

Education Sponsorship Agreement

COPY

This Agreement, which takes effect on August 11, 2001 and continues through July 31, 2011, is made among the following parties:

- **THE COCA-COLA COMPANY**, a Delaware corporation (the "Company");
- **COCA-COLA ENTERPRISES INC. D/B/A COCA-COLA BOTTLING COMPANY OF EASTERN GREAT LAKES**, a Delaware corporation (the "Bottler");
- **KENT STATE UNIVERSITY**, a not-for-profit educational institution organized under the laws of Ohio ("University").

The term "Sponsor" refers to Company and Bottler, collectively. For other definitions, see **Exhibit A**.

1. Scope

Sponsor will be the exclusive Beverage sponsor of University, with Campus-wide Beverage availability rights, and on and off-Campus marketing rights, on the terms and conditions -- and subject to the limitations and exceptions -- described below. Bottler will have the exclusive right to operate full service Beverage vending on Campus (for itself or through its subcontractor, currently Automatic Vending Inc. hereinafter referred to as "AVI").

2. Fees and Other Payments

- 2.1 Sponsorship Fees.** In exchange for the rights granted under this Agreement, Bottler agrees to pay University Eight Hundred Thousand Dollars (\$800,000) in "Sponsorship Fees." The Company hereby agrees to reimburse Bottler fifty percent (50%) of such Sponsorship Fees paid by the Bottler upon receipt of Bottler's invoice and copies of all supporting documentation received from the University. The Sponsorship Fees shall be paid in one up-front payment within twenty-seven (27) days of the date the Agreement is fully executed and shall be deemed earned on an equal daily basis over the entire Term.
- 2.2 Commissions.** Bottler (for itself or through its subcontractor, currently AVI) will pay to University commissions for Company Beverages sold through Bottler's full service Beverage vending machines on Campus as described in **Exhibit B**. Bottler agrees to provide University with thirty (30) days written notice of any changes to its current Beverage vending subcontractor.

2.3 Other Consideration.

- (A) **Academic Program Funding.** Bottler agrees to pay University One Million, Four Hundred Fifty Thousand Dollars (\$1,450,000.00) in funding for the entire Term to support the University's *Academic and Enhancing Student Experience* program initiatives ("Academic Program Funding"). Bottler will pay the entire amount of the Academic Program Funding within twenty-seven (27) days of the date the Agreement is fully executed. The Company hereby agrees to reimburse Bottler fifty percent (50%) of such Academic Program Funding paid by the Bottler upon receipt of Bottler's invoice and copies of all supporting documentation received from the University. The Academic Program Funding shall be deemed earned on an equal daily basis over the entire Term.
- (B) **Academic Experience Program Funding.** Bottler agrees to pay the University One Hundred Fifteen Thousand Dollars (\$115,000) in funding during the Term to support the University's *Academic Experience Programs*. ("Academic Experience Program Funding"). Bottler will pay the entire amount of the Academic Experience Program Funding within twenty-seven (27) days of the date the Agreement is fully executed. The Company hereby agrees to reimburse Bottler fifty percent (50%) of such Academic Experience Program Funding paid by the Bottler upon receipt of Bottler's invoice and copies of all supporting documentation received from the University. The Academic Experience Funding will be deemed earned on an equal daily basis over the Agreement Year in which it is paid
- (C) **Previous Agreement.** The parties agree this Agreement supercedes a preexisting Sponsorship Agreement executed between Bottler and the University's Athletic Department ("Athletic Department") for an initial ten (10) year term beginning September 1, 1998 and ending August 31, 2008 (the "Previous Agreement"). University acknowledges Bottler paid the Athletic Department Sixty Seven Thousand Five Hundred Dollars (\$67,500) ("Previous Sponsorship Fees") under the Previous Agreement. The parties agree that Bottler does not owe University any additional sponsorship fees or consideration under the Previous Agreement. The last installment of the Previous Sponsorship Fees, which Bottler paid the Athletic Department on or about December 31, 2001 under the Previous Agreement, in the amount of Twenty-two Thousand, Five Hundred Dollars (\$22,500) shall be deemed earned on an equal daily basis over the entire Term of this Agreement.
- (D) **Athletic Program Funding.** Bottler agrees to pay University Two Hundred Twenty Five Thousand Dollars (\$225,000.00) in funding during the Term to support the University's athletic programs ("Athletic Funding"). The Athletic Funding will be paid in ten (10) equal annual installments of Twenty-two Thousand, Five Hundred Dollars (\$22,500). The first installment will be paid within twenty-seven (27) days of the date the Agreement is fully executed and subsequent installments will be due on the anniversary of the Effective Date beginning in Agreement Year Two. The Company hereby agrees to reimburse Bottler fifty percent (50%) of such Athletic Program Funding paid by the Bottler upon receipt of Bottler's invoice and copies of all supporting documentation

received from the University. The Athletic Funding will be deemed earned on an equal daily basis over the Agreement Year in which it is paid.

- (E) **Marketing Support.** Bottler agrees to provide University with marketing support with an annual market value of approximately Thirty Thousand Dollars (\$30,000) to provide Campus marketing initiatives and various other promotional activities ("Marketing Support"). The Company hereby agrees to reimburse Bottler fifty percent (50%) of such Marketing Support paid by the Bottler upon receipt of Bottler's invoice and copies of all supporting documentation received from the University. The Marketing Support will be managed by Sponsor and may be used for various mutually agreeable marketing activities to promote the sale of Company Beverages, including but not limited to, funding faculty/student promotions, vending promotions, on-site Campus promotions, tailgate parties or other Team home game related promotions, and customized Company Beverage bottle/can packaging bearing University Marks. Bottler shall pay to the University up to fifteen percent (15%) of any Marketing Support funding remaining unused at the end of any Agreement Year.
- (F) **Debit Card Readers.** Bottler agrees to provide University with a maximum of One Hundred Thousand Dollars (\$100,000) in funding to purchase and install debit card readers ("Debit Card Readers") on vending machines that vend Company Beverages at the Campus ("Debit Card Reader Funding"). The Debit Card Readers will be installed within twelve (12) months of this Agreement's full execution. The entire amount of the Debit Card Reader Funding will be paid within twenty-seven (27) days of this Agreement's full execution. The Debit Card Reader Funding shall be deemed earned on an equal daily basis over the entire Term. Bottler shall not be required to pay any other amounts with respect to the Debit Card Readers nor the University's debit card system (including, without limitation, service fees, transaction fees, installation costs, wiring, sale percentages, etc.). Further, University shall be responsible for all maintenance and repair of the Debit Card Readers.
- (G) **Campus Marketing Manager.** Bottler agrees to hire one (1) University student to act as Bottler's part-time marketing manager to work a maximum of fifteen (15) hours per week to assist Sponsor in managing the implementation of the Marketing Support on Campus (the "**Campus Marketing Manager**"). Bottler will determine and apply reasonable standards under which Bottler will select the University student for the position of Campus Marketing Manager. Bottler also will have the right to personally interview University students applying for the Campus Marketing Manager position, and then evaluate them based on such interviews and the above reasonable standards set by Bottler. Bottler will pay reasonable wages and benefits, and provide reasonable training, to such Campus Marketing Manager as determined by Bottler.
- (H) **Volume Rebates.** Throughout the Term, Bottler shall pay University volume rebates ("Rebates") as follows:

Full Service Vending

(i) Bottler shall pay the University each Agreement Year a volume rebate of Two Dollars (\$2.00) per 24-unit case of bottle/can Company Beverages sold through Bottler's full-service vending machines beginning with case thirty-five thousand, six hundred one (35,601), and up to case thirty-nine thousand, nine hundred ninety-nine (39,999);

(ii) Bottler shall pay the University each Agreement Year a volume rebate of Two Dollars, and fifty cents (\$2.50) per 24-unit case of bottle/can Company Beverages sold through full-service vending beginning with case forty thousand (40,000);

**Cases one (1) through thirty-five thousand, six hundred (35,600) of 24-unit case of bottle/can Company Beverages sold through full-service vending will not be eligible for Rebates.

Non Full Service Vending

(iii) Bottler shall pay the University each Agreement Year a volume rebate of One Dollar (\$1.00) per 24-unit case of bottle/can Company Beverages University purchases directly from Bottler beginning with case fifty-six thousand, four hundred fifty-six (56,456), and up to case fifty-nine thousand, nine hundred ninety-nine (59,999); and

(iv) Bottler shall pay the University each Agreement Year a volume rebate of Two Dollars (\$2.00) per 24-unit case of bottle/can Company Beverages University purchases from Bottler beginning with case sixty thousand (60,000).

**Cases one (1) through fifty-six thousand, four hundred fifty-five (56,455) of 24-unit case of bottle/can Company Beverages University purchases directly from Bottler will not be eligible for Rebates.

The Rebates will be paid annually within thirty (30) days after the last day of the Agreement Year in which they are earned.

(I) **Free Company Beverages.** Bottler will provide the University with One Hundred (100) cases of free Company Beverages each Agreement Year. The Company Beverages will be provided according to a schedule requested by the University, and the requests for such Company Beverages shall be administered through the University's Procurement Office, John Flasco.

2.4 **Payments Exclusive Consideration.** University agrees that the payments and other consideration described in 2 are the sole consideration due for the rights granted to Sponsor under this Agreement, and no other fees or other consideration will be charged.

3. Beverage Pricing

3.1 **Prices to University.** University will purchase from Bottler (for itself or as Company's

agent), and Bottler (for itself or as Company's agent) will sell to University, all of University's requirements (100%) for Beverages, Approved Cups, lids and carbon dioxide at the prices listed in **Exhibit C**. Those prices shall remain in effect for Agreement Years One and Two, and are then subject to adjustment as follows: upon thirty (30) days written notice to University, Bottler may adjust bottle/can Company Beverage pricing on an annual basis, but such prices shall be (i) competitive at the time of purchase with those prices charged by the Bottler to similarly situated customers which purchase from the Bottler under similar competitive conditions and terms of sale, and (ii) limited to a maximum increase of three percent (3%) per Agreement Year over the previous Agreement Year's price. Notwithstanding the foregoing, Bottler shall be allowed to increase prices by more than three percent (3%) per Agreement Year in the event of a substantial, unforeseeable increase in a major component of the Bottler's costs, including cost of goods. The prices in **Exhibit C** have been offered to University in reliance on University's representations set forth in 10.1(D). If Bottler and University execute a similar agreement granting Bottler exclusive Beverage availability and sponsorship rights with respect to any of its regional campuses (meaning campuses not located in Kent, Ohio), Bottler agrees to extend the same pricing extended to University pursuant to this Section 3.1 to University for such regional campuses.

- 3.2 Prices to Concessionaire.** If, during the term, University elects to contract with a third party to manage or operate Beverage services (a "Concessionaire") on any portion of the Campus, then the Beverage prices in **Exhibit C** will not apply to that portion of the Campus operated by Concessionaire. Company and Bottler will then negotiate prices for Beverages with Concessionaire. University must cause Concessionaire to purchase all of Concessionaire's requirements (100%) for Beverages, Approved Cups, lids, and carbon dioxide on Campus from Bottler (acting for itself or as Company's agent).

4. Beverage Equipment

4.1 Loan of Post-Mix Equipment.

Company will lend University, at no charge, the following equipment:

- (A) post-mix dispensing equipment in the types and amounts Company determines is reasonable to serve Company Beverages on Campus; and
- (B) any additional post-mix dispensing equipment reasonably needed to replace defective or worn-out equipment or to equip new Campus locations mutually agreed to by Sponsor and University.

No dispensing equipment for frozen Beverages, ice makers or water filters will be provided to University by Company. The equipment provided by Company will at all times remain the property of Company, and is subject to the terms and conditions of Company's standard lease agreement, except that no lease payment will be charged. The standard lease terms are attached in **Exhibit E** and are a part of this Agreement; however,

if any of the terms of the lease agreement are in conflict with the terms of this Agreement, this Agreement will control.

4.2 Placement of Vending Equipment. Bottler will lend University, at no charge, the following equipment:

- (A) a minimum number of vending machines and other Beverage dispensing equipment in the types and amounts Bottler determines is required to maintain a student-to-vender ratio of not more than 100:1 to serve Company Beverages on Campus; and
- (B) any additional vending machines or other Beverage dispensing equipment reasonably needed to replace defective or worn-out vending machines and other Beverage dispensing equipment or to equip new Campus locations mutually agreed to by Bottler and University. Bottler and University shall mutually agree to Beverage dispensing equipment locations on Campus. Bottler will notify University prior to relocating any equipment on Campus.

4.3 University's Equipment Obligations. With respect to the equipment described in this section, University will:

- (A) upon the owner's request, execute UCC financing statements or other documents evidencing proper ownership of the equipment;
- (B) refrain from removing equipment from its location on Campus unless University receives written consent of the equipment's owner;
- (C) refrain from encumbering the equipment or permit any attachment to it, unless authorized to do so by the equipment's owner;
- (D) reimburse Company for any loss of or damage to the post-mix equipment, except for reasonable wear and tear; and
- (E) reimburse Bottler for any loss of or damage to the vending equipment, but only to the extent loss or damage results from University's failure to provide security appropriate to the equipment's location.

4.4 Post-Mix Equipment Service. Company or its agent will provide University with service for the post-mix equipment as follows: Mechanical repair service will be available 7 days per week, 24 hours per day. In addition, Company will make commercially reasonable efforts to provide repair assistance via telephone within 24 hours of Company receiving University's service request and as quickly as practical for requests that are not resolved via telephone. Company will provide free reasonable maintenance of the post-mix equipment throughout Campus as needed based on seasonal operations. Company will make repairs and provide replacement parts free of charge. But no free repair service or free parts will be provided for intentional misuse or damage to the equipment by

University's employees or agents. Company will invoice University, at Company's cost, for repair calls and parts for intentional misuse or damage. Company will provide free routine maintenance periodically.

- 4.5 Vending Service.** Bottler and University will be responsible for selecting Beverages for vending. Bottler will be responsible for stocking its vending machines, collecting proceeds from vending sales and paying commissions. Bottler will keep its vending machines in good working order. Repair service is available 24 hours a day, 7 days a week
- 4.6 Limitation.** Neither Company nor Bottler will be liable to University for damages of any kind arising out of delays in providing service to equipment on Campus. If Bottler is unable to stock its vending machines due to a strike or other work stoppage, University shall be relieved from its obligations to purchase Company Beverages from Bottler during the time period of such strike or other work stoppage, provided, however, that Sponsor will have the right, at its option, to extend the Term of the Agreement for a corresponding period.
- 4.7 Concessionaires.** If at any time during the term University retains a third party to manage or operate any of University's Beverage outlets on Campus, then Company will terminate its equipment loan and service to University, and provide equipment and service to that third party on terms separately agreed between Company and that third party.

5. Beverage Rights

University grants Sponsor the following Beverage availability rights and Beverage merchandising rights:

- 5.1 Beverage Availability.** Except as provided by 5.3, only Company Beverages can be sold, dispensed, or served on Campus. All Company Beverages sold, dispensed, or served on Campus must be bought from Bottler, either directly or through Bottler as Company's agent. University will make Company Beverages available for sale on Campus in all package forms, through fountain dispensing, hawking, vending or 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.
- 5.2 Beverage Merchandising.** Sponsor has the right to merchandise Company Beverages on Campus, including the following specific rights:
- (A) Point-of-Sale Advertising.** Materials promoting Company Beverages at the point of sale must be clearly visible to the purchasing public and must be displayed in a manner and location acceptable to Sponsor, subject to University's approval, which shall not be unreasonably withheld.

- (B) **Concession and Menuboard Advertising.** Trademarks of Company Beverages must be prominently listed on the menuboards of all food and refreshment outlets, provided such advertising does not unreasonably increase University's costs. If University's menuboards have photo translites, University will ensure that advertising provided by Sponsor and depicting Company Beverages in Approved Cups appears in at least one translite in each menuboard.
- (C) **Approved Cups; Beverage Hawking.** All Beverages served, sold, or dispensed on Campus must be done so in Approved Cups (except as provided in 5.3 below), in Company's packaging or in promotional containers designed or approved in writing by Company. Company Beverages in plastic bottles (currently 20 ounce) must be hawked in the stands during all sporting events and during all other events at which items of any sort are hawked in the stands.
- (D) **Athletic Sideline Presence.** University will use cups, coolers and equipment 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.
- (E) **Alternative Distribution.** 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. University will only cause Company Beverage to be hawked in stands in Approved Cups and plastic bottles (currently twenty-ounce) when other items of any make or description are hawked on the Campus during sporting events or other events.

5.3 Permitted Exception for Other Beverages. University may serve, sell or dispense the following Competitive Products on Campus:

- (A) University may serve, sell or dispense unbranded juice squeezed fresh at the Campus, and hot coffee or hot tea -- fresh brewed on the premises -- even if those Beverages are not Company Beverages. Those unbranded fresh-squeezed juice, coffee and tea Beverages may be made available in unbranded cups (i.e. paper, or styrofoam), rather than Approved Cups.
- (B) University may allow a current national franchisee operating in the Campus' food court, as listed on **Exhibit G**, to serve, sell and dispense Competitive Products, if University and Sponsor determine such national franchisee has a current contract with a national franchiser that prohibits such national franchisee from serving, selling or dispensing Company Beverages. During the Term, University agrees to limit the percentage of national franchisees that are allowed to serve, sell and dispense Competitive Products in the Campus' food court to ten percent (10%) of the Campus' overall food court operations, which is approximately the percentage of such national franchisees operating in the Campus' food court on the Effective Date of the Agreement. Upon expiration of any contract between any national

franchisee, as listed on **Exhibit G**, and any national franchiser that prohibited Company Beverages from being served, sold or dispensed in the Campus' food court, University agrees it will use its reasonable, good faith efforts to encourage such national franchisee to begin serving, selling or dispensing Company Beverages in their Campus food court operations.

- (C) University may display trademarks for the Competitive Products listed above on menuboard, dispensing equipment and coolers to indicate availability. But those Competitive Products must not otherwise be marketed, advertised, promoted or sampled on Campus or in association with University, the Campus or the University Marks.
- (D) University shall have the right to make available for sale on the Campus certain Competitive Products, as long as Sponsor does not distribute a similar Product, and such Competitive Products are as follows: (i) unbranded hot chocolate prepared fresh on Campus, (ii) fresh-brewed unbranded hot tea, (iii) fresh-brewed unbranded hot coffee, and (iv) bar mixers. University agrees that this provision shall not be read to allow advertising or promotional rights with respect to such Competitive Products except that trademarks for such Competitive Products may be displayed on menu boards and on dispensing equipment to indicate availability.
- (E) Nothing in this Agreement shall prevent the University from offering (free of charge) unbranded punch prepared on Campus, dispensed in non-trademarked containers, and served in plain non-trademarked cups during University functions. University agrees that this provision shall not be read to allow advertising or promotional rights with respect to any Competitive Products.

6. Sponsorship and Trademark Rights

University grants Sponsor the following sponsorship and trademark rights:

6.1 General Sponsorship Designation. Sponsor may promote the fact that Sponsor is a sponsor of University and that Company Beverages are available on Campus. This promotion may occur in advertising (including television, radio, print and all other media), on packaging (including cups and containers), and at the point of sale of any Company Beverages. For example, Sponsor may refer to itself in any of Sponsor's marketing, advertising or promotional materials as "sponsor" of the University, and refer to any Company Beverage in any of Sponsor's marketing, advertising or promotional materials as the "official" or "exclusive" Beverage of University or the Campus.

6.2 License to Use University Marks.

- (A) **Grant of License.** Subject to University's approval rights in 8.2, University grants Sponsor a license to use the University Marks throughout the United States -- on a royalty-free basis -- for the purposes of promoting Company Beverages. The

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 -- point-of-sale materials; cans, bottles, commemorative cans or bottles, can/bottle wraps and all other forms of packaging; broadcast, print, electronic and all other forms of media; and merchandise.

- (B) Use With Customers.** The license also gives Sponsor the right to use the University Marks in joint advertising and promotions with Sponsor's customers and to display the University Marks with its customers' trademarks, logos and branded products in or on all advertising, promotional and packaging materials and activities, so long as they appear with Sponsor's trademarks and the customer is not depicted as a sponsor of University. University acknowledges that Sponsor's customers operate in all channels of trade, including grocery stores, mass merchandise stores, convenience stores, oil and gas/petroleum stores; drug stores; quick serve restaurants and all other types of restaurants; institutional foodservice operations; video and music stores; movie theatres and indoor entertainment venues; and theme parks and outdoor attractions. Because they are included in the Sponsorship Fees, no separate royalty or license fee will be charged to Sponsor or its customers for using the University Marks in this manner. However, Sponsor shall not have the right to sublicense or grant others the use of the University Marks in exchange for cash compensation or royalties, provided that University acknowledges that Sponsor's use of the University Marks is intended to promote the sale of Company Beverages.
- (C) Use on Merchandise.** Subject to University's approval rights in 8.2, Sponsor may create merchandise bearing trademarks for Company Beverages together with any of the University Marks. Sponsor will not pay any royalties to University for this merchandise, so long as it is distributed in connection with Company Beverages, free of charge or sold at a subsidized price (taking into account Sponsor's overhead costs associated with the relevant promotion). 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.
- (D) Indemnity.** To the extent permitted by Ohio state law, University will defend Sponsor against all claims, and indemnify Sponsor for all losses and expenses (including reasonable attorneys' fees), related to allegations that any University Marks infringe another's intellectual property, as long as the University Marks have been used in the manner provided or approved by University.

7. Promotional and Advertising Rights

University grants Sponsor the following promotional and advertising rights:

7.1 Promotional Rights. University grants Sponsor the right to promote Company

Beverages with respect to University, the Campus, the Teams and the University Marks.

- (A) **General.** Subject to University's approval rights in 8.2, Sponsor will engage in promotional activities in order to establish and promote Sponsor's sponsorship association with University, the Campus, the Teams and the University Marks. These promotional activities may include, for example, offering commemorative bottles or cans or souvenir cups with University Marks, for sale at retail outlets on or off-Campus, and on-site promotional activities at Campus venues during Team home games and athletic events, including Dix Stadium, Memorial Athletic and Convocation Center, Kent State Field House, Kent State Outdoor Track, etc.
- (B) **Activities with Customers.** These promotional activities may be conducted jointly with Sponsor's customers, who may be identified in or on advertising, promotional and packaging materials with their respective trademarks, logos, and branded products, as well as generally identified as participants in the promotion, so long as Sponsor's trademarks are included and the customer is not depicted as a sponsor of University. University agrees that Sponsor's right to conduct Beverage promotions with its customers takes priority -- but only as to Beverages -- over any exclusive advertising, marketing or promotional rights held by other University sponsors in the same trade channel. For example, if Sponsor is conducting a Beverage promotion with one of its supermarket customers, University agrees it will not allow any of the University's supermarket sponsors to also conduct a Beverage promotion.

- 7.2 **Consumer Surveys.** With University's prior approval as to location and time, Sponsor may -- at Sponsor's expense -- conduct on-Campus consumer surveys relating to Company Beverages and advertising. University will not unreasonably withhold its consent.
- 7.3 **Signage for Products.** Sponsor is entitled to have permanent signage on Campus for Company Beverages, as described in **Exhibit F**.
- 7.4 **Print Advertising.** University will provide Sponsor with print advertising, as described in **Exhibit F**.
- 7.5 **Internet Access.** Sponsor agrees University does not currently allow the placement of hyperlinks by third parties on University's Internet home page. However, if University allows the placement of hyperlinks by other commercial sponsors on its Internet home page in the future, Company may place advertising and a hyperlink command on that home page allowing anyone who accesses that home page to directly access Company's home page at "<http://www.cocacola.com/>" and Company may also develop a special page advertising Company Beverages on University's Internet site. University will have the right to approve that advertising, and will not unreasonably withhold its approval. University will obtain Company's prior approval for any use of Company's Marks or

copyrights in its home page graphics. In no event will any advertising, Mark, or link be allowed on any University Internet site or page if it is associated with a Competitive Product.

- 7.6 Tickets and Hospitality Rights.** University will provide Sponsor with the types and quantities of tickets and other entertainment rights described in **Exhibit F**. University will deliver, as soon as they become available, 50% of all tickets for each event to Company and 50% to Bottler, addressed to them in care of the persons specified for ticket delivery in Section 13.9.
- 7.7 Permitted Exception for Special Athletic Events.** Sponsor acknowledges that University may have opportunities with its athletic programs to utilize certain areas of Campus for a limited number of NCAA, NIT or Mid-American Conference athletic events ("Special Athletic Events") that may be sponsored by a supplier of a Competitive Product. Subject to the provisions set forth in Sections D.1 and D.2 of **Exhibit F**, to the extent it is a requirement of the NCAA, NIT or Mid-American Conference, during the Term University may allow limited promotional presence and/or signage (e.g., trademarked cups, coolers, towels, banners) relating to Competitive Products to be temporarily displayed on the sidelines of the venue where such Special Athletic Event is to be held for up to three (3) Special Athletic Events each Agreement Year. Such Competitive Product will not be sold, distributed, dispensed, sampled, served, or otherwise made available during such Special Athletic Events, and all temporary signage or other materials for Competitive Product will be promptly removed from the venue upon the conclusion of the Special Athletic Event. The parties further agree that Sponsor's availability, marketing, advertising and promotional rights under this Agreement will not otherwise be affected during any such Special Athletic Event.
- 7.8 Permitted Exception for Special Promotional Events.** University may allow temporary signage, advertising or trademark display for Competitive Product to be displayed at the Campus during up to six (6) "Special Promotional Events" (as hereinafter defined) per Agreement Year; provided however that (i) Sponsor's exclusive promotional rights shall not be otherwise affected during such Special Promotional Events and (ii) no Competitive Products may be sold, served or otherwise made available during any such Special Promotional Event. For purposes hereof, a single event which continues for up to three (3) 24-hour periods shall be considered one Special Promotional Event.

As used herein, the term "Special Promotional Event" shall mean and be limited to (i) events which are part of a national multi-market pre-sponsored touring show which is sponsored by a manufacturer, licensee or distributor of a Competitive Product and for which advertising rights for a Competitive Product are mandated in a master agreement between such sponsor and the athletes or artists performing in such event. University shall provide Sponsor with no less than thirty (30) days prior notice that it intends to designate an event as a Special Promotional Event. Notwithstanding the foregoing, University agrees that it shall not seek or otherwise solicit Special Promotional Events.

8. Cooperation and Approvals

8.1 General Cooperation. University will cooperate with Sponsor's activities -- on and off-Campus -- designed to promote Sponsor's sponsorship association with University, the Campus and the University Marks.

8.2 University Approval Rights.

(A) Promotions. University has the right to approve in advance the following:

- (1) the concept for any promotional activity with respect to University; and
- (2) any materials that display any University Marks.

But Sponsor has the right to use the Designations (for example, "Official Beverage Sponsor of Kent State University") without University's prior approval.

(B) Deemed Approval. If University does not respond to a written submission for approval within ten (10) working days after receiving it, then Sponsor may send notice to the Procurement Department, John Flasco that Sponsor has not received University's response. If University still does not respond within 48 hours of that notice, Sponsor is entitled to treat the submission as approved.

(C) Withholding Approval. University will not unreasonably withhold approval of a submission. Withholding approval is considered unreasonable unless it is based on:

- (1) University's determination that University Marks have been used incorrectly in a technical sense (such as improper color or other trademark nonconformity);
or
- (2) 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 one of Sponsor's customers or its Marks, 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.

9. Exclusive Association; No Competitive Products

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 listed below. These covenants are essential to protecting Sponsor's exclusive association with University, the Campus 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. The covenants are as follows, and each is subject to any exception expressly permitted by Section 5.3 and Section 7.8 above:

- 9.1 No Competitive Products on Campus.** University must ensure that no Competitive Products are sold, dispensed, served, or sampled anywhere on Campus. But this provision does not apply to Competitive Products purchased off-Campus by students, faculty or their guests for personal consumption and not for distribution on Campus.
- 9.2 No Competing Trademark Visibility.** University must not grant any form of trademark visibility or promotional or advertising rights to Competitive Products. University must ensure that there is no association or appearance of an association between University, the Campus, or the University Marks and Competitive Products.
- 9.3 No Promotion or Advertising of Competitive Products.** University must ensure that no permanent or temporary advertising, signage, or trademark visibility for Competitive Products is displayed on Campus.
- 9.4 No Competitive Use of University Marks.** University must not grant any advertising or promotional rights -- including use of the University Marks -- to third parties (such as Broadcasters) in a way that permits those third parties to use those rights in association with Competitive Products. But Broadcasters may sell in-game spot advertising for Competitive Products, so long as the spots do not display or refer to the University Marks or otherwise associate the University, the Campus or the University Marks with Competitive Products through on-air mentions or on-screen images or text.
- 9.5 No Third-Party Beverage Promotions.** 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.
- 9.6 Steps to Stop Ambush Marketing.** If any third party tries without Sponsor's consent to associate Competitive Products with University, the Campus 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 protect Sponsor's exclusive association. These steps may include the following, as circumstances warrant:
 - (A) complaining in writing to the violating party and to local media outlets;
 - (B) issuing private and public cease-and-desist announcements; and
 - (C) cooperating with Sponsor in instituting legal action, where appropriate, including

suits for temporary and permanent injunctive relief.

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

9.7 These provisions apply to all Campus media groups funded one hundred percent (100%) by the University, including, but not limited to, the following examples:

- (A) *Inside Kent State* - the University's faculty/staff newsletter;
- (B) the University's web page; and
- (C) the *Kent State Athletics Media Guide*.

However, these provisions shall not apply to non-University funded Campus media such as 89.1 WKSU Public Radio, or the Campus newspaper – the *Daily Kent Stater* and the online version, the *Digital Stater*, *Dimensions* – the University's quarterly magazine, or TV2 KSU – the Campus television station.

10. Representations, Warranties, and Covenants

10.1 **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 this 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 to Sponsor.
- (D) **Non-Profit Status.** It is a non-profit institution self-operating a food and beverage service on Campus. All Beverages purchased hereunder are solely for University's use and will not be resold or otherwise made available to any third party which sells or distributes Beverages. 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 it from complying with this Agreement; or
- (b) any agreement granting rights that are in conflict with the 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.

10.2 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 this Agreement's term will not enter into -- any other agreement that would prevent it from complying with this Agreement.

11. Remedies and Termination

This Agreement takes effect on August 11, 2001 ("Effective Date") and continues through May 31, 2011, but may be terminated earlier under the following circumstances:

11.1 University Termination Rights. In addition to other legal and equitable remedies, University may terminate this Agreement if any of the following events occur:

- (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 30 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 receiving written notice of the breach.
- (C) **If Sponsor Becomes Insolvent or Bankrupt.**
 - (1) University may terminate on 45 days 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 in 11.1(C)(1) if Company agrees to assume all of Bottler's obligations under this Agreement.

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

- (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 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, and for any reason, even if beyond the reasonable control of University -- for a period of more than 120 consecutive days, and during that period, sales of Company Beverages on Campus decrease by more than twenty percent (20%), as compared to sales during the same period occurring 12 months earlier.

- (E) **Written Notice Required.** Sponsor must give 30 days written notice to University when exercising any of its termination rights under 11.2(B) through (D).

11.3 Repayment of Sponsorship Fees.

- (A) **Prorated Refund.** If this Agreement is terminated for any reason, University will refund to Sponsor immediately any Sponsorship Fees, Academic Program Funding, portion of the last installment of the Previous Sponsorship Fees, Athletic Program Funding, and Debit Card Reader Funding paid and/or allocable to any period after the date of termination, or, if beginning earlier, after the date of University's default. University will have up to six (6) months to repay Sponsor if Sponsor is allowed to retain all of the exclusive Beverage rights University granted Sponsor herein, including those exclusive Beverage rights that pertain to sponsorship of the University, Campus-wide Beverage availability rights, and on and off-Campus marketing rights, and all limitations regarding Competitive Products set forth in Section 9 of this Agreement shall continue in full force and effect, during such six (6) month period.
- (B) **Allocation of Fees.** The unearned portion of the Sponsorship Fees, last installment of the Previous Sponsorship Fees, and Debit Card Reader Funding will be allocated on an equal daily basis over the entire Term. The Academic Program Funding and Athletic Program Funding for each year (or fraction of a year included in the term) will be allocated on an equal daily basis throughout the year (or fraction of the year), without regard to the date of termination or breach.

11.4 Sponsor's Additional Remedies. In addition to Sponsor's other available remedies, Sponsor may seek a reduction of the Sponsorship Fees -- as described in 11.5 -- if:

- (A) **If Campus Closes.** A portion of the Campus is closed -- other than in connection with regularly scheduled breaks, and for any reason, even if beyond the reasonable control of University -- for a period of more than 90 consecutive days, and during that period, sales of Company Beverages on Campus decrease by more than twenty percent (20%), as compared to sales during the same period occurring 12 months earlier; or
- (B) **If Rights are Limited.** Any of Sponsor's rights is limited, such as by the breach of Sponsor's exclusivity or by ambush marketing (see Section 9);
- (C) **If Teams Fail to Play.** Any of University's Teams does not play all its scheduled home games on Campus for a period of 30 days or more, whether or not the failure to play is due to a cause beyond University's control (such as a strike or other work stoppage).

11.5 Fee Reduction. If the circumstances described in 11.4 occur, then University and Sponsor will negotiate in good faith for an appropriate reduction of the remaining

Sponsorship Fees payable under this Agreement (and University will pay Sponsor a refund of any prepaid amounts in excess of the reduced Sponsorship Fees). This reduction must fairly reflect the decrease in the value of Sponsor's rights. If University and Sponsor have not agreed on the amount of this reduction within 30 days of notice by Sponsor, then Sponsor may immediately terminate the Agreement on written notice to University.

11.6 Automatic Extension. If a portion of the Campus is closed -- other than in connection with regularly scheduled breaks, and for any reason, even if beyond the reasonable control of University -- for a period of more than 30 but not more than 120 consecutive days, and during that period, sales of Company Beverages on Campus decrease by more than twenty percent (20%), as compared to sales during the same period occurring 12 months earlier, Sponsor will have the right, at its option, to extend the term of the Agreement for a corresponding period.

12. Confidentiality

12.1 Sponsorship Agreement. 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 3 years after the termination of this Agreement. University will give Sponsor prompt written notice of any disclosure of Agreement terms that appears to be required by law, so that Sponsor may assert any exemptions from or defenses to disclosure that may be available.

12.2 Other Confidential Information. Confidential information includes any business, marketing, promotional, or technical information provided by one party to another. If information is designated by the offering party as confidential, the information will remain the confidential proprietary information of that party. It will not be disclosed, unless otherwise required by applicable law. If a party determines that disclosure of another party's confidential information appears to be required by law, that party will give the other parties prompt written notice, so that they may assert any exemptions from or defenses to disclosure that may be available.

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 both 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 Obligations.** Each party will maintain sufficient insurance to adequately protect the other parties' respective interests and in accordance with good business practices customary in its business. Upon request, each party will provide proof of the required insurance.
- 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 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, University may not assign any of University's rights or obligations without Sponsor's prior written consent. None of University's rights or obligations may be assigned by operation of law 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, indemnification and rights of first refusal survive the expiration or termination of this Agreement.
- 13.9 Notice.** 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
One Coca-Cola Plaza
Atlanta, Georgia 30313
Attention: Director - U.S. Education Channel Business Development
Fax: (404) 515-1701

Ticket Addressee: Jennifer L. Asman

Copies to: Director, Business Affairs
Fax: (404) 515-3938

(B) Notice to Bottler.

Coca-Cola Enterprises Inc. d/b/a
Coca-Cola Bottling Company of Eastern Great Lakes
1560 Triplett Boulevard
Akron, Ohio 44306

Attention: Division Vice President and General Manager
Fax: (330) 798-4480

Ticket Addressee: Neal Hardesty, Sales Center Manager

Copy to: Coca-Cola Enterprises Inc.
2500 Windy Ridge Parkway
Atlanta, Georgia 30339

Attention: General Counsel
Fax: (770) 989-3619

(C) Notice to University.

Kent State University
P.O. Box 5190
Kent State, Ohio 44242

Attention: John Flasco
Fax: 330-672-7904

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 working days are expressly stated. All references to "including" mean "including without limitation".

13.12 Exhibits. All exhibits are fully incorporated into this Agreement.

13.13 Governing Law. This Agreement is governed by and must be interpreted under Ohio law, without giving effect to any applicable conflict or choice-of-law provisions.

The Coca-Cola Company

By: *Peggy Ann West*

Printed Name: Peggy Ann West

Title: V.P. Business Affairs

Date Signed: April 24, 2002

Kent State University

By: *David K. Creamer*

Printed Name: David K. Creamer

Title: Vice President
Business and Finance

Date Signed: April 9, 2002

4/9/02

**Coca-Cola Enterprises Inc. d/b/a
Coca-Cola Bottling Company of Eastern
Great Lakes**

By: *Norman P. Findley* *5/17*

Printed Name: Norman P. Findley

Title: Executive Vice President,
Marketing

Date Signed: 4/17/02

Exhibit A

Definitions

"Affiliate" means, as to any entity, any other entity which is controlled by, controls, or is under common control with that entity. The term "control" (including the terms "controlled", "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity.

"Agreement Year" means each twelve-month period beginning with the Effective Date and subsequent anniversaries thereof.

"Approved Cups" means disposable cups (20-oz., 32-oz. and 44-oz, minimum sizes) approved by Company. These cups must prominently bear the trademarks of Coca-Cola® or other Company Beverages on 100% of the exterior cup surface. From time to time, Company may also approve non-disposable souvenir cups or other customized cups for use on Campus, provided that such cups prominently feature trademark(s) for Company Beverages on a minimum of fifty percent (50%) of the cup's surface. The Company's current Approved Cup is shown in **Exhibit D**.

"Beverages" means all non-alcoholic beverages of any kind or form, and all beverage bases from which these can be prepared. "Beverages" does not include unflavored milk, flavored milk, unbranded coffee and tea prepared on-site, unbranded juices fresh squeezed prepared on-site and tap water.

"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.

"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 Team game, or any other Campus event. "Broadcast" has a corresponding meaning.

"Campus" means all buildings and grounds owned or operated by the University located in Kent, Ohio during the Term, whether currently existing or built or acquired during the Term, including all 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.

"Company Beverages" mean Beverages marketed under trademarks or brand names owned or controlled by or licensed for use to Company.

"Competitive Product" means (1) any Beverage that is not a Company Beverage, and (2) any product -- whether or not a Beverage -- marketed under Beverage trademarks that are not Company trademarks, or any associated or related trademarks.

"Designations" means (1) "Official Soft Drink or Juice, Tea, Sports Drink, etc. of Kent State University"; and (2) "Official Soft Drink or Juice, Tea, Sports Drink, etc. of "Golden Flashes".

"Mark" means -- with respect to any party -- 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 party. Examples of University Marks include the Designations; the University's name, logo and emblems; the Teams' names, uniforms, logos and emblems.

"Team" means any intercollegiate athletic team associated with University.

Exhibit B

Vending Commissions

[2.2]

Commissions. Bottler shall pay the University commissions on full-service vending sales based on the following rates and initial vend prices:

Package	Commission	Initial Vend Price
12 oz. cans – carbonated	50%	\$0.75
12 oz. bottles – Dasani	50%	\$0.75
16 oz. bottles – Minute Maid	50%	\$1.25
20 oz. bottles – carbonated	50%	\$1.25
20 oz. bottles – Fruitopia	50%	\$1.25
20 oz. bottles – POWERADE	50%	\$1.25
20 oz. bottles – Dasani	50%	\$1.25

Commissions are paid based upon cash collected, after deducting taxes, deposits, recycling fees and debit card fees, if any.

Commissions shall not be payable on any sales from vending machines not filled or serviced by Bottler (for itself or through its subcontractor, currently AVI). Vend prices and packages shall be in effect beginning in August of 2001. As mutually agreed to by Bottler and University, Bottler may adjust the vend prices on an annual basis as necessary to reflect changes in its costs, including cost of goods. These commissions will be paid on or about the 15th of each month with an accounting of all sales and monies in a form satisfactory to the University and shall become immediate property of University.

Vend packages and Company Beverage selections for Bottler's vending machines shall be mutually agreed to by Bottler and University.

Exhibit C

Beverage Pricing

[3.1]

<u>PACKAGE</u>	<u>Units</u>	<u>COST</u>
12 ounce 12 pack cans – carbonated	2	\$ 5.10 per case
12 ounce cans - Nestea Cool	24	\$ 5.10 per case
20 bottles – carbonated	24	\$ 9.00 per case
20 bottles – Nestea Cool	24	\$ 9.00 per case
2 liter bottles - carbonated	12	\$12.50 per case
20 bottles – Fruitopia	24	\$12.00 per case
20 bottles – Minute Maid Lemonade	24	\$12.00 per case
20 bottles – Minute Maid Fruit Punch	24	\$12.00 per case
16 ounce bottles - Minute Maid	24	\$13.00 per case
12 ounce bottles - Dasani	24	\$ 6.25 per case
20 ounce bottles - Dasani	24	\$10.00 per case
20 ounce bottles - POWERADE	24	\$13.00 per case
24 ounce bottles - POWERADE	24	\$18.00 per case
32 ounce bottles - POWERADE	12	\$12.00 per case
8.4 ounce cans - KMX	24	\$31.00 per case
8 ounce glass bottles - carbonated	12	\$11.50 per case
8 ounce drink boxes – Minute Maid	24	\$14.00 per case

LIDS AND APPROVED CUPS (PER CASE)

<u>Cups/Lids</u>	<u>Units Per Case</u>	<u>Cost Per Case</u>
12 ounce paper cups	2,500	\$49.50
16 ounce paper cups	1,000	\$34.32
21 ounce paper cups	1,200	\$39.60
24 ounce paper cups	1,000	\$38.28
32 ounce paper cups	600	\$25.00
32 ounce plastic cups w/ lid	250	\$42.00
12 ounce cup lids	2,500	\$31.20
16 ounce cup lids	2,000	\$31.20
21 ounce cup lids	2,000	\$31.20
24 ounce cup lids	2,000	\$31.20
32 ounce cup lids	1,200	\$28.80
32 ounce plastic cups w/ lid	250	\$42.00

Carbon dioxide - 20lb tank

Free of Charge.

Exhibit C

Beverage Pricing

(Continued)

FOUNTAIN SYRUP

<u>Agreement Year</u>	<u>Price Per Gallon</u>
One	\$2.40
Two	\$2.40
Three	\$2.45
Four	\$2.50
Five	\$2.55
Six	\$2.60
Seven	\$2.65
Eight	\$2.70
Nine	\$2.75
Ten	\$2.80

Exhibit D

Approved Cup Design

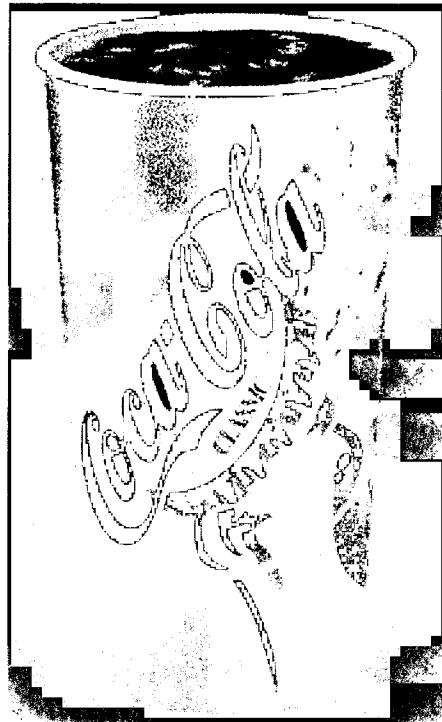


Exhibit E

Standard Lease Agreements

[4.1]

COLD DRINK EQUIPMENT AGREEMENT

1. Installation and Operation. Bottler shall deliver and install the equipment described herein (the "Equipment") at the location specified herein and Customer shall use the Equipment only at such location. Customer, at its expense, shall provide all necessary service connections. Customer hereby guarantees that (a) no logo, advertisement or other indication of Bottler's ownership of the Equipment shall be obstructed, defaced or removed and no other logo or advertisement shall be attached to the Equipment, (b) in the event the Equipment contains an illuminated sign, Customer shall keep such sign illuminated at all times, and (c) the Equipment shall not be obstructed, moved or removed without the prior written consent of Bottler.

2. If Full Service is checked on the front of this Agreement, Customer agrees to permit Bottler to place the Equipment on Customer's premises. Bottler shall stock the Equipment and shall collect all proceeds from the sale of soft drinks. If applicable, Bottler shall pay Customer a commission on sales through the Equipment. The initial commission and vend price is set forth herein but may be changed by Bottler in its sole discretion.

3. If Lease or Rent is checked on the front of this Agreement, Bottler hereby leases the Equipment to the Customer, and Customer agrees to pay a monthly rental. Bottler may change the lease rate charged under this Agreement by sending notice of such change to Customer, at its present address. Customer may terminate this Agreement as set forth herein if it objects to such change.

4. Ownership Bottler is and at all times shall remain the exclusive owner of the Equipment. Customer shall protect Bottler's title and keep the Equipment free from all claims, liens and encumbrances. Except in the state of Wisconsin, Bottler agrees to supply and deliver all of the products stored in and sold through the Equipment, and Customer agrees to purchase from Bottler and store in or sell through the Equipment only products supplied by Bottler.

5. Maintenance and Repair. Bottler agrees to provide reasonable service and maintenance for the Equipment during the term hereof. Customer shall allow Bottler to enter its premises for the purposes of inspection or performance of such maintenance and repair, or necessary replacement or return of the Equipment.

6. Disclaimer of Warranties. Customer acknowledges that Bottler is not the manufacturer of the Equipment. BOTTLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES AS TO THE FITNESS, MERCHANTABILITY, DESIGN, CONSTRUCTION, CONDITION, SPECIFICATIONS OR PERFORMANCE OF THE EQUIPMENT. Customer accepts no warranties and expressly waives any implied warranties as to the fitness, merchantability, design, construction, condition, specification or performance of the Equipment. Bottler shall not be liable to Customer for any claims based upon or arising out of lost profits or prospective profits, loss of product or consequential or incidental damages in any way relating to the installation, use or operation of the Equipment.

7. Liability and Costs. Customer hereby assumes liability for any and all damage to, normal wear and tear excepted, or loss of the Equipment. Customer shall pay any taxes which may be imposed on the Equipment by any taxing authority. In the event of a default by Customer under this Agreement, Customer shall be liable for reasonable attorney's fees and other costs incurred by Bottler in enforcing its rights hereunder by litigation or otherwise.

8. Indemnity. Customer shall indemnify and hold Bottler harmless from all losses, damages and expenses including attorneys' fees, resulting from any and all claims, demands or rights of action that may be asserted at any time against Bottler which are caused by or result from Customer's negligent actions or inactions in the use or operation of the Equipment.

9. Termination. Either party may terminate this Agreement upon any or no cause upon 10 days' written notice to the other. Customer agrees that, upon any termination, Bottler shall have the right to remove the Equipment.

10. Miscellaneous. This Agreement shall not be assignable by Customer without the prior written consent of Bottler. This constitutes the entire Agreement between the parties and may be amended only in a writing signed by both parties. No modification or waiver shall be enforceable unless in writing and signed by the party against whom enforcement is sought.

EXHIBIT E (Continued)
COCA-COLA 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 reverse side ("Lessee") all fountain beverage dispensing equipment described on the reverse side (the "Equipment"), subject to the terms and conditions set forth in this Lease Agreement. Unless otherwise agreed in writing, the Equipment shall include all permanent merchandising, menu boards, lines, fittings, carbonators, regulators, valves, refrigeration units, and bag-in-box pumps and racks installed by Company on Lessee's premises. All Equipment is leased for an initial period of one (1) year, commencing on the scheduled installation date set forth on the reverse side (the "Commencement Date"), and will continue on a year to year basis thereafter without further notice. This Lease Agreement may be terminated by either party on any annual anniversary of the Commencement Date by sending the other party notice of termination not less than thirty (30) days prior to the end of the then-current year of the term. If this Lease is terminated for any reason prior to 60 months from the Commencement Date, other than a termination by Company pursuant to this section, upon termination Lessee shall reimburse Company for the actual costs of installation and removal and the standard costs for refurbishing such Equipment incurred by Company. Following notice of termination, the terms of this Lease will continue in effect until the Equipment has been removed from Lessee's premises.

2. RENT FOR THE EQUIPMENT. Lessee shall pay to Company the amount set forth on the reverse side plus all applicable sales and use taxes, if any, as rent for the Equipment. Rent will be due monthly. At Company's discretion, Company may utilize funds due Lessee to offset amounts due Company under this Agreement. If Lessee fails to pay, within 10 days of its due date, rent or any other amount required by this Lease to be paid to Company, Lessee shall pay to Company a late charge equal to five percent (5%) per month of such overdue payment, or such lesser amount that Company is entitled to receive under any applicable law.

3. 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. Lessee shall execute such title documents, financing statements, fixture filings, certificates and such other instruments and documents as Company shall reasonably request to ensure to Company's satisfaction the protection of Company's title to the Equipment and Company's interests and benefits under this Lease. Lessee shall not transfer, pledge, lease, sell, hypothecate, mortgage, assign or in any other way encumber or dispose of any of the Equipment. **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.** Lessee may perform ordinary maintenance and repairs to the Equipment as required by this Lease, but shall not make any alterations, additions, or improvements to the Equipment without the prior written consent of Company. All parts added to the Equipment through alterations, repairs, additions or improvements will constitute accessions to, and will be considered an item of, the Equipment and title to such will immediately vest in Company. Lessee agrees that Company may transfer or assign all or any part of Company's right, title and interest in or to any Equipment (in whole or in part) and this Lease, and any amounts due or to become due, to any third party ("Assignee") for any reason. Upon receipt of written notice from Company of such assignment, Lessee shall perform all its obligations with respect to any such Equipment for the benefit of the applicable Assignee, and, if so directed, shall pay all amounts due or to become due hereunder directly to the applicable Assignee or to any other party designated by such Assignee.

4. USE OF EQUIPMENT. Lessee acknowledges that the rent set forth herein does not fully compensate Company for its expenses concerning its research and development efforts designed to improve fountain equipment or in providing the Equipment to Lessee, and that Company provides the Equipment to Lessee for the purpose of dispensing Company products. Therefore, Lessee agrees that if the Equipment is a fountain beverage dispenser, then the Equipment will be used for the purpose of dispensing fountain beverage products of Company, such as Coca-Cola® classic or Coke®, diet Coke® and Sprite®, with the understanding that, if the dispenser has four (4) or more valves, one (1) valve may be used at Lessee's option for dispensing a non-Company, non-cola fountain beverage product; provided, that no product of PepsiCo, Inc. or of an affiliate thereof may be dispensed. In accordance with Company's Fair Share Policy, Company will have the right to additional rent if any valve is used for a non-Company beverage (including water), at a rate of not less than \$40 per year. If the Equipment is a pump for bag-in-box or similar container, such pump may be used only to dispense Company products. If the Equipment is other than a fountain beverage dispenser or a pump, then it will be used only in a location where fountain beverage products of Company are served and where no fountain beverage products of PepsiCo, Inc. or an affiliate of PepsiCo, Inc. are served. This Section 4 shall not apply within the State of Wisconsin.

5. INSPECTION AND NOTIFICATION. Company shall have the right during Lessee's regular business hours to inspect the Equipment at Lessee's premises or wherever the Equipment may be located and to review all records that relate to the Equipment. Lessee shall promptly notify Company of all details arising out of any change in location of the Equipment, any alleged encumbrances thereon or any accident allegedly resulting from the use or operation thereof.

6. 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.

7. TAXES. Lessee shall pay all assessments, license fees, taxes (including sales, use, excise, personal property, ad valorem, stamp, documentary and other taxes) and all other governmental charges, fees, fines or penalties whatsoever, whether payable by Company or Lessee, on or relating to the Equipment or the use, registration, rental,

shipment, transportation, delivery, or operation thereof, and on or relating to this Lease.

8. MAINTENANCE AND REPAIRS. If Lessee elects to use one valve to dispense a non-Company beverage pursuant to Section 4, Company may charge for its costs of servicing such valve in accordance with Company's Fair Share Policy at a rate of not less than \$25 per year. Lessee shall, at its expense, keep the Equipment in good condition, repair, and working order. Lessee shall pay all costs incurred in connection with the shipment, use, operation, ownership, or possession of the Equipment during the term of this Lease. 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 assumes no responsibility for incidental, consequential or special damages occasioned by such negligent acts or omissions.

9. 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.

10. INDEMNITY. Lessee shall indemnify Company and Company's officers, agents, employees, directors, shareholders, affiliates, successors, and assigns (hereinafter the "Indemnified Parties") against, and hold Indemnified Parties wholly harmless from, any and all claims, actions, suits, proceedings, demands, damages, and liabilities of whatever nature, and all costs and expenses, including without limitation Company's reasonable attorneys' fees and expenses, relating to or in any way arising out of (a) the ordering, delivery, rejection, installation, purchase, leasing, maintenance, possession, use, operation, control or disposition of the Equipment or any portion thereof; (b) any act or omission of Lessee, including but not limited to any loss or damage to or sustained by Company arising out of Lessee's failure to comply with all the terms and conditions of this Lease; (c) any claims for liability in tort with respect to the Equipment, excepting only to the degree such claims are the result of Company's negligent or willful acts. The provisions of this Section 10 will survive termination and expiration of this Lease.

11. DEFAULT. The occurrence of any of the following will constitute a "Default" by Lessee: (a) nonpayment by Lessee when due of any amount due and payable under this Lease; (b) failure of Lessee to comply with any provision of this Lease, and failure of Lessee to remedy, cure, or remove such failure within ten (10) days after receipt of written notice thereof from Company; (c) any statement, representation, or warrant of Lessee to Company, at any time, that is untrue as of the date made; (d) Lessee's becoming insolvent or unable to pay its debts as they mature, or Lessee making an assignment for the benefit of creditors, or any proceeding, whether voluntary or involuntary, being instituted by or against Lessee alleging that Lessee is insolvent or unable to pay its debts as they mature; (e) appointment of a receiver, liquidator, trustee, custodian or other similar official for any of the Equipment or for any property in which Lessee has an interest; (f) seizure of any of the Equipment; (g) default by Lessee under the terms of any note, document, agreement or instrument evidencing an obligation of Lessee to Company or to any affiliate of Company, whether now existing or hereafter arising; (h) Lessee taking any action with respect to the liquidation, dissolution, winding up or otherwise discontinuing the conduct of its business; (i) Lessee transferring all or substantially all of its assets to a third party; or (j) the transfer, conveyance, assignment or pledge of a controlling interest or ownership of Lessee to a third party without Company's prior written consent.

12. OPTION TO ACCELERATE AT WILL. If at any time Company in good faith believes that the prospect for Lessee's payment or other performance under this Lease is impaired, Company may demand immediate payment of all rents due and scheduled to come due during the remainder of the Lease term. All future rent accelerated under this or any other provision of this Agreement will be discounted to present value, which will be computed at a discount rate of five (5) percent. Failure of Lessee to make full payment within thirty (30) days of its receipt of the demand for accelerated rent will constitute a "Default" by Lessee as defined in Section 11.

13. REMEDIES. 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 the Lease. Lessee acknowledges that in the event of a breach of Sections 4 or 5 or a failure or refusal of Lessee to relinquish possession of the Equipment in breach of this section following termination or Default, Company's damages would be difficult or impossible to ascertain, and Lessee therefore agrees that Company will have the right to an injunction in any court of competent jurisdiction restraining said breach and granting Company the right to immediate possession of the Equipment.

14. LIQUIDATED DAMAGES. If Lessee acts in violation of the prohibitions described in Section 3 of this Agreement, or 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 amount of past-due lease payments, discounted accelerated future lease payments, and 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 3 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.

15. OTHER TERMS. 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 constitutes the entire agreement of the parties and supersedes all prior oral and written agreements between the parties governing the subject matter of this Lease; provided, however, that if Company and Lessee have entered into a Marketing Agreement into which this Lease is incorporated, to the extent that any of the terms in this Lease conflict with the terms set forth in the Marketing Agreement, the terms of the Marketing Agreement will control. No agreement will be effective to amend this Lease unless such agreement is in writing and signed by the party to be charged thereby. Any notices permitted or required by this Lease will be in writing and mailed by certified mail or hand delivered, addressed to the respective addresses of the parties on the reverse side of this Lease. **THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF GEORGIA.** Time is of the essence to each and all of the provisions of this Lease.

Exhibit F

Signage, Advertising, and Tickets

1. **Signage.** [7.3]

- (A) **Locations.** Sponsor will receive signage in all Team and athletic venues on Campus, the size and locations of which shall be mutually agreed by both parties.
- (B) **Appearance.** Sponsor will specify the advertising message and graphics for its signage. All other aspects of the design, construction, and general appearance of the signage must meet Sponsor's reasonable specifications.
- (C) **Minimum Signage Guarantee.** Sponsor is obtaining forty percent (40%) of all current advertising space on Campus (the "Minimum Percentage") as follows:
- 10 scoreboard panels for Company Beverage advertisements;
 - 13 signs designated for the specific advertisement of Coca-Cola; and
 - 33 signs for advertising miscellaneous Company Beverages.

Without Sponsor's express written consent, no additional advertising space may be added on Campus -- either physically or by electronic insertion during Broadcasts of Campus events -- if it would reduce Sponsor's share of advertising space to less than the Minimum Percentage. If University adds new advertising space, Sponsor is entitled to a proportionate reduction in annual Sponsorship Fees attributed to advertising, based on the reduction in Sponsor's share of advertising space.

(D) **No Obstruction of Signage.**

- (1) Sponsor's signage on Campus must not be Blocked by University or any third party. This includes Blockage during the Broadcast of any Team game or other Campus event. But University may cover Sponsor's signage to the extent expressly required by the constitution and by-laws of the National Collegiate Athletic Association ("NCAA") during NCAA championship events or Mid-American Conference ("MAC") during MAC championship events or National Invitational Tournament ("NIT") during NIT preseason or postseason events or events described in Section 7.7, so long as signage for all other University sponsors is also covered.
- (2) To protect Sponsor's rights in (D)(1), University will cause third parties to agree to comply with (D)(1) in all new or renewed agreements involving rights to Broadcast Team games or other Campus events, or otherwise photograph the Campus.

- (E) **Obligation to Maintain Signage.** University will install and maintain all materials used for the sign panels described in (A), and for the structures supporting the panels. University will repair -any malfunction, damage, or destruction to the panels or supporting structures within a commercially reasonable period. All installation, maintenance and repair will be at University's expense, except that Sponsor will pay the cost of installing any replacement panels used to modify Sponsor's initial advertising message or graphics.
- (F) **Illuminated Signage.** University will supply the required electricity for all 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.
- (G) **Access to Signage.** At all reasonable times, University will provide Sponsor access to its signage to replace, remove, or modify it.

2. **Print Advertising.** [7.4]

- (A) Sponsor will receive one full-page four-color ad in each Team game program and in all other event programs.
- (B) Sponsor will provide mechanicals consistent with University's technical requirements for advertising. Sponsor will provide these mechanicals before University's deadlines, but University must give Sponsor reasonable notice before each deadline. If Sponsor has not provided the mechanicals before a deadline, then University may print advertising previously provided by Sponsor. All of Sponsor's advertising must be printed according to Sponsor's reasonable specifications, but the content must be reasonably acceptable to University and must conform to the general look and feel of each publication.

3. **Tickets.** [7.7]

University will provide Sponsor with the following tickets free of charge, during each year of the Agreement:

- Twelve (12) season tickets to all University Team games;
- Six (6) tickets to any University Team post-season games, bowls, or tournament events;
- Five hundred (500) general admission tickets each Agreement Year to one (1) University Team football home game for the "Coca-Cola Kids" section that Sponsor agrees to distribute to elementary and/or middle school-age children;
- Five hundred (500) general admission tickets each Agreement Year to one (1) University Team men's basketball home game for the "Coca-Cola Kids" section that Sponsor agrees to distribute to elementary and/or middle school-age children; and

- Ten (10) free admissions to each of the University Team coaches' youth camps that Sponsor agrees to distribute to elementary and/or middle school-age children.

Exhibit G

Campus Food Court National Franchisee List

Restaurant Name	Competitive Product Contract Expiration Date
Subway Sandwich shop	
Arabica coffee	
Mama Illardo's pizza	
McDonald's	
Starbuck's	
Unknown bagel shop	
Unknown Chinese restaurant	