

As of 6/18/2012

University of Central Florida  
4000 Central Florida Boulevard  
Orlando, Florida 32816

Coca-Cola Refreshments USA, Inc. d/b/a  
Florida Coca-Cola Bottling Company  
2900 Mercy Drive  
Orlando, Florida 32808

This letter confirms the agreement made by and among the University of Central Florida, a not-for-profit educational institution organized under the laws of the state of Florida ("University"), Coca-Cola Refreshments USA, Inc. d/b/a Florida Coca-Cola Bottling Company, a Florida corporation ("Bottler"), and The Coca-Cola Company, a Delaware corporation, acting by and through its Coca-Cola North America Division ("Company", and collectively with Bottler, "Sponsor"), which sets forth certain exclusive rights granted to Sponsor by University, as set forth in the attached Term Sheet.

1. **Term Sheet and Definitive Agreement** The Term Sheet attached hereto as Attachment 1 is hereby incorporated in its entirety. This letter and the Term Sheet, together with any other attachments referenced in either, will constitute a legally binding agreement (the "Agreement") when this letter is signed by all parties in the spaces provided below. All capitalized terms not defined in this letter shall have the meanings assigned to them in the Term Sheet. This letter shall prevail in the event of any conflict between the provisions of this letter and the Term Sheet.
2. **Exclusive Association; No Competitive Beverages** Subject to the Permitted Exceptions and Special Promotional Events set forth in the Term Sheet, each of the rights and licenses granted to Sponsor under this Agreement is exclusive with respect to Beverages. To protect this exclusivity, University makes the covenants set forth in the Term Sheet and this letter. These covenants are essential to protecting Sponsor's exclusive association with University, the Campus, the University Teams and the University Marks. University understands that it is required to take certain actions, and refrain from certain actions, to comply with these covenants. University agrees that Sponsor has the right to assert remedies

for any breach of these covenants, regardless of whether the breach results from the actions of a third party not under University's control.

3. **Steps to Stop Ambush Marketing.** If any third party, including University's media partners, Conferences, Bowls and others with whom University has ongoing relationships, tries without Sponsor's consent to associate Competitive Products with University, the Campus, the University Teams or the University Marks, or tries to suggest, by implication or otherwise, that Competitive Products are so associated, University will take reasonable steps to stop this "ambush marketing" and to protect Sponsor's exclusive association. These steps must include the following, as circumstances warrant:

- (A) Complaining in writing to the violating party (e.g., via a cease and desist letter) and/or to the media; and
- (B) Instituting legal action, including suits for temporary and permanent injunctive relief.

Any party learning of ambush marketing will promptly notify the other parties of this activity.

4. **Sharing Relationship.** Sponsorship Fees and Commissions will be paid as set forth in the Term Sheet. Company is responsible for 40% of the Sponsorship Fee payment and Bottler is responsible for 60% of the Sponsorship Fee payment due. University will provide separate invoices to Company and Bottler for their shares of the Sponsorship Fees at least 30 days before payment is due. Bottler is responsible for paying all Commissions to University.

5. **University's Right of Prior Approval**

University will have the right to approve in advance (i) the concept for any promotional activity with respect to University that will utilize the University Marks, and (ii) any items created by Sponsor that incorporate any of the University Marks. University will cooperate with Sponsor's activities, on and off-Campus, designed to promote Sponsor's sponsorship association with University, the Campus, University Teams and the University Marks. University will not unreasonably withhold its approval of submissions by Sponsor under this Agreement. Withholding approval is considered unreasonable unless it is based on:

- (i) University's determination that University Marks have been used incorrectly in a technical sense (such as improper color or trademark nonconformity); or
- (ii) University's reasonable determination that Sponsor's proposed promotional activity or use of University Marks will reflect negatively on University.

For example, University agrees that it is unreasonable to withhold approval of a submission that includes the name or marks of one of Sponsor's customers solely

because that customer is not also a sponsor of University or because that customer operates in a trade channel where University already has an exclusive sponsor.

University will have 10 business days from receipt to respond to any written submission by Sponsor. If University fails to respond within that time period, then Sponsor's submission will be deemed automatically approved by University.

Sponsor will have the right to use any previously approved Designations without having to again seek University's approval.

## 6. Signage, Media/Advertising and Tickets/Hospitality Additional Terms

University will provide Sponsor with the signage, media, tickets and hospitality rights as set forth in the Term Sheet.

- (A) The text, graphics, and artwork for Sponsor's signage will be developed, created and produced by Sponsor, at Sponsor's sole cost. University will pay all costs for installation, repair and maintenance, except that Sponsor will pay the cost of installing any replacement panels used to modify Sponsor's initial advertising message or graphics. University will repair any malfunction, damage or destruction to the panels or supporting structures within a commercially reasonable period.
- (B) The text, graphics, and artwork for Sponsor's print advertising will be developed, created and produced by Sponsor, at Sponsor's sole cost.
- (C) **No Obstructions.** Sponsor's signage on Campus must not be blocked by University or any third party. This includes Blockage during the Broadcast of any University Team game or other Campus event. University will cause third parties to comply with this provision in all new or renewed agreements involving rights to Broadcast University Team games or other Campus events, or otherwise photograph the Campus. "Blockage" means the alteration, dimming, or obscuring of advertising for whatever reason, including by electronic manipulation or the electronic insertion of virtual signage for Competitive Products. "Blocked" has a corresponding meaning. Reconstructions of the Campus (such as on maps or in video games) will recreate Sponsor's signage in accordance with its actual appearance and placement.
- (D) **Illuminated Signage.** University will supply the required electricity for all Sponsor's lighted signs and advertising panels -- including lighted concession advertising -- that advertise or promote Company Beverages. All these signs and panels must be fully illuminated at all events during which any signs in the same facility are illuminated.

- (E) **Access to Signage.** At all reasonable times, University will provide Sponsor access to its signage to replace, remove, or modify it.

**7. Sponsor's Right of First Negotiation**

Sponsor will have a right of first negotiation. The parties agree to negotiate exclusively for a period of 90 days, beginning no earlier than 365 days before the expiration of the Term but no later than 180 days before the expiration of the Term (or immediately upon termination, as applicable). The 90 day exclusive negotiation period will begin when a party receives a written proposal of terms from the other party.

**8. Representations, Warranties, and Covenants**

**8.1 By University.** University represents, warrants, and covenants to Sponsor the following:

- (A) **Authority.** It has full power and authority to enter into this Agreement and to grant Sponsor the rights described in it.
- (B) **Binding Obligation.** It has obtained all necessary approvals for its execution, delivery, and performance of the Agreement. It has duly executed and delivered this Agreement, which is now its binding legal obligation.
- (C) **Right to License Marks.** It has the exclusive right to license the University Marks.
- (D) **Non-Profit Status.** It is a non-profit institution. All Beverages purchased hereunder are solely for University's use and will not be resold or otherwise made available to any third party who sells or distributes Beverages. University will provide Sponsor with prompt written notice of any third party retained by it to manage or operate a beverage service on Campus.
- (E) **No Conflicting Agreements.**
  - (1) It has not entered into, and during this Agreement's Term will not enter into, either of the following:
    - (a) any agreement that would prevent University from complying with this Agreement; or
    - (b) any agreement granting rights that are in conflict with the exclusive rights granted to Sponsor under this Agreement.

- (2) It will require third parties (possible examples include Concessionaires, third-party food-service operators, vending companies, licensing agents and Broadcasters) to comply with the relevant provisions of this Agreement.

**8.2 By Sponsor.** Each of Company and Bottler, solely as to itself, represents, warrants, and covenants to University the following:

- (A) **Authority.** It has the full power and authority to enter into this Agreement.
- (B) **Binding Obligation.** It has obtained all necessary approvals for its execution, delivery, and performance of this Agreement. It has duly executed and delivered this Agreement, which is now its binding legal obligation.
- (C) **No Conflicting Agreements.** It has not entered into, and during the Term will not enter into, any other agreement that would prevent it from complying with this Agreement.

9. **Confidentiality** Except as otherwise required by applicable law, University and its agents, employees and representatives will not disclose in any way any terms of this Agreement. This obligation remains in effect for three (3) years after the termination or expiration of this Agreement.

10. **Termination and Remedies** This Agreement may be terminated prior to the expiration of the Term under the following circumstances:

**10.1 University's Termination Rights.** In addition to other legal and equitable remedies, University may terminate this Agreement if any of the following events occurs:

- (A) **If Company or Bottler Doesn't Pay.** University may terminate if Company or Bottler fails to make any payment to University under this Agreement, and if this default continues for forty-five (45) days after both Company and Bottler receive written notice of the default. But University may not terminate if the payment failure is due to University's failure to perform, any loss of Sponsor's rights or a bona fide dispute between the parties.
- (B) **If Sponsor Breaches.** University may terminate if Sponsor breaches any other material term of this Agreement and Sponsor fails to cure the breach within 45 days of both Company and Bottler receiving written notice of the breach.
- (C) **If Sponsor Becomes Insolvent or Bankrupt.**

- (1) University may terminate immediately upon written notice if Company or Bottler does any of the following:
  - (a) becomes unable to pay its liabilities when due;
  - (b) makes an assignment for the benefit of creditors;
  - (c) files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent;
  - (d) has a receiver appointed for any portion of its business or property; or
  - (e) has a trustee in bankruptcy or trustee in insolvency appointed for it under federal or state law.
  
- (2) University does not have the right to terminate because of Bottler's insolvency or other financial instability as described above if Company agrees in writing to assume all of Bottler's obligations under this Agreement.

**10.2 Sponsor's Termination Rights.** In addition to other legal and equitable remedies, Sponsor may terminate this Agreement if any of the following events occurs:

- (A) If University Breaches.** Sponsor may terminate if University breaches any material term or condition of this Agreement and fails to cure the breach within 45 days of receiving written notice of the breach.
  
- (B) If University Becomes Insolvent or Bankrupt.** Sponsor may terminate immediately upon written notice if University does any of the following:
  - (1) becomes unable to pay its liabilities when due;
  - (2) makes an assignment for the benefit of creditors;
  - (3) files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent;
  - (4) has a receiver appointed for any portion of its business or property; or
  - (5) has a trustee in bankruptcy or trustee in insolvency appointed for it under federal or state law.

- (C) **If University Loses Authority.** Sponsor may terminate if University's authority to convey any of the rights in this Agreement expires or is revoked, in whole or in part.
- (D) **If Campus Closes.** Sponsor may terminate if a portion of the Campus is closed, other than in connection with regularly scheduled breaks, for any reason, even if beyond the reasonable control of University, for a period of more than one hundred twenty (120) consecutive days, and during that period, sales of Company Beverages on Campus decrease by more than 30%, as compared to sales during the same period occurring twelve (12) months earlier.
- (E) **If Athletics Activities Cease.** Sponsor may terminate if a substantial portion of University's athletic programs and competitions are not conducted due to NCAA sanctions or any other reason.
- (F) **Written Notice Required.** Sponsor must give forty-five (45) days written notice to University when exercising any of its termination rights under Sections (C), (D), or (E) above.

## **11. Refunds and Adjustments**

- (A) **Refunds.** If the Agreement is terminated prior to its scheduled Term expiration for any reason whatsoever, then University will refund to Sponsor a *pro rata* portion of all fees, commissions and other payments that have been paid but not earned as of the date of termination (or the date of breach, if earlier). All prepaid fees will be earned on a daily basis over the payment period. All prepaid commissions will be earned based on actual sales.
- (B) **Other Adjustments.** If (i) any of the rights granted to Sponsor are materially restricted or limited (such as by, but not limited to, breach of exclusivity or ambush marketing) during the Term, (ii) the volume of Company Beverage sold to the University decreases for any reason in any twelve month period by 30% or more over the prior twelve month period, (iii) a University Team fails to play all of its scheduled home games on the Campus for a period of more than thirty (30) consecutive days during its scheduled season, OR (iv) any material component of the Campus is closed for a period of more than ninety (90) consecutive calendar days, then in addition to any other remedies available to Sponsor, Sponsor may elect to adjust the Sponsorship Fees and other consideration to be paid to University to reflect the diminution of the value of rights granted to Sponsor (and University will pay Sponsor a refund of any prepaid amounts in excess of the reduced Sponsorship Fees and other consideration). If University disagrees with the amount of the adjustment proposed by Sponsor, then University shall inform Sponsor in writing of

such disagreement and the parties will commence in good faith negotiations to reach an agreement on an adjustment. If University and Sponsor have not agreed on the amount of the adjustment within thirty (30) days of such notice by University, then Sponsor may terminate the Agreement upon written notice to University.

## **12. Indemnification**

**12.1 Company Obligations.** Except as otherwise provided by Section 12.4 below, Company agrees to defend, indemnify, and hold harmless each of University and Bottler, and each of their respective officers, directors, employees, and agents, from and against all claims, suits, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses) related to (i) Company's material breach of this Agreement, (ii) the injury or death of any person, or the loss of or damage to any property, arising from the negligence of Company, or its employees or agents in the course of their duties to Company, or (iii) allegations that any of the Company Marks violates or infringes any rights of third parties, provided that the indemnified party has used the Company Marks in the exact manner provided or approved by Company.

**12.2 Bottler Obligations.** Except as otherwise provided by Section 12.4 below, Bottler agrees to defend, indemnify, and hold harmless each of University and Company, and each of their respective officers, directors, employees, and agents, from and against all claims, suits, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses) related to (i) Bottler's material breach of this Agreement, or (ii) the injury or death of any person, or the loss of or damage to any property, arising from the negligence of Bottler, or its employees or agents in the course of their duties to Bottler.

**12.3 University Obligations.** Except as otherwise provided by Section 12.4 below and to the extent permitted under Florida law, University agrees to defend, indemnify, and hold harmless each of Bottler and Company, and each of their respective officers, directors, employees, and agents, from and against all claims, suits, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses) related to (i) Sponsor's status as a sponsor of University, (ii) University's material breach of this Agreement, (iii) the injury or death of any person, or the loss of or damage to any property, arising from the rights granted under this Agreement or from the negligence of University, or its employees or agents in the course of their duties to University, or (iv) allegations that any of the University Marks violates or infringes any rights of third parties, provided that the indemnified party has used the University Marks in the exact manner provided or approved by University.

**12.4 Limitation on Obligations.** No party has any obligation to indemnify, defend, or hold another party harmless for any claims, suits, liabilities, costs,



or expenses to the extent caused by the acts, omissions, or negligence of the party seeking indemnification.

**12.5 Indemnification Procedures.** Whenever any party entitled to indemnification under this Agreement (the "Indemnified Party") receives notice of any potential claim that might be subject to indemnification, that party will promptly notify the party obligated to indemnify (the "Indemnifying Party"). The Indemnifying Party will assume the defense of the claim through counsel designated by it and reasonably acceptable to the Indemnified Party. Except as provided below, the Indemnified Party will not settle or compromise any claim, or consent to the entry of any judgment, without the written consent of the Indemnifying Party, which will not be unreasonably withheld. The Indemnified Party and its affiliates, employees, and representatives will cooperate with the Indemnifying Party in the defense of the claim. If the Indemnifying Party fails to assume the defense of the claim as soon as reasonably possible, and in any event before the earlier of 20 days after receiving notice of the claim or 5 days before the date that an answer to a complaint (or its equivalent) is due, then the Indemnified Party may settle the claim on behalf of and at the risk and expense of the Indemnifying Party.

### **13. Miscellaneous Provisions**

**13.1 Entire Agreement.** This Agreement and any other agreements referenced in it contain all the terms and conditions agreed on by the parties with respect to this Agreement's subject matter. This Agreement does not invalidate or amend any other agreement between University and Sponsor (or between affiliates of University and Sponsor) with respect to other subject matter.

**13.2 Modification.** This Agreement can be modified or changed only by a written instrument signed by all parties.

**13.3 Retained Rights.** This Agreement does not give any party any interest in or the right to use the trademarks of another party except as specifically authorized in this Agreement. Even if use of a party's trademarks is specifically authorized, the trademarks remain solely that party's property, and no joint ownership can arise because of the other party's use under this Agreement. This Agreement does not make any party the agent of another party, nor does it create any partnership or joint venture between University and Sponsor.

#### **13.4 Insurance.**

**(A)** Company and Bottler each agree to maintain sufficient insurance or self-insurance to adequately protect the respective interests of the University, its Board of Trustees, and the State of Florida hereto. Company and Bottler shall provide certificates to University each Agreement Year indicating that such insurance is in force and effect, and such certificates shall state that

University shall be notified in the event of cancellation of coverage. The first certificates shall be provided to University within 30 days that this Agreement is fully executed. University, Board of Trustees, and the State of Florida shall each be listed as additional insureds.

Specifically, Company and Bottler each agree to procure and maintain during the Term the following types and amounts of insurance:

Policy	Minimum Limits
(a) Workers' Compensation	Applicable statutory minimum (State qualified self-insurance acceptable)
(b) Commercial General Liability Insurance (Including Contractual Liability)	\$1,000,000 each occurrence

In addition, Bottler agrees to procure and maintain during the Term the following types and amounts of insurance:

(c) Business Automobile Liability Insurance	\$500,000 each occurrence
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**(B)** University will, at all times during the Term and at its own expense, keep in full force and effect the following insurance coverage:

- (1) General liability, automobile liability, and workers' compensation insurance for limits of not less than the state-mandated coverage of \$100,000 per person/\$200,000 per occurrence; \$10,000 personal injury each person/occurrence on automobile policy.
- (2) Property insurance on an actual cash value basis for property and equipment, owned by the university, in the care, custody and control of the insured.

University shall provide certificates to Company and Bottler each Agreement Year indicating that such insurance is in force and effect, and such certificates shall state that Company and Bottler shall be notified in the event of cancellation of coverage. The first certificates shall be provided to Bottler and Company within 30 days that this Agreement is fully executed.

**13.5 Release, Discharge, or Waiver.** A party's release, discharge, or waiver of any of this Agreement's terms or conditions is effective only if in writing and signed by that party. A party's specific waiver does not constitute a waiver by that party of any earlier, concurrent or later breach or default. No waiver occurs if a party either fails to insist on strict performance of this Agreement's

terms or pays or accepts money under this Agreement with knowledge of a breach.

**13.6 Severability.** If any portion of this Agreement is severed, that is, held indefinite, invalid, or otherwise unenforceable, the rest of this Agreement continues in full force. But if the severance of a provision affects a party's rights, the severance does not deprive that party of its available remedies, including the right to terminate this Agreement.

**13.7 Assignment.**

**(A) By University.** Because this Agreement is for rights unique to University, none of University's rights or obligations may be assigned, by operation of law or otherwise, without Sponsor's prior written consent. Any assignment that violates the terms of this provision is void.

**(B) By Sponsor.** Sponsor may assign all or part of Sponsor's rights and obligations under this Agreement to any licensed Company bottler or to any of Company's subsidiaries.

**13.8 Survival.** A party's obligations (if any) to observe confidentiality and to provide refunds and indemnification survive the expiration or termination of this Agreement.

**13.9 Notices.** Any notice or other communication under this Agreement must be in writing and must be sent by registered mail or by an overnight courier service (such as Federal Express) that provides a confirming receipt. A copy of the notice must be sent by fax when the notice is sent by mail or courier. Notice is considered duly given when it is properly addressed and deposited (postage prepaid) in the mail or delivered to the courier. Unless otherwise designated by the parties, notice must be sent to the following addresses:

**(A) Notice to Company.**

The Coca-Cola Company, acting by and through its Coca-Cola  
North America Division  
One Coca-Cola Plaza  
Atlanta, Georgia 30313  
Attention: Vice President, Business Affairs  
Fax: (404) 598-0482

**(B) Notice to Bottler.**

Coca-Cola Refreshments USA, Inc.  
8420 Boggy Creek Road  
Orlando, FL 32824  
Attention: Account Executive for University of Central Florida  
Fax:

**Ticket Addressee:**

Coca-Cola Refreshments USA, Inc.  
8420 Boggy Creek Road  
Orlando, FL 32824  
Attention: Michael Cantrell – Account Executive for UCF

Copy to:  
Coca-Cola Refreshments USA, Inc.  
One Coca-Cola Plaza  
Atlanta, GA 30301  
Attn: CCR General Counsel  
Fax: 404-598-7664

**(C) Notice to University.**

University of Central Florida  
12479 Research Parkway  
Attention: Director-Business Services  
Orlando, FL 32826  
Fax: 407-823-0247

**13.10 Counterparts.** This Agreement may be executed in two or more counterparts.

**13.11 Headings.** All headings are for reference purposes only and must not affect the interpretation of this Agreement. All references to "days" in this Agreement mean calendar days, unless business days are expressly stated. All references to "including" mean "including without limitation".

The Coca-Cola Company, acting by and through its Coca-Cola North America Division

By: [Signature] (AA)

Print Name: Sharon J. Byers

Title: Sr. VP, Sports / Entertainment Marketing Partnerships

University of Central Florida

By: [Signature]

Print Name: William F. Merck II

Title: VP, Administration and Finance and CFO

Coca-Cola Refreshments USA, Inc. d/b/a Florida Coca-Cola Bottling Company

By: [Signature] (AA)

Print Name: Susanne Hall

Title: Sr VP Southeast Region Sales

Approved as to Form and Legality

[Signature]

## Attachment 1

### Term Sheet

**Term Sheet for Agreement Between  
The Coca-Cola Company  
Coca-Cola Refreshments USA, Inc. d/b/a Florida  
Coca-Cola Bottling Company  
University of Central Florida**

### CONFIDENTIAL

#### 1. *PARTIES*

- (A) The Coca-Cola Company, acting by and through its Coca-Cola North America Division ("**Company**")
- (B) Coca-Cola Refreshments USA, Inc. d/b/a Florida Coca-Cola Bottling Company ("**Bottler**")
- (C) The University of Central Florida ("**University**")

Company and Bottler are collectively referred to as "Sponsor."

#### 2. *SCOPE OF AGREEMENT*

Sponsor will be the exclusive Beverage sponsor of the University, with Campus-wide Beverage availability rights. Bottler will have the exclusive right to operate full service Beverage vending on Campus.

#### 3. *TERM*

The initial term of the Agreement will begin July 1, 2012 and end on June 30, 2017 (the "Initial Term"). Thereafter, if the parties mutually agree in writing, the Agreement shall automatically renew for up to two (2) additional, consecutive five (5) year periods ("First Extended Term" and "Second Extended Term")(collectively, Initial Term and Extended Term will be referred to as "Term"). As used herein, "Agreement Year" shall mean each twelve-month period beginning with the first day of the Term.

#### 4. DEFINITIONS

Certain capitalized words or phrases are used throughout this document. Such words or phrases have the meanings set forth in **EXHIBIT A**.

#### 5. CONSIDERATION

(A) **Annual Sponsorship Fees.** Sponsor will pay to University "Sponsorship Fees" in the aggregate amount of Five Million Dollars (\$5,000,000) payable throughout the Term as follows:

- (i) Agreement Year One: \$1,000,000
- (ii) Agreement Year Two: \$1,000,000
- (iii) Agreement Year Three: \$1,000,000
- (iv) Agreement Year Four: \$1,000,000
- (v) Agreement Year Five: \$1,000,000

The Sponsorship Fees for each Agreement Year will be paid in two (2) equal installments on August 1 and February 1 of each Agreement Year and will be deemed earned in the Agreement Year in which it is paid.

(B) **Vending Commissions.** Bottler will pay to University commissions for Company Beverages sold through Bottler's full service Beverage vending machines on Campus as described in **EXHIBIT B** attached hereto (the "Commissions"). Within thirty (30) days of the beginning of each Agreement Year, Bottler will advance University a maximum of Three Hundred Thousand Dollars (\$300,000) the total annual Commissions for such Agreement Year, as determined in good faith by Bottler (the "Annual Guaranteed Commissions"). No additional Commissions shall be paid until the Annual Guaranteed Commissions are fully earned by University. Once the Annual Guaranteed Commissions have been fully earned, University shall earn the Commissions at the rates set forth in **EXHIBIT B**. At the end of each Agreement Year, Bottler will perform a reconciliation using Bottler's actual case sales records, and any Commissions earned in excess of the Annual Guaranteed Commissions shall be paid in arrears, within sixty (60) days of the end of each applicable Agreement Year in which the excess Commissions were earned.

**(C) Complimentary Product.**

a. Bottler will provide complimentary Beverages and merchandise to miscellaneous University functions for a total value of up to \$25,000 (estimated retail value offered to University each Agreement Year) annually for each Agreement Year during the Term.

Unused dollars may be used by UCF Athletics' for hydration requirements contingent upon demonstrated need and University's Business Services' approval.

b. Bottler will also provide complimentary Beverages, POWERADE product and POWERADE sideline equipment (e.g., water bottles, towels, coolers, etc.) to the University athletic department of a combined total value of up to \$50,000 (estimated retail value) annually for each Agreement Year during the Term.

University must request all available complimentary Beverages during the course of each Agreement Year. If University does not request all available complimentary Beverages and POWERADE sideline equipment by the end of each Agreement Year, then any complimentary Beverages and POWERADE sideline equipment remaining at the end of each Agreement Year shall be forfeited by University and retained by Sponsor with no further obligation.

**(D) Marketing Funds.** Company will budget and spend \$50,000 annually during each Agreement Year during the Term (\$250,000 over the Term) for mutually agreed initiatives. The amount will be held in a fund managed by Company for use towards marketing programs designed to promote and increase Beverage sales on Campus and through athletics. The parties agree that Five Thousand Dollars (\$5,000) of the total Marketing Funds will be earmarked for the "Light Up UCF" event each Agreement Year. If, in any Agreement Year, the "Light Up UCF" event does not take place, the funds will be added back to the overall Marketing Funds tally. All funds made available must be spent within the Agreement Year for which they are budgeted. Unused funds shall be forfeited.

**(E)** Bottler will make a one-time contribution of \$5,000 to the UCF Business Services Endowed Scholarship Fund.

**(F)** The monies set forth in this section constitute the full and complete consideration for all rights granted to Sponsor hereunder.



## **6. BEVERAGE AVAILABILITY RIGHTS OF SPONSOR**

- (A) **Exclusive Beverage Availability Rights.** Sponsor will have exclusive Beverage availability rights on the entire Campus at all times during the Term. University will make Company Beverages available for sale on Campus in all package forms, through fountain dispensing, coolers, kiosks, hawking, and vending, as well as through any other means agreed upon by Sponsor and University. University will use its reasonable, good faith efforts to maximize the sale and distribution of Company Beverages on Campus. At a minimum, Company Beverages shall be widely available for purchase by consumers on Campus, and will be sold and/or served as part of all meal plans provided to University students and/or others on the Campus.
- (B) **Permitted Exceptions.**
- (i) Company Beverages will be the only Beverages sold, served, distributed, sampled, or otherwise made available on Campus, provided however University may, on a non-exclusive basis, serve, sell or dispense the following Competitive Products ("Permitted Exceptions") on Campus:
- Fresh milk;
  - Hot tea and hot coffee freshly brewed on premise;
  - Milkshakes and smoothies made on the premises from fresh ingredients; and
  - Chick-fil-A's signature lemonade
- (ii) Muscle Milk may be served or dispensed to student athletes in locker rooms and training facilities on Campus. Muscle Milk will not be sold anywhere on Campus. There will be no advertising of any kind for Muscle Milk and there will be no association between Muscle Milk and University during the Term.
- (iii) Permitted Exceptions, to the extent served or sold in cups, shall not be served or sold in Approved Cups.
- (iv) University may display trademarks for Permitted Exceptions on menus, menu-boards, dispensing equipment, coolers and vessels to indicate availability, but no Permitted Exceptions (including Muscle Milk) will be marketed, advertised, promoted, or sampled on Campus, or otherwise in connection with the University, the Campus, the University Teams or the University Marks.

(v) Sponsor acknowledges that a natural food retail outlet or equivalent located on Campus serves various Beverages. University will mandate to the outlet or equivalent concept that no PepsiCo Beverages should be sold, served, dispensed or sampled at the concept outlet or equivalent located on Campus.

**(C) Beverage Purchase Requirement.** University and its third party food and beverage concessionaires ("Concessionaires") will purchase from Bottler their entire requirement for Beverages and Approved Cups, lids and carbon dioxide on Campus except for Simply Orange brand products and Odwalla brand products, which may be delivered directly by Company and/or its distribution partners. To the extent University has self-operated beverage concessions at the commencement of the Term, then University will purchase all Company Beverages at the prices set forth in **Exhibit E**, subject to the adjustments set forth in **Exhibit E** and Company's national account pricing. To the extent University has a Concessionaire operating its facilities on Campus and that Concessionaire has an agreement with Company that describes the terms for Beverage pricing, then Concessionaire will purchase all such Company Beverages in accordance with Company's existing agreement with University's Concessionaire. To the extent University has a Concessionaire operating its facilities on Campus and that Concessionaire does not have an agreement with Company, then University and Sponsor shall negotiate pricing for Company Beverages at such time.

## ***7. EXCLUSIVE ASSOCIATION; NO COMPETITIVE BEVERAGES***

(A) Except as set forth with respect to the Permitted Exceptions and Special Promotional Events, no signage, advertising, or trademark visibility for any Competitive Products will be displayed or permitted anywhere on Campus. No Competitive Products will be associated, directly or indirectly, with University, the Campus, the University Teams, the University Athletic Director, or the University Marks, on or off-Campus, whether through advertising, promotions or otherwise. University will take all steps necessary or appropriate to stop third parties from associating Competitive Products with University.

(B) All Concessionaires with Beverage operations on Campus will comply with all applicable provisions of the Agreement, including purchasing their entire requirements for Beverages, cups, lids, and CO2 from

Bottler (except as otherwise permitted under Section 6(C)) and using Approved Cups.

- (C) All Broadcasters, licensing agents and other third parties that have the right to grant access to the University Marks will honor Sponsor's Beverage category exclusive marketing and associational rights, as set forth herein.
- (D) University must not grant any third party the right to conduct promotions involving Beverages or Beverage containers, including promotions that relate primarily to non-Beverage items but involve a Beverage, on a branded or unbranded basis, as a purchase requirement or promotional fulfillment. This provision applies even if the promotion involves a Company Beverage, unless Sponsor participates in the promotion.

## **8. EQUIPMENT AND SERVICE**

- (A) **Fountain Equipment and Service.** To the extent University has Concessionaires operating its facilities on Campus, Company will provide fountain Beverage equipment and service to University's Concessionaires on terms separately negotiated by Company and the Concessionaires.

If, during the Term, the University self-operates its foodservice operations, Company will lease to University without charge during the Term, the Company approved dispensing equipment reasonably necessary to enable University to dispense a quality fountain Beverage. No ice makers, water filters or frozen carbonated beverage equipment will be provided. The equipment shall be subject to the terms and conditions of Company's standard lease agreement, except that no lease payment will be charged. The standard lease terms, attached hereto as **EXHIBIT D**, are hereby made a part of the Agreement. If there is a conflict between the terms and conditions of Company's standard lease agreement and this Agreement, the terms and conditions of this Agreement shall govern. Any equipment provided by Company under the Agreement will at all times remain the property of Company.

During the Term, if the University self-operates its food service operation, Company or Bottler will provide at no charge regular mechanical repair reasonably needed for fountain Beverage dispensing equipment. Replacement parts associated with these service calls will also be provided without charge. Any service necessitated by damage or adjustments to the equipment resulting from misuse, abuse, failure to follow operating instructions, service by unauthorized personnel, unnecessary calls (equipment was not plugged in, CO2 or fountain syrup container was 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 will be charged at Company's then current rate and will be invoiced to the University. Charges will include labor, travel time, parts, and administrative costs.

- (B) Vending Equipment.** Bottler will provide certain Beverage vending and other cold-drink equipment (such as coolers) for use on Campus, and maintenance/repair service for such equipment. The equipment currently installed and any additional equipment will be mutually agreed upon by the parties. Placement and operation of the equipment will be on terms as set forth in Bottler's equipment placement agreement with the University. University acknowledges and agrees that ownership of the equipment will remain with the Bottler at all times. University further acknowledges and agrees that the equipment may not be removed from the Campus without Bottler's written consent, and University will not damage the equipment, or alter or encumber the equipment in any manner or permit any attachment thereto except as authorized by Bottler for its equipment.
- (C)** With respect to any equipment leased at a charge or loaned without charge by Company or Bottler to University, University will:
- i. upon the owner's request, execute UCC financing statements or other documents evidencing proper ownership of the equipment;
  - ii. refrain from removing equipment from its location on Campus without first securing the written consent of the equipment's owner;
  - iii. refrain from encumbering the equipment or permitting any attachment to it without the authorization of the equipment's owner;
  - iv. reimburse Company for any loss of or damage to any fountain equipment, except for reasonable wear and tear; and
  - v. reimburse Bottler for any loss of or damage to any vending or other cold drink equipment, except for reasonable wear and tear.
- (D)** Neither Company nor Bottler will be liable to University or Concessionaire for damages of any kind arising out of delays in providing service to equipment on Campus.
- (E) Additional Equipment and Service Terms.**
- (i) Bottler shall use commercially reasonable efforts to service the Beverage needs of University without additional cost to University or its contractors and lessees.

(ii) Repair of equipment at the Campus shall be of the highest priority, and in accordance with the following provisions:

- Within eight (8) hours of notification, if notification is made before noon on weekdays, and within twenty-four (24) hours if notification is made after noon on weekdays, Bottler's service technician shall respond to and within twenty-four (24) hours begin repairs on any malfunctioning equipment.
- Bottler will keep vending machines adequately serviced and supplied with fresh Beverages and due care will be exercised to ensure that proper Beverage corresponds to vending selection. Based on technological feasibility, vending machines will not be operated in a "force vend" mode and instead will return customers' money if a selection is not available.
- In the event that Bottler does not repair equipment or does not keep vending machines supplied with Beverages within three business days of notification from University, Bottler agrees that one of Bottler's management staff will personally contact University's Contract Administrator and will ensure that the situation will be corrected within twenty-four (24) hours.

(iii) Bottler's responsibilities with respect to the equipment are as follows:

- Pursuant to the provisions of this Agreement, Bottler will supply, install, service and maintain at high standards (as acceptable to University) of quality, sanitation and cleanliness, all equipment necessary to perform in compliance with the terms of this Agreement. With respect to all fountain equipment, Bottler agrees to flush all lines and conduct brix checks as needed. Water filters must be replaced in accordance with the manufacturers' specifications. All equipment must meet most recent industry energy- conservation guidelines as of date of manufacture. All vending equipment under this Agreement shall meet accepted industry health regulations and practices. Up to 10% to 20 % of the machines that are over 5 to 7 years of age will be replaced annually as mutually agreed by University and Bottler so that the oldest machines are rotated out on a consistent basis.
- All equipment to be installed at the Campus shall be subject to inspection and approval by University prior to final installation and operation.

- All dispensing and display refrigeration equipment shall be new or like new equipment at time of installation. All new equipment must be Energy-Star rated.
- All vending equipment interiors and exteriors will be cleaned routinely by Bottler to maintain appearance and help prevent pest infestation.
- Vending equipment will be installed and removed at the direction and discretion of Bottler contingent upon University approval, which shall not be unreasonably withheld. Bond funds currently being held (\$25,000) shall be used to create the infrastructure necessary to place additional vending machines as appropriate, and jointly agreed upon by the University and Bottler.
- Bottler will promptly (within three (3) business days) move or remove equipment at University's direction. Equipment will be moved immediately (within twenty-four (24) hours) if placement is deemed a fire or safety hazard in University's sole discretion.
- Equipment installed by Bottler shall be removed within thirty (30) days after the termination of this Agreement.
- Bottler shall be responsible for compliance with all federal, state and local laws and regulations governing the handling of Beverages and to procure and keep in effect all necessary licenses, permits and food handler's cards as required by law as related to equipment.
- Mutually agreed upon vending machines shall have cashless capabilities.
- Bottler agrees to read, clear and use test card in the student card reader each time Bottler's Beverage vending machines are filled. Bottler will ensure that there are no missed transactions, or corrupt data that is unreadable or any issues that cause the reader to error or time-out due to data overload.

**(iv)** University's responsibilities with respect to the equipment are as follows:

University will supply all utilities reasonable and necessary to operate said equipment. However, University shall not guarantee an uninterrupted supply of such services except that it shall be diligent in restoring service following an interruption. University shall not be responsible for any loss of Bottler's revenues, product or property which

may result from the interruption or failures of such utilities unless such loss is the result of negligence by University or its employees or agents. University shall be responsible for the installation of utility outlets necessary for the operation of the equipment.

**(v)** University acknowledges and Bottler agrees that if equipment under this Agreement is poorly maintained and serviced, sales revenue will be negatively impacted making the timely servicing of equipment a critical factor in the mutual success of involved parties. Therefore, University and Bottler agree to meet every three (3) months to review Bottler's service of equipment and supply of Beverages (the "Quarterly Review Meeting"). Bottler will provide University with weekly reports of all vending machines serviced the prior week. Bottler will provide University with a fill frequency schedule for each vending machine. Each vending machine will be filled on a minimum cycle of 28 days and as frequent as three times a week, based upon volume of the vending machine. Such fill schedules will be adjusted as needed to ensure that the fill ratio does not exceed 40%. During the Quarterly Review Meetings, the representatives from University and the Bottler will discuss any performance issues and plans to correct such issues. The Quarterly Review Meetings will also offer University and the Bottler the opportunity to review any changes in the pattern of purchases of Beverages and develop strategies to accommodate such changes. Bottler will furnish a report at these meetings showing vending and retail performance for the previous quarter, to include identifying key trends, issues, and opportunities as aligned with current market trends. No later than two months after the close of each fiscal year of operation, Sponsor will provide a briefing detailing the previous year's performance, national, regional, and local trends, and performance goals for the upcoming year.

**(vi)** Bottler agrees to establish an easy-to-access telephone number for promptly providing refunds due to machine malfunctions and/or spoiled product. Prominently located stickers must be placed on each machine detailing how refunds can be requested. All legitimate refund requests must be honored within five business days of receipt.

**(vii)** Bottler shall ensure that all vehicles parked on Campus for purposes relating to work resulting from this Agreement shall have proper parking permits. University agrees to provide Sponsor with four (4) annual parking permits at no cost to Sponsor. Any additional parking permits will be purchased at Sponsor's expense. All parking permits will apply to all personal vehicles and all marked and unmarked company vehicles that will be on Campus. All such vehicles must be registered

with University's parking services department. Bottler shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all University parking rules and regulations could result in the issuance of a parking ticket and/or towing at Bottler or its employee's expense.

## **9. *MARKETING, PROMOTIONAL AND ADVERTISING RIGHTS OF SPONSOR***

**(A) General Marketing Rights.** Sponsor will have exclusive marketing, advertising, and promotional rights in the Beverage category regarding University, the Campus, all intercollegiate athletic teams and University varsity athletic coaches associated with the University (the "University Teams"), and all Marks owned or controlled by University (the "University Marks "). Sponsor's rights shall apply to television, radio, print, signage, electronic and all other media, whether now or hereafter known.

### **(B) Special Promotional Events.**

Temporary signage (e.g., banners) for Competitive Products may be displayed on the Campus during Special Promotional Events (as defined in **Exhibit C**); provided, however, that (i) Sponsor's marketing, advertising, and promotional rights under this Agreement will not otherwise be affected during any such Special Promotional Event(s), (ii) Competitive Products will not be sold, distributed, dispensed, sampled, served, or otherwise made available during any such Special Promotional Event(s), (iii) no Blockage, draping, or other obscuring (whether physical or electronic) of any signage Sponsor may have on the Campus will occur during any such Special Promotional Event(s), except for incidental Blockage due to the construction and/or placement of a person, stage or other structure necessary to and actually used during the Special Promotional Event(s), and (iv) all temporary signage for Competitive Products will be promptly removed from the Campus upon the conclusion of the Special Promotional Event(s). University will provide Sponsor with no less than twenty-one (21) calendar days prior written notice of an event that University intends to designate as a Special Promotional Event.

### **(C) NCAA and Intercollegiate Athletic Conference Promotional Programs.**

The University reserves the right to participate in promotional programs involving Intercollegiate Athletic Conference corporate partners (which may include a Competitive Product) when the program includes all Intercollegiate Athletic Conference institutions. In the event that the University participates in a NCAA championship event, the University reserves the right to participate in promotional programs coordinated by corporate partners of the NCAA in which all other teams participating in the event are featured (and which may include a Competitive Product). In the event that the University participates in a Bowl Championship Series or other post-season bowl game,



tournament or other similar event, the University reserves the right to participate in a promotion with the corporate partners of said event if all other teams participating in the event are featured (and which may include a Competitive Product).

- (D) Sponsor will have the right to market, advertise, and promote Company Beverages in association or connection with University, the Campus, the University Teams, and the University Marks.
- (E) **Use of University Marks.** Sponsor will have a license to use the University Marks, on a royalty-free basis, for the purposes of marketing, advertising, or promoting Company Beverages. Such license gives Sponsor the right to use the University Marks in or on all of Sponsor's advertising, promotional and packaging materials and activities, which include, for all purposes of this Agreement, advertising, promotional and merchandising materials on:
  - point-of-sale materials and vender fronts;
  - cups, vessels, cans, bottles, commemorative cans or bottles, can/bottle wraps and all other forms of packaging;
  - broadcast, print, electronic and all other forms of media.
- (F) **Customer Marketing Rights.** Sponsor will have the right to undertake promotions regarding Company Beverages at or in connection with the University, the Campus, and the University Teams, including joint promotions with Sponsor's retail customers in all channels of trade including, without limitation:
  - Grocery and retail;
  - Convenience and "oil and gas" retailers;
  - Mass merchandise;
  - Drug retailers;
  - Quick serve and all other types of restaurants (including home-delivered pizza);
  - Institutional and "at-work" foodservice operations;
  - Video and music retailers;
  - Movie theaters and indoor entertainment venues;
  - Theme parks and outdoor attractions;
  - and sports venues.

Sponsor can use the University Marks for such purposes, including use with customers' Marks, provided no customers' Marks are used in such a way as to imply a sponsorship relationship with University (unless one exists). Sponsor's right to conduct Beverage promotions with retail customers takes priority over any exclusive marketing rights held by other University sponsors in the same retail channels (but only as to Beverage promotions).

Sponsor will provide University with advance notification of any promotions.

- (G) **Designations.** Sponsor will have the right to refer to Sponsor or Company Beverages in any marketing, advertising, or promotional activity or material as a "sponsor of" or the "official" or "exclusive" Beverage of University, the Campus, or the University Teams in accordance with the Designations as defined in **Exhibit A**.
- (H) **Sampling/Surveys.** Sponsor will have the right to sample and survey persons on Campus regarding Company Beverages or for other Beverage-related purposes. The number and type of events shall be planned and mutually agreed to as part of the annual review process and /or as updated/revised during the quarterly review sessions. Such sampling cannot materially interfere with retail or concession sales. As an example, handing out full bottles of products outside of the football stadium is permitted only upon exit. Handing out samples in small disposable or commemorative cups is permitted.
- (I) **Trademark Cups/Souvenir Cups.** All Beverages sold, distributed, or served on Campus will be served in (i) disposable Company approved cups bearing Company Marks on 100% of the exterior cup surface or (ii) collectible non-disposable cups bearing Company or Company and University Marks on a mutually agreed portion of the exterior cup surface (collectively "Approved Cups"). All collectible non-disposable cups will be sold at competitive prices. University contractors and vendors will have the right to purchase collectible non-disposable cups from other sources if the prices charged by Bottler are 10% or higher than charged in the open market. Bottler will be given the opportunity to match under these circumstances.
- (J) **Point of Sale Materials.** Company Marks will be prominently displayed on all menu boards and dispensing equipment at all foodservice/concession locations and on all Beverage vending machines on Campus. Point-of-sale materials depicting Company Beverages, including translites and pictorials on dispensing equipment, will be clearly visible to the purchasing public at all foodservice and concession locations on Campus.
- (K) **Sports Drink Sideline Rights.** University will use cups, coolers, towels, and other supplies featuring POWERADE® brand trademarks -- or if requested by Company, trademarks for any other Company Beverage - on sidelines and players' benches, and in locker rooms for all intercollegiate athletic events on Campus. Bottler may also, in

Bottler's sole discretion, make such Company Beverages available for consumption by players, coaches and staff on the sidelines, player's benches, and in locker rooms.

- (L) **Hawking Rights.** University will sell Beverages using Company-trademarked materials, such as hawking trays, kiosks, themed mobile/push carts and themed umbrellas, if and to the extent provided by Sponsor. Company Beverages will be hawked in the stands during major sporting events and during events at which other items are hawked in the stands.
- (M) **Licensed Merchandise.** Sponsor may create merchandise and promotional premiums bearing Marks of Company Beverages together with any of the University Marks. Sponsor will not pay any royalties to University for this merchandise and promotional premiums so long as it is distributed free of additional charge in connection with Company Beverages or sold at a subsidized price. All other merchandise and promotional premiums will be subject to royalty rates and other terms to be negotiated in good faith. University agrees that royalties will not apply in any circumstances to any of the following that bear University Marks: cups; vessels; cans, bottles, commemorative cans or bottles, can/bottle wraps and all other forms of packaging; vender fronts; and advertising or promotional materials.
- (N) **Internet Advertising.** University will acknowledge Sponsor's sponsorship and Company Beverage availability on its Internet website (not home page).
- (O) **Digital Content.** University will provide Sponsor with digital content, which may include video highlights of University events, audio content of University theme songs, screensavers, etc. for Sponsor to replicate and use as promotional premiums, including for use as rewards on Sponsor's "My Coke Rewards" loyalty program. University will clear any rights that may be required for such use, and will refresh the digital offerings periodically.

## **10. SIGNAGE AND MEDIA / ADVERTISING**

Throughout the Term, University will provide Sponsor, free and at no cost to Sponsor, the following signage and media/advertising rights as provided in **EXHIBIT C**. University will pay all costs for installation, repair and maintenance for such signage, except that Sponsor will pay the cost of installing any replacement panels used to modify Sponsor's initial advertising message or graphics. Sponsor will remove all of its signage within thirty (30) days after the termination of this Agreement

**11. ENTERTAINMENT / HOSPITALITY / TICKETS TO SPONSOR**

- (A)** Each Agreement Year, University will provide Sponsor, free and at no cost to Sponsor, the tickets and hospitality rights to University functions, athletic events involving University Teams, and other special events associated with University as provided below:
- Sixteen (16) baseball season tickets with the following locations: four (4) chair-backs, four (4) reserved, and eight (8) general admission tickets.
  - Sixteen (16) tickets to any regular season UCFAA sporting event (other than football, men's and women's basketball and baseball), upon request.
  - Twenty (20) football season tickets in the lower level between the 30 yard lines and Fifty (50) football season tickets chosen from the best seats available.
  - 16 men's basketball season tickets.
  - 16 women's basketball season tickets.
  - Trip for 2 to any away football game (travel with the team and includes airline charter, hotel and tickets).
  - 8 tickets to any postseason event where University is a participant.
  - 2 season sideline access passes to any football pre-game at University.
  - 4 season parking passes for all sports to any game at University.
- (B)** In addition, Sponsor will have the right to purchase up to 10 tickets to every post-season and tournament game in which University is a participant. This includes NCAA tournaments and football post-season bowl games.
- (C)** University will make its athletic coaches available for charitable and promotional events mutually agreed upon by University and Sponsor.
- (D)** In addition, University will provide Sponsor with a suite at the UCF Arena, which will include twenty (20) tickets for all events at the

UCF Arena (including, but not limited to, athletic events, concerts, performances, etc.) each Agreement Year during the Term.

## **12. BOOKS, RECORDS, AND ACCOUNTING**

- (A) Bottler shall keep accurate and complete records of all vending revenues in accordance with generally accepted accounting principles in connection with this Agreement. Records specific to vending revenues shall be subject to audit, at University's expense, on an annual basis by University and an independent certified public accountant or monitoring service retained by University at any time and up until three (3) years after the termination of this Agreement. Bottler's case sales and vending reports will be shown on a location-by-location basis along with year-to-date and prior year data. Upon University's request, Bottler will provide bar graphs and charts showing critical trends are to be provided. All reports are to be submitted in electronic format acceptable to University.
- (B) For audit purposes, a University representative may, at any time, accompany Bottler's employees when money collections are made from vending machines. University reserves the right to retain a third party, at University's expense, to physically or electronically monitor vending machines sales.
- (C) Within twenty (20) days of the last day of the previous month, Bottler shall provide University a sales report detailing the following: machine serial number, building name and floor, amount and type of product sold, year-to-date sales, and machine, period and cumulative commission totals.
- (D) Within twenty (20) days of the last day of the previous month, Bottler will provide a sales report detailing the sales of all Beverage fountain and cases sold to University and/or all vendors and third party lessees subject to this Agreement.
- (E) At the end of each full year of operation, Bottler will provide a report to University summarizing annual sales by product name and location.
- (F) No later than two months after the end of Bottler's fiscal year of operation, Bottler will provide a briefing detailing the previous year's performance, national, regional, and local trends, and performance goals for the upcoming year.

## EXHIBIT A

### DEFINITIONS

Certain capitalized words or phrases are used throughout this document. Such words or phrases have the following meanings:

1. "Agreement Year" means each consecutive twelve-month period during the Term commencing on July 1, 2012 and ending on June 30, 2017.
2. "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, 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", "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.
3. "Broadcaster" means any person or entity that for any business purpose broadcasts, distributes, prints, syndicates, televises, or publishes by any means (including electronically via the Internet) any photograph, film, videotape, or other recording or rendering of all or part of the Campus, any University Team game, or any other Campus event. "Broadcast" has a corresponding meaning.
4. "Campus" means all buildings and grounds owned or operated by the University during the Term, whether currently existing or built or acquired during the Term, including without limitation all academic buildings, branded or unbranded food service outlets, vending locations, athletic facilities (including press boxes, players' benches and locker rooms), auditoriums, theatres, housing and medical facilities, and retail outlets. The term "Campus" shall not include community colleges affiliated with the University.
5. "Company Beverages" means Beverages manufactured, distributed, marketed or sold under trademarks or brand names owned or controlled by or licensed for use to Company.
6. "Competitive Products" means all Beverages that are not Company Beverages, and any products, whether or not Beverages, marketed under Beverage trademarks that are not Company Marks (e.g., "Gatorade Energy Bars").
7. "Contract Administrator" the Director of Business Services or designate.
8. "Designations" means (1) "Official Soft Drink [or Juice, Tea, Sports Drink, etc.] of **The University of Central Florida** (2) "Official Soft Drink [or Juice, Tea, Sports Drink, etc.] of **the Knights**;" and (3) "Official Sponsor of **The University of Central Florida Knights**."

9. "Mark" means, with respect to any person or entity, any trademark, trade name, service mark, design, logo, slogan, symbol, mascot, character, identification, or other proprietary design now or in the future owned, licensed, or otherwise controlled by that person or entity. Examples of University Marks include the Designations; the University's name, logo and emblems; the University Teams' names, uniforms, logos and emblems.
  
10. "Special Promotional Event" means and is limited to the following: paid ticketed sporting events, concerts, theatrical or comedic performances, conventions, and/or trade shows occurring at UCF Arena or Bright House Stadium, which are sponsored by a manufacturer, distributor, or marketer of Competitive Products under a sponsorship agreement with the owner or operator of the subject event (e.g., the NCAA, Conference USA, a concert or theatrical production company, a trade show, or convention production company), and the relevant sponsorship agreement requires on-site advertising for such Competitive Products.

## Exhibit B

### UCF Initial Beverage Vend Price & Commissions

<u>Product</u>	<u>Commission %</u>	<u>Initial Vend Prices</u>
12 oz Can – Sparkling	50.0%	\$0.75
20 oz PET – Sparkling	50.0%	\$1.25
20 oz PET - MM Refreshment	25.0%	\$1.25
20 oz Wide PET - POWERADE	27.0%	\$1.50
20 oz PET DASANI & DASANI Flavors	50.0%	\$1.25
20 oz Wide PET-glacéau vitaminwater	27.0%	\$1.50
20 oz PET - glacéau smartwater	27.0%	\$1.50
16 oz Can – Energy Drink Brands	30.0%	\$2.00
15.2 oz (450ML) – MMJTG	30.0%	\$1.50
16.9 oz PET - FUZE	30.0%	\$2.00
12 oz PET - V8	27.0%	\$1.50
16 oz PET – V8 Fusion	27.0%	\$1.50

Commissions are paid based upon cash collected as well as student debit and credit card fees collected after deducting taxes, deposits, recycling fees, other government-mandated fees, and communication charges, if any. Commissions shall not be payable on any sales from vending machines not filled or serviced exclusively by Bottler. Bottler may adjust vend prices as necessary to reflect changes in its costs, including cost of goods. Bottler will work with University in good faith regarding in determining vend price adjustments.



## Exhibit C

### Signage and Other Advertising

**A. Signage** – Sponsor will receive the following signage on Campus:

**Convocation Center Main Scoreboard Corner Ad panels:**

Four 12' x 2' (approximation due to irregular shape) static corner panels on the center-hung scoreboard.

**Convocation Center Press Row Signage:**

One 3' x 8' static sign located on press row.

**Convocation Center Scorer's Table Rotational Signage:**

One 3' x 40' rotational sign located on the scorers table.

**Convocation Center Mezzanine Level Signage:**

Two 2'6" x 8' static back-lit mezzanine level signs.

Four 3' x 8' static concourse signs in the UCF Arena.

**Jay Bergman Stadium Outfield Wall Signage:**

One 8' x 10' outfield wall sign

**UCF Soccer/Track Complex Signage:**

One 4' x 10' field level banner

One 2' x 4' scoreboard panel

**Bright House Stadium Main Scoreboard:**

One 6'4" x 13' static panel located on the main scoreboard.

**Bright House Stadium Auxiliary Scoreboard:**

One 8' x 12'6" static back-lit panel located on the auxiliary scoreboard in the south end zone.

Four 3' x 8' static concourse signs in the Bright House Stadium.

**B. Print Advertising** – Annually during the Term, Sponsor will receive the following print advertising in publications associated with University:

- **Football Game Day Program Ad:** One full-page, four-color ad in all home game programs.
- **Schedule and Promotional Materials:** logo presence on all Team schedules and promotional materials for all athletic events that contain advertising or trademark exposure.

**C. Media Advertising** – Annually during the Term, Sponsor will receive the following media advertising rights:

- **George O’Leary / Donnie Jones TV Show:** Two: 30 spots in each televised coach’s shows. There are 34 total shows.
- **Football Game Broadcast Radio Spot:** Two: 30 spots in each of our 12 radio broadcasts.
- **Basketball Game Broadcast Radio Spot:** Two: 30 spots in each of our 28 radio broadcasts.
- **Coach’s Call-in Show:** Two: 30 spots in all 22 radio broadcasts. There are 12 football and 10 basketball shows.
- **Baseball Game Broadcast Radio Spot:** Two: 30 spots in our baseball radio broadcasts.
- **Public Address Announcements:** Two public address announcements during each home football, basketball, and baseball game.

## Exhibit D

### COCA-COLA NORTH AMERICA FOUNTAIN EQUIPMENT LEASE AGREEMENT

- 1. LEASE AGREEMENT AND TERM.** The Coca-Cola Company, through its Coca-Cola North America division, ("Company") hereby leases to the account identified on the attached Agreement ("Lessee") all fountain beverage dispensing equipment provided to Lessee (the "Equipment"), subject to the terms and conditions set forth in this Lease Agreement. Each piece of Equipment is leased commencing on its installation date (the "Commencement Date"). If this Lease is terminated with respect to any piece of Equipment for any reason prior to 100 months from the Commencement Date for that piece of Equipment unless Lessee has terminated the Sponsorship Agreement for an uncured breach by Company or unless a concessionaire has assumed the Lease Agreement, Lessee will pay Company the actual cost of removal of that Equipment, as well as the unamortized portion of the costs of (i) installation, (ii) non-serialized parts (e.g., pumps, racks and regulators) and other ancillary equipment, (iii) remanufacturing, and (iv) standard shipping and handling charges. The terms of this Lease will continue in effect with respect to each piece of Equipment until the Equipment has been removed from Lessee's premises and will survive the expiration or termination of the Sponsorship Agreement. Company agrees that it will not charge Lessee for any removals or reinstallations of equipment removed and relocated due to remodeling on campus if Lessee agrees to store Company's equipment on campus until the equipment can be reinstalled in new locations.
- 2. TITLE TO THE EQUIPMENT.** Title to the Equipment is, and will at all times remain, vested in Company. Lessee will have no right, title, or interest in or to the Equipment, except the right to quiet use of the Equipment in the ordinary course of its business as provided in this Lease. THE PARTIES AGREE, AND LESSEE WARRANTS, THAT THE EQUIPMENT IS, AND WILL AT ALL TIMES REMAIN, PERSONAL PROPERTY OF COMPANY NOTWITHSTANDING THAT THE EQUIPMENT OR ANY PART THEREOF MAY NOW BE, OR HEREAFTER BECOME, IN ANY MANNER AFFIXED OR ATTACHED TO, OR EMBEDDED IN, OR PERMANENTLY RESTING UPON, REAL PROPERTY OR IMPROVEMENTS ON REAL PROPERTY
- 3. USE OF EQUIPMENT.** Lessee agrees that the Equipment will be used to dispense only Company Products.
- 4. WARRANTY DISCLAIMER:** LESSEE ACKNOWLEDGES THAT COMPANY IS NOT A MANUFACTURER OF THE EQUIPMENT AND THAT COMPANY HAS MADE NO REPRESENTATIONS OF ANY NATURE WHATSOEVER PERTAINING TO THE EQUIPMENT OR ITS PERFORMANCE, WHETHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES RELATING TO THE DESIGN, CONDITION, QUALITY, CAPACITY, MATERIAL OR WORKMANSHIP OF THE EQUIPMENT OR ITS PERFORMANCE, OR ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, OR ANY WARRANTY WITH RESPECT TO PATENT RIGHTS, IF ANY, PERTAINING TO THE EQUIPMENT. COMPANY SHALL NOT BE RESPONSIBLE FOR ANY LOSS OF PROFITS, ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES, OR DAMAGES OF ANY NATURE WHATSOEVER, RESULTING FROM THE DELIVERY, INSTALLATION, MAINTENANCE, OPERATIONS, SERVICE OR USE OF ANY EQUIPMENT OR OTHERWISE.
- 5. MAINTENANCE AND REPAIRS.** Lessee's sole recourse against Company with respect to service provided by Company or its agents to the Equipment is that Company will correct any defective workmanship at no additional charge to Lessee, provided that Company is given prompt notification of any defective workmanship. Company shall not be otherwise liable for negligent acts or omissions committed in regard to maintenance or repair of the Equipment and Company assumes no responsibility for incidental, consequential or special damages occasioned by such negligent acts or omissions.
- 6. RISK OF LOSS.** All risk of loss, including damage, theft or destruction, to each item of Equipment will be borne by Lessee. No such loss, damage, theft or destruction of Equipment, in whole or in part, will impair the obligations of Lessee under this Lease, all of which will continue in full force and effect.
- 7. DEFAULT AND REMEDIES.** The failure of Lessee to comply with any provision of this Lease, and the failure of Lessee to remedy, cure, or remove such failure within ten (10) days after receipt of written notice thereof from Company shall constitute a "Default." Upon the occurrence of any Default or at any time thereafter, Company may terminate this Lease as to any or all items of Equipment, may enter Lessee's premises and retake possession of the Equipment at Lessee's expense, and will have all other remedies at law or in equity for breach of this Lease.
- 8. LIQUIDATED DAMAGES.** If Lessee is unable or unwilling to return the Equipment to Company in good working order, normal usage wear and tear excepted, at the expiration or termination of the Lease, Lessee shall pay as liquidated damages the total of: (i) the value of Company's residual interest in the Equipment, plus (ii) all tax indemnities associated with the Equipment to which Company would have been entitled if Lessee had fully performed this Lease, plus (iii) costs, interest, and attorneys' fees incurred by Company due to Lessee's violation of Section 2 or its failure to return the Equipment to Company, minus (iv) any proceeds or offset from the release or sale of the Equipment by Company.
- 9. OTHER TERMS.** Customer acknowledges and agrees to comply with all equipment manufacturers' specifications and product dispensing and preparation instructions and specifications. No failure by Company to exercise and no delay in exercising any of Company's rights hereunder will operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or of any other rights. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA.

## Exhibit E - 2012 UCF Initial Contract Pricing

Effective July 1, 2012

Sparkling Beverages	Pack	Wholesale	Discount	<u>Invoice Price</u>
8oz Aluminum	24	\$ 30.00	\$ 10.89	\$ 19.11
8oz Sparkling Glass Bottles	24	\$ 24.00	\$ 7.00	\$ 17.00
10oz Sparkling	24	\$ 20.00	\$ 5.54	\$ 14.46
12oz Sparkling+Nestea+MM 3%	24	\$ 17.00	\$ 7.70	\$ 9.30
20oz Sparkling+Nestea+MM 3%	24	\$ 34.00	\$ 14.52	\$ 19.48
1 Liter Sparkling+Nestea+MM 3%	12	\$ 21.00	\$ 7.20	\$ 13.80
2 Liter Sparkling+Nestea+MM 3%	8	\$ 20.00	\$ 8.22	\$ 11.78
4.75 Pre-Mix Tanks	1	\$ 32.00	\$ 8.00	\$ 24.00
Juices, Coffee & Teas	Pack	Wholesale	Discount	<u>Invoice Price</u>
10oz Minute Maid 100% Juice	24	\$ 20.00	\$ 2.20	\$ 17.80
12oz Minute Maid Enhanced	12	\$ 20.00	\$ 5.03	\$ 14.97
15.2oz Minute Maid 100% Juice	24	\$ 34.00	\$ 13.00	\$ 21.00
16.9oz FUZE	12	\$ 20.00	\$ 5.12	\$ 14.88
12oz V8 & Campbell's	12	\$ 20.00	\$ 6.00	\$ 14.00
16oz V8 Splash	12	\$ 15.00	\$ 3.46	\$ 11.54
16.9oz Honest Tea	12	\$ 20.00	\$ 5.74	\$ 14.26
18.5oz Liter Gold Peak Tea	12	\$ 20.00	\$ 7.28	\$ 12.72
Powerade	Pack	Wholesale	Discount	<u>Invoice Price</u>
12oz POWERADE	24	\$ 20.00	\$ 5.28	\$ 14.72
20oz POWERADE	24	\$ 34.00	\$ 14.89	\$ 19.11
32oz POWERADE	15	\$ 22.00	\$ 4.96	\$ 17.04
POWERADE Powder 2 gal can	8	\$ 33.35	\$ 8.35	\$ 25.00
POWERADE Powder - 5 gal	12	\$ 79.50	\$ 9.50	\$ 70.00
Evian Water	Pack	Wholesale	Discount	<u>Invoice Price</u>
.5 Liter Evian	24	\$ 28.00	\$ 9.00	\$ 19.00
1 Liter Evian	12	\$ 24.00	\$ 6.50	\$ 17.50
1.5 Liter Evian	12	\$ 25.00	\$ 3.00	\$ 22.00
Dasani Water	Pack	Wholesale	Discount	<u>Invoice Price</u>
.300 DASANI	24	\$ 16.00	\$ 7.40	\$ 8.60
12oz DASANI	24	\$ 20.00	\$ 10.56	\$ 9.44
.5 Liter DASANI	24	\$ 25.00	\$ 16.62	\$ 8.38
20oz DASANI & DASANI Flavors	24	\$ 34.00	\$ 22.21	\$ 11.79
1 Liter DASANI	12	\$ 21.00	\$ 7.69	\$ 13.31
1.5 Liter DASANI	12	\$ 25.00	\$ 10.00	\$ 15.00

<b>glaceau Products</b>	<b>Pack</b>	<b>Wholesale</b>	<b>Discount</b>	<b><u>Invoice Price</u></b>
700 ML Sport smartwater	24	\$ 28.00	\$ 3.04	\$ 24.96
20oz smartwater	24	\$ 34.00	\$ 12.40	\$ 21.60
1 Liter smartwater	12	\$ 21.00	\$ 4.68	\$ 16.32
1.5 Liter smartwater	12	\$ 25.00	\$ 6.76	\$ 18.24
12oz vitaminwater	24	\$ 28.00	\$ 6.64	\$ 21.36
20oz vitaminwater	24	\$ 34.00	\$ 5.96	\$ 28.04
32oz vitaminwater	15	\$ 30.00	\$ 4.95	\$ 25.05
<b>Energy Drinks</b>	<b>Pack</b>	<b>Wholesale</b>	<b>Discount</b>	<b><u>Invoice Price</u></b>
2oz WORX Energy Shots	12	\$ 30.00	\$ 10.00	\$ 20.00
16oz NOS Energy Drinks	24	\$ 50.00	\$ 16.00	\$ 34.00
16oz Full Throttle Energy Drinks	24	\$ 50.00	\$ 16.00	\$ 34.00
16oz Monster Energy Drinks	24	\$ 50.00	\$ 16.00	\$ 34.00
15oz Monster Coffee Drinks	12	\$ 24.00	\$ 4.00	\$ 20.00
22oz NOS Energy Drinks	12	\$ 30.00	\$ 6.00	\$ 24.00
<b>Co2, Cups &amp; Lids</b>	<b>Pack</b>	<b>Wholesale</b>	<b>Discount</b>	<b><u>Invoice Price</u></b>
20# Co2	1	\$ 40.00	\$ 16.00	\$ 24.00
Deposit on Co2	1	\$ 75.00	\$ -	\$ 75.00
9oz Cups	2000	\$ 120.00	\$ 46.60	\$ 73.40
12oz Cups	2000	\$ 120.00	\$ 53.07	\$ 66.93
16oz Cups	1000	\$ 120.00	\$ 75.74	\$ 44.26
21oz Cups	1000	\$ 120.00	\$ 67.11	\$ 52.89
24oz Cups	1000	\$ 120.00	\$ 67.11	\$ 52.89
32oz Cups	480	\$ 120.00	\$ 83.30	\$ 36.70
44oz Cups	480	\$ 120.00	\$ 73.59	\$ 46.41
12/16/21/24 oz Lids	2000	\$ 70.00	\$ 35.45	\$ 34.55
32oz Lids	960	\$ 70.00	\$ 44.10	\$ 25.90
44oz Lids	960	\$ 70.00	\$ 38.70	\$ 31.30
<b>Bag in the Box (Base Chain Pricing)</b>	<b>Pack</b>	<b>Wholesale</b>	<b>Discount</b>	<b><u>Invoice Price</u></b>
5 gal Bag in the Box Sparkling/Still	1	\$ 61.20	\$ -	\$ 61.20
5 gal Bag in the Box Unsweet Nestea	1	\$ 59.10	\$ -	\$ 59.10
5 gal Bag in the Box Premium Still	1	\$ 63.75	\$ -	\$ 63.75
2.5 gal Bag in the Box Sparkling/Still	1	\$ 31.95	\$ -	\$ 31.95
2.5 gal Bag in the Box Unsweet Nestea	1	\$ 31.00	\$ -	\$ 31.00
2.5 gal Bag in the Box Premium Still	1	\$ 33.25	\$ -	\$ 33.25

All Bottle/Can Pricing will be subject to an annual Price Increase based upon CPI. CPI is defined as All Urban Consumers - (CPI-U), U.S. city average, All items, 1982-84=100. BIB pricing is subject to annual price increase on January 1st of each year as communicated by the Company. We will also have the right to discuss and negotiate a price increase due to any uncommon cost of goods that may occur over the term of this agreement.

# Fountain Pricing

## Products Available From Coca-Cola Foodservice & On-Premise

Base Chain Price

Prices Effective January 1, 2012				
<b>Dispensed Sparking Brands</b>		<b>Dispensed Still Brands</b>		<b>Premium</b>
				
<p>5 GAL BIB GAL/CASE</p>		<p>2.5 GAL BIB GAL/CASE</p>		<p>2X1 GAL BIB GAL/CASE</p>
<p>Sparkling/Still \$12.24/61.20</p>		<p>Unsweet Nestea \$11.82/59.10</p>		<p>Premium Still \$12.75/63.75</p>
<p>Frozen Dispensed \$13.88/69.40</p>		<p>\$12.40/31.00</p>		<p>\$13.02/26.04</p>
		<p>\$13.30/33.25</p>		<p>\$12.64/25.28</p>
		<p>\$14.26/35.65</p>		<p>-----</p>
				<p>\$17.31/34.62</p>
<b>Coca-Cola Freestyle*</b>		<b>Energy</b>		
 <p>Discover Something New Contact Sales Associate for Pricing</p>		<p>Full Throttle Twisted 2.5 Gal BIB \$14.90/\$37.45</p>		
<b>Coffee</b>		<b>Iced Teas</b>		
<p>PACKAGE PRICE/CASE</p>		<p>PACKAGE PRICE/CASE</p>		
<p>Iced Coffee Vanilla 12/26oz PLBT Contact Sales Associate for Pricing</p>		<p>FUZE® Black Unsweet 36/2.0 oz * \$44.41</p>		
<p>Mocha 12/26oz PLBT</p>		<p>Green Unsweet 36/2.0 oz * \$44.14</p>		
<p>Caramel 12/26oz PLBT</p>		<p>Green Tea with Honey 24/2.0 oz * \$44.14</p>		
<p>Hazelnut 12/26oz PLBT</p>		<p>Black Sweet w/ Lemon 24/1.5 oz * \$44.14</p>		
<p>Roast &amp; Ground Dark 100/2.75oz Frac Pack Contact Sales Associate for Pricing</p>		<p>Black Sweet w/ Raspberry 24/1.5 oz * \$44.14</p>		
<p>Light 128/2.25oz Frac Pack</p>		<p>Black Southern Sweet</p>		
<p>Decaf 75/2.00oz Frac Pack</p>		<p>Gold Peak® Brewed Classic Black Tea 96/9 oz bags \$39.02</p>		
<p>Sustainable Organic 75/2.75oz Frac Pack</p>		<p>Black Tea 96/2.75 oz bags \$37.36</p>		
<p>Liquid Dispensed Dark 2/0.5 Gal BIB Contact Sales Associate for Pricing</p>		<p>Black Tea 32/2.75 oz bags \$38.00</p>		
<p>Decaf 2/0.5 Gal BIB</p>		<p>Green Tea 32/3 oz bags \$39.02</p>		
		<p>Passion Fruit &amp; Mango 32/3 oz bags \$50.98</p>		
		<p>Gold Peak® Post-Mix Premium Unsweet 2.5 Gal BIB \$31.00</p>		
		<p>5 Gal BIB \$59.10</p>		
		<p>2.5 Gal BIB \$31.95</p>		
		<p>Black Sweet, Diet Black 2.5 Gal BIB \$31.95</p>		
		<p>Southern Style Sweet 5 Gal BIB \$61.20</p>		
		<p>Green Sweet, Diet Green, White Citrus Sweet 2.5 Gal BIB \$33.25</p>		
		<p>Bacardi Mixers (Frozen) 12/32 OZ CASE</p>		
		<p>Sweet &amp; Sour \$30.33</p>		
		<p>Margarita Mixer Base \$35.29</p>		
		<p>Margarita Mixer Rocks,</p>		
		<p>Margarita Mixer w/Triples Pack</p>		
		<p>Pina Colada, Strawberry \$43.10</p>		
<b>Minute Maid Smoothies</b>		<b>Juice and Juice Drink Products</b>		
<p>12/32 OZ CASE</p>		<p>12/48 OZ CASE</p>		
<p>FROZEN</p>		<p>Minute Maid Soft Drink</p>		
<p>Banana, Mango, Orange, Peach, Strawberry, Strawberry Banana, Lemon</p>		<p>Minute Maid Orange Juice</p>		
<p>Pomegranate Berry, Raspberry</p>		<p>Minute Maid Citrusade Soft Drink</p>		
<p>Vanilla Ice Cream</p>		<p>Minute Maid Fruit &amp; Veg</p>		
<p>Vanilla Yogurt</p>		<p>Minute Maid Fruit &amp; Veg</p>		
<p>\$43.10</p>		<p>Coca-Cola Foodservice &amp; On-Premise is pleased to offer a wide variety of juice and juice-drink products available in frozen concentrate dispensed, chilled, single serve and shelf-stable Bag-In-Box forms. Please contact your Foodservice representative to discuss Simply or Minute Maid juice opportunities for your business.</p>		
<p>\$47.29</p>				
<p>\$52.46</p>				
<p>\$53.42</p>				

Note: Some brands may not be available in all packages