to the terms and conditions of this Agreement, Great Plains hereby agrees to provide OSU Athletics with the following payments and/or benefits:

(a) Annual Support Payments. \$450,000 for the first contract year, \$475,000 for the second contract year, \$500,000 for the third, fourth and fifth contract years, \$525,000 for the sixth contract year and \$550,000 for the seventh contract year, payable at the beginning of each corresponding contract year.

(b) Vending Commissions. Vending commissions, as follows:

- 20 oz. carbonated soft drink bottle - 30% commission at a \$1.00 vend price
- 20 oz. Powerade and 15.2 oz. Minute Maid Juice Bottle - 20% commission at \$1.00 vend price

provided that vend prices will be modified by Great Plains during the term as it deems necessary.

(c) Product Donations. Product donations for OSU Athletics functions, provided the retail value of such products shall not exceed \$20,000 during any contract year.

(d) Signage. The amounts due to Action Sports Media to maintain Great Plains= existing signage on the OSU Athletics Spiritron scoreboard located at Boone Pickens Stadium.

4. Clarification of Beverage Rights.

4.1 OSU Athletics agrees that all Beverages sold, distributed or otherwise dispensed (including for free) at all locations at the Facilities where refreshments are sold, distributed, or otherwise dispensed (including for free) will be Beverages purchased from Great Plains. OSU Athletics agrees that it shall, and shall cause its concessionaires, as applicable, to purchase its complete requirements of Beverages from Great Plains. No competitive products shall be sold or otherwise made available at any of the Facilities at any time during the Term.

4.2 OSU Athletics will cooperate as reasonably necessary to allow Great Plains to market Beverages in the stands at all events at the Facilities, including hawking 20 oz products at all events at the Facilities. Great Plains will also provide a budget of \$10,000 per contract year for the purchase of hawking equipment.

5. Clarification of Marketing Rights.

5.1 OSU Athletics grants to Great Plains the following exclusive promotional rights during the Term:

(a) To market and promote Beverages in connection with OSU Athletics, the Teams and the Facilities, including the right to recognize the relationship described in this Agreement on signs.

(b) To market and promote Beverages in connection with OSU Athletics, the Teams and the Facilities, including the use of any proprietary rights (including trademarks) of OSU Athletics on a royalty-free basis. Beverages distributed by Great Plains utilizing OSU marks, including "H2OSU" water, will not be subject to royalty fees. OSU Athletics acknowledges and agrees that such promotional activities may be conducted in conjunction with all Beverages. As such, Great Plains shall have the right to incorporate its marks, logos and/or branded products with the proprietary rights of OSU Athletics on any advertising, point-of-sale packaging or promotional items or materials.

(c) To refer to Great Plains in any of Great Plains' marketing materials as a "sponsor" of OSU Athletics, the Teams and the Facilities and refer to any brand of Beverages in any of Great Plains' marketing materials as the "official" or "exclusive" soft drink, water, tea, juice, or juice drink of OSU Athletics, the Teams and the Facilities. The foregoing shall

specifically include the right to designate Dr Pepper as the "official soft drink sponsorship of Oklahoma State University Athletics".

(d) To survey individuals at the Facilities with OSU Athletics' prior approval as to location and time.

(e) To display approved renditions of trademarks associated with any Beverages on the reverse side of all admission tickets for all Facilities, and such trademarks will be the only trademarks for Beverages on the reverse side of the admission tickets.

(f) To display approved renditions of trademarks associated with any Beverages on primary scoreboard signage locations at the Facilities.

(g) To maintain the exclusive signage rights for Beverages at all Facilities.

5.2 OSU Athletics recognizes that Great Plains has paid valuable consideration to ensure an exclusive associational relationship with OSU Athletics, the Teams and the Facilities for Beverages, and that any dilution or diminution of such exclusivity seriously impairs Great Plains' valuable rights. Accordingly, OSU Athletics will assist Great Plains in opposing Ambush Marketing (as defined herein) and assist Great Plains in taking all reasonable steps to stop Ambush Marketing and in protecting the exclusive associational rights granted to Great Plains by OSU Athletics in this Agreement. In the event any such Ambush Marketing occurs during the Term, each party shall notify the other parties of such activity immediately upon learning thereof. For purposes of this Section 5.2, the term "Ambush Marketing" shall mean an attempt by a third party without Great Plains' consent to associate competitive products with OSU Athletics, any Team or any of the Facilities, or to suggest that competitive products are endorsed by or associated with OSU Athletics, any Team or any of the Facilities.

5.3 OSU Athletics grants to Great Plains the following exclusive merchandising rights during the Term:

(a) All Beverages served, sold, or dispensed at any of the Facilities shall be served in containers approved by Great Plains.

(b) All materials promoting Beverages at the points-of-sale at the Facilities shall include translites and pictorials which shall be clearly visible to the purchasing public and shall be displayed in a manner and location acceptable to Great Plains.

(c) The Beverage trademarks shall be prominently displayed on each menu board at the Facilities in a manner acceptable to Great Plains.

5.4 To the extent University's name or other trademarks are utilized, University shall have the right to pre-approve the concept for any promotional activity undertaken hereunder and any artwork or other items created by Great Plains for use in promotional activities authorized herein. If University fails to respond to any submission within a period of seven (7) working days subsequent to the actual receipt by University of such submission, then such submission shall be deemed approved by University. University agrees that its approval hereunder shall not be unreasonably withheld. Approvals shall be obtained from University's Trademark License Coordinator. Containers displaying University trademarks must be purchased from a duly authorized University licensee.

5.5 OSU Athletics agrees that it shall not, directly or indirectly, (nor shall OSU Athletics permit anyone to whom OSU Athletics has granted promotional, advertising or other rights) maintain any agreement or relationship pursuant to which any competitive products are associated with OSU Athletics or advertised or promoted at the Facilities during the Term. For further specificity, and not by way of limitation, OSU Athletics agrees that no permanent or temporary advertising, signage, or trademark visibility for competitive products will be displayed or permitted anywhere at any of the

Facilities, or anywhere at any adjacent facilities of OSU Athletics so as to be visible from any of the Facilities. Notwithstanding the foregoing, OSU Athletics will have the right to maintain its existing Gatorade contract and/or similar successor contracts involving sideline and bench signage and coolers, and such contract(s) will not be violative of OSU Athletics' obligations under this Agreement.

6. Equipment. During the term of this Agreement, Great Plains shall provide the equipment described in Exhibit D attached hereto, and shall maintain the equipment at its present location at the Facilities and/or place the equipment at locations selected by Great Plains after consulting with OSU Athletics. Additional equipment may be provided as necessary and as agreed to by the parties. All equipment is and shall remain the property of Great Plains. Great Plains shall maintain the equipment in good working condition and keep the equipment in a clean, neat, and sanitary condition. Great Plains shall keep all equipment free of any bugs, insects, and contaminants. Great Plains shall generally respond within four (4) hours of notice of a service request and shall repair and/or replace any equipment which cannot be repaired within forty-eight (48) hours of receiving notice from OSU Athletics.

7. Noncompliance. Either party's failure to perform, comply with, or observe any agreement or obligation of such party under this Agreement and the continuance of such failure for a period of more than 30 days after delivery of written notice thereof shall be a Default; provided that if the default is of such a nature that it may not be reasonably cured within 30 days, then no Default shall occur hereunder if such party commences curing within such 30-day period and thereafter diligently and continuously pursues such cure to completion within a period of not more than 90 days after the delivery of such notice. The parties acknowledge that the rights granted to Great Plains herein are of a unique nature and that any loss of such rights cannot be fully compensated by damages in an action at law. As a result, OSU Athletics acknowledges and agrees that, in addition to any other available remedies, in the event of an uncured default by OSU Athletics hereunder, Great Plains shall be entitled to seek and obtain equitable relief (including an injunction requiring OSU Athletics to comply fully with its obligations under this Agreement).

8. Third Party Interests. OSU Athletics represents and warrants that (a) this Agreement has been properly authorized by all necessary action of the Department of Intercollegiate Athletics of Oklahoma State University and/or any other necessary university department, and represents a valid, binding and enforceable agreement binding on OSU Athletics, (b) no third parties hold any contractual rights previously granted by OSU Athletics and/or other departments of the university which could reasonably be expected to adversely affect the rights granted to Great Plains in this Agreement, and (b) that no rights will be granted by OSU Athletics and/or other departments of the university to third parties in the future which could reasonably be expected to adversely affect Great Plains' rights hereunder.

9. Miscellaneous.

9.1 Entire Agreement. The parties agree that there are no representations, understandings, stipulations, agreements or promises pertaining to this Agreement which are not incorporated herein. This Agreement will not be altered, waived, amended or extended, except by a written agreement signed by Great Plains and OSU Athletics.

9.2 Severability. If any provision of this Agreement is illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible and which is legal, valid and enforceable.

9.3 Governing Law. This Agreement will be construed and enforced according to the internal laws of the State of Oklahoma. Any suit, action or proceeding with respect to this Agreement shall be brought exclusively in the courts of Payne County, Oklahoma. Each party hereto hereby irrevocably waives any objections which they may have to the jurisdiction or venue of any suit, action or proceeding, arising out of or relating to this Agreement, brought in such courts, and hereby further irrevocably waives any claim that such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

9.4 Notices. Any notice to be given hereunder will be deemed to be given when deposited in the United States Postal Service, certified or registered mail, return receipt requested, with sufficient postage prepaid, or by a recognized overnight courier service, addressed as indicated on page 1 of this Agreement, or personally delivered. Either party may, at any time, designate any other address by giving written notice to the other party.

9.5 Binding Effect. The provisions of this Agreement will be binding upon and inure to the benefit of OSU Athletics and Great Plains and their respective successors in interest and legal representatives.

IN WITNESS WHEREOF, Great Plains and OSU Athletics have executed and delivered this Agreement on the date first above written.

**OSU Athletics:**

OKLAHOMA STATE UNIVERSITY DEPARTMENT OF  
ATHLETICS

By:

Name:

Title:

Harry Birdwell  
Athletics Director

**GREAT PLAINS:**

GREAT PLAINS COCA COLA BOTTLING COMPANY

By:

Name:

Title:

Keith Brown  
CEO

**ACKNOWLEDGMENT**

STATE OF OKLAHOMA )  
COUNTY OF Payne )

SS:

The foregoing instrument was acknowledged before me this 3rd day of May, 2005, by Harry Birdwell as the Athletics Director of Oklahoma State University Department of Athletics.

My Commission Expires:  
March 26, 2006  
(SEAL)

Roxanne Cantrell  
Notary Public

**ACKNOWLEDGMENT**

STATE OF OKLAHOMA )  
COUNTY OF \_\_\_\_\_ )

SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by \_\_\_\_\_ as the \_\_\_\_\_ of Great Plains Coca-Cola Bottling Company, an Oklahoma corporation.

My Commission Expires:  
\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Notary Public

## **EXHIBIT A**

### **FACILITIES**

Boone Pickens Stadium  
Gallagher-Iba Arena  
Allie P. Reynolds Stadium  
Cowgirl Softball Stadium  
Cowgirl Soccer Complex  
Droke Track & Field Facility  
OSU Athletics Equestrian Facility  
Pregame Tent Areas - areas which are within the scope of control of OSU Athletics  
All athletic sponsored events associated with any of the above

### **BEVERAGES**

"Beverages" means (i) all carbonated and non-carbonated, natural or artificially-flavored, non-alcoholic beverages, whether meant to be served at room temperature or colder, consumed independently or as a mixer, including but not limited to: non-alcoholic beverages with nutritive or non-nutritive sweeteners, flavored and/or sweetened water, naturally or artificially flavored fruit juices; fruit juice containing drinks; fruit-flavored drinks (sweetened or unsweetened); fruit punches and ades; hypertonic, hypotonic and isotonic energy and fluid replacement drinks (sometimes referred to as "isotonics" or "sports drinks"); frozen carbonated beverages; bottled/canned carbonated and non-carbonated waters, and packaged cold teas and waters, and packaged cold teas and coffees; (ii) all drink or beverage bases, whether in the form of syrups, powders, crystals, concentrates, or otherwise, from which drinks and beverages are prepared.

Notwithstanding the foregoing, "Beverages" shall not include:

- (a) dairy and dairy-like beverages including, without limitation, milk, milkshakes, flavored milk, hot chocolate beverages and cocoa, and hot coffee beverages which are primarily (more than 50%) dairy based;
- (b) cold brewed unpackaged coffee or tea, hot coffee, hot tea, tea bags, loose tea, loose coffee grains or beans, water packaged in bulk or water drawn from the public water supply;
- (c) beer and near beer beverages whether alcoholic or non-alcoholic;
- (d) alcoholic or low alcoholic beverages, and non-alcoholic wines, coolers and spirits; and
- (e) freshly squeezed or extruded vegetable and fruit juices.

## EXHIBIT B

### SPONSORSHIP BENEFITS

- A. Football Stadium Signage Package
  - Football Schedule Card Logo
  - Logo placement on all Football Ticket Backs
  - Football Poster Logo
  - Full page color advertisement in Game Program
  - Sponsorship of Football Coach's Radio Show
    - One (1) 30-second spot per week*
  - Sponsorship of Football Coach's TV Show
    - One (1) 30-second spot per week*
  - Tickets
    - 26 Club Seats with Parking
      - Seats will include 10 currently held and two blocks of eight tickets*
    - 8 Chairback tickets with parking
    - 50 Section P (lower) Season Tickets
    - 50 Pregame meals each week
  - 100 Tickets and use of suite for University of Oklahoma or Texas game each year
- B. Jumbotron Scoreboard
  - Northwest Corner Sign
  - Scorer's Table Signage
  - Media Table Sign
  - Southwest Corner Sign
  - Full Page Color advertisement in Game Program
  - Logo Placement on all ticket backs
  - Basketball Schedule Card Logo
  - Basketball Poster Logo
  - Sponsorship of Basketball Coach's Radio Show
    - One (1) 30-second spot per week*
  - Sponsorship of Basketball Coach's TV Show
    - One (1) 30-second spot per week*
  - Tickets
    - 24 season tickets (not less than four of which will be in Section 212)
    - Use of Skybox for one game (Texas)
- C. Current Signage - Outfield Sign
  - Four (4) Season Tickets
  - Schedule Card and Poster Logo

# EXHIBIT C

## PRICING FOR JULY 1, 2005 THROUGH JUNE 30, 2006

<b>Package CSDs</b>	<b>Quantity Per Case</b>	<b>Price Per Case</b>
8oz	24	\$11.44
12oz Cans	24	\$8.16
20oz Bottles	24	\$17.04
1 liter	12	\$13.00
2 liter	8	\$10.32
Premix	1	\$18.90
Postmix 5 gal	1	51.00
Postmix 2.5 gal	1	\$25.50

<b>NCBs</b>	<b>Quantity Per Case</b>	<b>Price Per Case</b>
12 oz MM Refresh	24	\$8.40
20 oz MM Refresh	24	\$15.12
12oz POWERade 6pk	24	\$11.44
20oz POWERade	24	\$17.76
32oz POWERade	12	\$14.40
12oz Minute Maid 6pk	24	\$16.32
15.2oz Minute Maid Juice	24	\$18.96
Full Throttle	24	\$30.24

<b>Water</b>	<b>Quantity Per Case</b>	<b>Price Per Case</b>
12oz Dasani Window case	24	\$9.12
20oz Dasani Singles	24	\$10.08
1 liter Dasani	12	\$8.40
24oz H2OSU Athletics	24	\$10.08

<b>Mixers</b>	<b>Quantity Per Case</b>	<b>Price Per Case</b>
10oz	24	\$11.44
1 liter	12	\$13.08
Co2	1	\$18.00

<b>Cups</b>	<b>Quantity Per Case</b>	<b>Price Per Case</b>
Foam 16oz	1000	\$34.00
Foam 24oz	500	\$24.50
Foam 32oz	500	\$29.50
Paper 12oz	2000	\$47.50
Paper 21oz	1000	\$33.50
Paper 24oz	1000	\$36.48
Paper 32oz	480	\$39.84
Paper 44oz	480	\$32.64

<b>Lids</b>	<b>Quantity Per Case</b>	<b>Price Per Case</b>
Foam 16oz	1000	\$11.47
Foam 24oz	500	\$7.25
Foam 32oz	500	\$14.50



Paper 12oz	2000	\$11.47
Paper 21oz	2000	\$28.00
Paper 24oz	2000	\$28.00
Paper 32oz	960	\$19.20
Paper 44oz	960	\$24.48

**EXHIBIT D****EQUIPMENT****Current Equipment**

<b>Equipment Type</b>	<b>Description</b>	<b>Quantity</b>
Post Mix	Free Standing	55
Post Mix	Drop In	3
Post Mix	Counter Top Electric	2
Open Type Cooler	GDM 45	2
Open Type Cooler	GDM 26	5
Open Type Cooler	GDM 12	8
Open Type Cooler	GDM 7	14
Bottle Machine	Vending	2
Snack Machine	Vending	1
Total Current Equipment		92

**New Equipment 2004**

<b>Equipment Type</b>	<b>Description</b>	<b>Quantity</b>
Post Mix	Free Standing	51
Post Mix	Bar Guns	7
Open Type Cooler	GDM 45	11
Open Type Cooler	GDM 26	8
Open Type Cooler	GDM 12	5
Racks	Storage/Dispensing	28
Total New Equipment 2004		110

**Projected New Equipment 2006**

<b>Equipment Type</b>	<b>Description</b>	<b>Quantity</b>
Post Mix	Free Standing	48
Post Mix	Bar Guns	7
Open Type Cooler	GDM 45	11
Open Type Cooler	GDM 26	8
Open Type Cooler	GDM 12	4
Racks	Storage/Dispensing	20
Total Projected New Equipment 2006*		98

\*Based on OSU Athletics equipment projections for north side of Boone Pickets Stadium