

BEVERAGE SALES AND SPONSORSHIP AGREEMENT

This sets forth the agreement ("**Agreement**") between Bottling Group, LLC, a Delaware limited liability company, and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company with an office located at 6300 Cameron Blvd Gilroy, CA 95020 ("**Pepsi**") and the County of Monterey, with its principal place of business at 168 W. Alisal Street, 3rd Floor, Salinas CA 93901, on its own behalf, ("**Customer**"). The support described below is in lieu of any other discounts, allowances or rebates to which Customer might otherwise be entitled from time to time. When fully executed, this Agreement will constitute a binding obligation of both parties until expiration or termination.

Customer, in keeping with its objectives of fostering and promoting spectator events in Monterey County, is annually staging three (3) to six (6) major events "**Events**". Specific Event dates annually TBA. Customer has the right to license, for commercial purposes, the rights to certain information and materials related to the facility known as "WeatherTech Raceway Laguna Seca" in Monterey California ("**Facility**").

Definitions

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

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

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

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

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

"**Designations**" includes, but are not limited to, the following: "Official Bottled Water and Soft Drink of WeatherTech Raceway Laguna Seca" and "Official Sponsor of WeatherTech Raceway Laguna Seca."

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

"**Facilities**" means the entire premises of the Laguna Seca Recreation Area ("LSRA") or its Food Service Providers at WeatherTech Raceway Laguna Seca in Monterey, California throughout the Term, including all buildings, the grounds, parking lots, retail locations, concession stands, unbranded

and branded food service outlets and vending areas.

“Food Service Provider” means Facility Management Agent or any other third-party food vendor which sells or serves Beverages at the Facilities during the Term.

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

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

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

“Products” means Postmix Products, and Packaged Products.

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

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

1. Term

The term of this Agreement will commence on January 1, 2021 and the term will expire upon the later of December 31, 2025 or at such time as Customer’s collective purchases of Products meets or exceeds a volume threshold (the **“Volume Threshold”**) of 30,000 Cases (the **“Term”**). In the event the Customer has not met the Volume Threshold prior to the termination of the Agreement, Customer acknowledges and agrees that Customer shall provide Pepsi with the \$7.31 per Case cost for the Volume Threshold shortfall of all remaining Cases not purchased by Customer if Volume Threshold is not met during the Term. Such payment shall be payable to Pepsi within sixty (60) days following the termination of the Agreement.

2. Performance

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

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

supplier of Competitive Products in its Facilities The Parties hereby agree that this Agreement shall apply only to Customer's Facilities at Laguna Seca Recreation Area and not any other County owned and/or leased properties. Nothing in this Agreement shall prohibit the County from selling, promoting, or distributing Competitive Products outside of the Facilities, as defined in this Agreement.

Permitted Exceptions: Customer shall be permitted to sell energy drinks, unbranded dairy products, tap water, 5-gallon office water services, freshly brewed coffee drinks and teas, non-alcoholic beer and unbranded freshly squeezed juices on premises without violating the exclusivity terms of the Agreement.

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

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

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

(E) **Sponsorship and Promotional Rights.** Trademarks, trade names, service marks, logos and symbols ("**Trademarks**") are, and shall remain, the sole and exclusive property of the respective party hereto ("**Trademark Owner.**") Each party is licensed to use the other's Trademarks and that such use is subject to quality control as to content, quality, and prior approval of owner of that trademark. Each party recognizes the value of the goodwill associated with the Trademark Owner's Trademarks and acknowledges that all rights therein belong exclusively to the Trademark Owner, and that the other party has not acquired, and shall not acquire any right, title or interest in any of the Owner's Trademarks. Any and all goodwill and rights under trademark and copyright law, and all other intellectual property rights, that arises in favor of Trademark Owner as a result of this Agreement or otherwise shall inure to the sole and exclusive benefit of Trademark Owner. Neither party hereto shall, during or after the Term of this Agreement, do anything which could in any way conflict with the Trademark Owner's use or ownership of Trademark Owner's Trademark and shall not attack, dispute or challenge the Trademark Owner's right, title, and interest in and to Trademark Owner's Trademarks or assist others in so doing. Pepsi shall have the right to advertise its Products on signage at the Facilities and in print advertising as more fully set forth on Exhibit B attached hereto. In addition, Customer hereby grants Pepsi the right to promote the fact that Pepsi is the official and exclusive Beverage sponsor of Customer's Facilities at Laguna Seca Recreation Area and/or WeatherTech Raceway Laguna Seca, including the right of Pepsi to use and promote Customer Marks. Such promotion may be conducted through the distribution channels of television, radio and print media; on the packaging of (including cups and vessels); and at the point-of-sale of any and all Products wherever they may be sold or served. In connection therewith, Customer hereby grants to Pepsi a nonexclusive license to use the name of the Facilities and applicable Teams and Customer Marks for the limited purposes of promoting Products within the context of promotional activities and activation of

sponsorship benefits as set forth herein. Customer represents and warrants that it is the sole and exclusive owner of all right, title and interests in and to Customer Marks (including without limitation, all goodwill associated therewith) and Pepsi's use of Customer Marks pursuant to this Agreement will not infringe the rights of any third parties. Pepsi and Customer agree that advertising and promotional copy produced by each of them relating to the sponsorship rights granted herein will be subject to the prior written approval of the other party as not to be unreasonably withheld.

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

(G) **Hospitality Rights.** Customer hereby agrees to provide Pepsi with the event tickets and other hospitality rights as may be set forth on Exhibit B attached hereto.

(H) **Product Mix; Minimum SKU/Brand Requirement.** Throughout the Term, Customer agrees to offer a reasonable mix of Pepsi's Products and package sizes for sale and distribution throughout the Facilities including, carbonated soft drinks, water, isotonic, coffees and teas, juices, energy drinks and other beverages available from Pepsi.

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

(J) **Food Service Providers.** The terms and conditions of this Agreement, including the pricing, funding and other consideration provided for herein is based on Customer's current operating model/use of third-party Food Service Provider at commencement date of this Agreement. If either: (i) Customer switches Food Service Providers during the Term or (ii) Customer is self-operated and converts to a Food Service Provider model during the Term, then Customer must require such Food Service provider to abide by the applicable pricing and other terms set forth in this Agreement to the exclusion of all other benefits, including in connection with any agreement such Food Service Provider may separately have with Pepsi or Pepsi's affiliates. In the event that Customer fails to adhere to this requirement (or the Food Service Provider refuses to abide accordingly), then Pepsi shall be entitled to adjust its pricing, funding or other consideration offered to Customer herein on an equitable basis to neutralize any negative impact such change may have on the economics of the original Agreement.

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

3. Monetary Funding

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

(A) **Annual Support Funds.** In each of Years one through five, Pepsi agrees to provide Customer with annual support funds in the amount of Ten Thousand US Dollars (\$10,000) not to exceed five (5) consecutive payments (the "*Annual Support Funds*"). Customer acknowledges and agrees that each Annual Support Fund, payable to Customer herein, is payable to Customer provided Customer's annual cases volume sold maintains 1,500 Cases ("*Annual Cases Threshold*") or 25% of the total annual volume threshold (the "*Annual Volume Threshold*") of 6,000 Cases per Year. The Annual Support Funds are earned at the end of the Year, payable to Customer within sixty (60) days. In the event of early termination for any reason other than an uncured material breach by Pepsi pursuant to Section 7(A) herein, the unearned Annual Support Funds shall be forfeited and not paid to Customer pursuant to the terms of Section 7(B)(i) herein.

(B) **Growth Rebates.** In each Year of the Term, Pepsi will calculate the total number of eligible Cases purchased throughout the Facilities and its foodservice provider (excluding Cases of 12oz CSDs and 16.9oz Aquafina) pursuant to this Agreement and will provide Customer with growth rebates in the amount of \$6.65 per Case (the "*Growth Rebates*") not to exceed Thirty Thousand US Dollars (\$30,000). The Growth Rebates will be paid to Customer within sixty (60) days after the end of each Year. The parties agree that Pepsi will not accrue or pay any Growth Rebates for sales to Facilities that are in breach of the Performance Requirements listed in Section 2 above. Customer shall receive \$1.00 per case additional funding for all case sales above Annual Volume Threshold level of 6,000 in any Year of the Term.

4. Non-Monetary Consideration

(A) **Marketing Support.** Each Year during the Term Pepsi agrees to provide Customer with marketing support, valued at up to Five Thousand US Dollars (\$5,000) ("*Marketing Support*"). The Marketing Support will be used and spent by Pepsi to pay for point-of-sale materials and promotional programs in support of the sale of the Products at the Facilities, as mutually agreed to by the parties. Customer acknowledges and agrees that unused Marketing Support in any Year will not be carried over to a subsequent Year and will not be redeemable for a cash payment.

(B) **Product Free of Charge.** Upon request from Customer, Pepsi agrees to provide up to a total of One Hundred (100) Cases of a combination of 12oz. Aquafina or 12oz cans of carbonated soft drinks and 16.9oz. Aquafina per Year at no additional charge to Customer, provided, however, that Customer will administer all requests through a central contact so that Customer may prioritize the requests. Customer acknowledges and agrees that unrequested Product in any Year shall not be carried over to the subsequent Year or be redeemable for cash payment.

5. Equipment and Service

(A) **Equipment.** Pepsi will loan to Customer, at no charge, appropriate Equipment for dispensing the Products at the Facilities. Customer agrees that the Equipment will be exclusively used to display and merchandise the Products as reasonably determined by Pepsi, and subject to applicable local law, rule or regulation. Customer will not use the Equipment to display, stock, advertise, sell or maintain any other products (including on the exterior of the Equipment). Title to such Equipment will remain vested in Pepsi or its affiliate and Customer will return all Equipment to Pepsi upon expiration or earlier termination of this Agreement. At Pepsi's request, Customer will provide Pepsi with a written

Equipment verification list indicating the asset number, Equipment type, and location of the Equipment loaned to Customer pursuant to this Agreement. To the extent that future technology enhancements, equipment platforms or products to support these platforms are substantially different in scope or composition compared to existing equipment components and products, Pepsi and Customer will work in good faith to negotiate the economic terms for implementation of the new technology equipment.

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

6. Pricing

(A) Customer will purchase and will require that its Food Service Providers and any other third parties or purchasing representative for the Facilities to purchase, Products and Ancillary Products directly and exclusively from Pepsi pursuant to the pricing and terms and conditions set forth herein. The initial pricing schedule for Products is set forth on attached Exhibit A, which may be changed by Pepsi from time to time during the Term. Pepsi will be entitled to pass-through any incremental fees, deposits, taxes or other governmentally imposed charges (whether local, state, federal or judicially imposed on manufacturers, distributors, consumers or otherwise). The pass-through of any such governmentally imposed fees, deposits, taxes or charges on the Products will not be subject to any pricing cap or notification restrictions that may be specified in this Agreement.

(B) Pepsi will provide Customer a complete supply of Products during the Term of this Agreement and shall deliver such Products in a timely manner. The Customer shall purchase the Products from Pepsi at prices established by Pepsi. The current pricing schedule for Products is set forth below in Exhibit A. Thereafter, the prices may be changed from time to time at Pepsi's discretion, not to exceed a 4% increase in a 12-month time frame. Pepsi shall provide a notice of any price increases during the Term.

7. General Terms

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

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

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

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

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

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

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

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

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

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

(F) **Right of Offset.** Pepsi reserves the right to withhold payments due hereunder as an offset against amounts not paid by Customer or its Food Service Providers for Products ordered from and delivered by Pepsi, and any and all balances due and payable to Pepsi pursuant to this Agreement or any separate services agreement between Customer and Pepsi and/or its subsidiaries and affiliates.

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

(H) **Assignment.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned or otherwise transferred by either party (whether by operation of law or otherwise) without the prior written consent of the other party, *provided, however*, that Pepsi may assign and transfer this Agreement (in whole and not in part) to an affiliate without the consent of Customer hereto if such affiliate is (x) capable of fully performing all obligations of the assignor hereunder and (y) agrees, in writing to perform all of the obligations and assume all liabilities of the assignor hereunder.

In the event that a third party acquires Customer or substantially all Facilities or if Customer is acquired or merges with a third party, Customer will, in connection with such transaction, cause the acquiring party/merged entity, in writing, to ratify this Agreement and assume all of the obligations of Customer hereunder. In the event that Customer does not deliver written evidence of such ratification and assumption of this Agreement by the acquiring party or merged entity within ten (10) days following the closing of the transaction, Customer will be in breach of this Agreement and Pepsi may, at its option, terminate this Agreement effective immediately and Customer will pay to Pepsi all sums specified in Section 7(C) herein.

- (I) **Governing Law.** The laws of the state of California govern all matters arising out of this Agreement.
- (J) **Price Discrepancy.** Any price discrepancy claim must be submitted to Pepsi within 365 days of the date of the invoice in question. If Customer makes a price discrepancy claim within 90 days of the invoice date, Customer must submit a written request specifying the particular Product, amount in dispute and reason for the dispute. This request should be addressed to:

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

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

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

- (L) **Force Majeure.** No party will be responsible to the other for any failure, in whole or in part, to perform any of its respective obligations hereunder, to the extent and for the length of time that performance is rendered impossible or commercially impracticable resulting directly or indirectly from any foreign or domestic embargo, product detention, seizure, act of God, pandemic, epidemic, insurrection, war and/or continuance of war, the passage or enactment of any law ordinance, regulation, ruling, or order interfering directly or indirectly with or rendering more burdensome the purchase, production, delivery or payment hereunder, including the lack of the usual means of transportation due to fire, flood, explosion, riot, strike or other acts of nature or man that are beyond the control of the parties unless such contingency is specifically excluded in another part of this Agreement ("**Force Majeure Event**"). Any party(s) so affected, will (i) use all reasonable efforts to minimize the effects thereof and (ii) promptly notify the other party(s) in writing of the Force Majeure and the effect of the Force Majeure on such party's ability to perform its obligations hereunder. The affected party(s) will promptly resume performance after it is no longer subject to Force Majeure. In the event Customer's performance is temporarily suspended pursuant to a Force Majeure Event, Pepsi's funding obligations will be suspended for the duration of Customer's nonperformance. Once Customer resumes performance or in the event Customer is able to perform some, but not all of its obligations herein, any fixed, advanced, or guaranteed funding will be adjusted commensurate with the decline in volume

associated with the suspended or partial performance.

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

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

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

(P) **Notices.** Any notice which either party is required or permitted to give hereunder will be in writing, signed by the notifying party and will be either delivery by hand or nationally recognized overnight courier service or deposited in the United States mail, certified or registered mail, return receipt requested, postage paid, addressed as follows: If to Customer, to the name and address set forth in the preamble herein. If to Pepsi, to the name and address set forth in the preamble herein, with a copy thereof to Pepsi Beverages Company, 1111 Westchester Avenue, White Plains, NY 10604, Attention: Law Department or to such addresses as the parties may subsequently provide in writing. Notice will be deemed to have been given when delivered by hand or nationally recognized overnight courier service, or when received as evidenced by the return receipt, or the date such notice is first refused, if that be the case.

(Q) **Right of First Negotiation/Refusal.** As of the commencement of this Agreement until ninety (90) days prior to the expiration of the Term, Customer hereby agrees to grant Pepsi exclusive negotiation rights with respect to extending the current Agreement or entering into a new agreement for Beverage pouring rights at the Facilities upon expiration of the current Term. If the parties have not entered into a new agreement by the ninetieth day prior to expiration of the Term, Customer will be free to enter into discussions/negotiations with third parties except that Customer hereby grants Pepsi the absolute right of first refusal to match any bona fide offers made by a third party with respect to Beverage pouring rights/sales at the Facilities. Customer will provide Pepsi with details of any such bona fide offers, and Pepsi will have a fifteen (15) day window to decide whether it will match such offer and exercise its right of first refusal. The parties agree that beverage type/category and not brand names will be considered for the purposes of determining a match. In the event that Pepsi declines to match such offer or fails to respond within the fifteen (15) day period, then Customer will be free to enter into an agreement with any third party based on terms and conditions equal or favorable to those presented to Pepsi in connection with the notice specified herein.

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

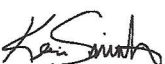
(S) **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto regarding the subject matter hereof and supersedes all other agreements between the parties. This Agreement may be amended or modified only by a writing signed by each of the parties.

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

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

Bottling Group, LLC

County of Monterey

By: 
Print Name: Kevin Smith
Title: Key Account Manager
Date: 7/19/2021

By: _____
Print Name: _____
Title: _____
Date: _____

Bottling Group, LLC


By: 
Print Name: Kevin Smith
Title: Key Account Manager
Date: 7/19/2021

Exhibit A
Product and Prices

PRODUCT GROUP	PACKAGE	# UNITS / GALLONS	PER UNIT / BIB PRICING	INVOICE PRICING	EFFECTIVE THROUGH
STARBUCKS COLD BREW	11oz 12L	12	\$2.60	\$31.17	12/31/20
STARBUCKS ICECOFFEE	11oz 12L	12	\$1.81	\$21.71	12/31/20
STARBUCKS	11oz 4P	24	\$1.81	\$43.40	12/31/20
AQUAFINA	12oz 8P	24	\$0.55	\$13.11	12/31/20
CSD	12oz 8P	24	\$0.86	\$20.55	12/31/20
CSD Glass	12oz LN 24L	24	\$0.97	\$23.38	12/31/20
STARBUCKS	13.7oz 12L	12	\$2.64	\$31.72	12/31/20
LIPTON	14oz 12L	12	\$1.91	\$22.91	12/31/20
MUSCLE MILK	14oz 12L	12	\$3.56	\$42.66	12/31/20
STARBUCKS	14oz 12L	12	\$2.65	\$31.74	12/31/20
DOLE	15.2oz 12L	12	\$1.65	\$19.75	12/31/20
OCEAN SPRAY	15.2oz 12L	12	\$1.65	\$19.75	12/31/20
MUSCLE MILK	15.8oz 12L	12	\$3.27	\$39.27	12/31/20
GATORADE	16.9oz 12L	12	\$2.50	\$29.94	12/31/20
GATORADE BOLT 24	16.9oz 12L	12	\$1.37	\$16.40	12/31/20
LIPTON	16.9oz 12P	12	\$1.80	\$21.58	12/31/20
AQUAFINA	16.9oz 24P	24	\$0.42	\$10.03	12/31/20
OCEAN SPRAY	16oz 12L	12	\$1.52	\$18.20	12/31/20
LIPTON PURE LEAF	18.5oz 12L	12	\$1.82	\$21.85	12/31/20
LIPTON	18.5oz 6P	12	\$1.82	\$21.85	12/31/20
CSD	2 Liter 8L	8	\$1.90	\$15.20	12/31/20
GATORADE	20oz 12L	12	\$1.39	\$16.63	12/31/20
ROCKSTAR	20oz 12L	12	\$1.69	\$20.24	12/31/20
SOBE	20oz 12L	12	\$1.76	\$21.06	12/31/20
AQUAFINA BASE	20oz 24L	24	\$0.72	\$17.35	12/31/20
BUBLY	20oz 24L	24	\$0.67	\$16.15	12/31/20
CSD	20oz 24L	24	\$1.30	\$31.25	12/31/20
DOLE	20oz 24L	24	\$1.30	\$31.25	12/31/20
GATORADE	20oz 24L	24	\$1.05	\$25.20	12/31/20
PRODUCT GROUP	PACKAGE	# UNITS / GALLONS	PER UNIT / BIB PRICING	INVOICE PRICING	EFFECTIVE THROUGH
LIFEWTR	20oz 24L	24	\$1.04	\$25.00	12/31/20
LIPTON	20oz 24L	24	\$1.32	\$31.59	12/31/20

SCHWEPPEES	20oz 24L	24	\$0.93	\$22.41	12B12 020
GATORADE	20oz 24P	24	\$1.06	\$25.46	12B12 020
LIPTON	64oz 8L	8	\$3.13	\$25.00	12B12 020
LIPTON	64oz 8P	8	\$3.13	\$25.00	12B12 020
LIFEWTR SPORTt CAP	700ml 12L	12	\$1.27	\$15.26	12B12 020
BUNDABERG	750ml 12L	12	\$2.45	\$29.40	12B12 020
STARBUCKS	9.5oz 15P	15	\$1.99	\$29.87	12B12 020
YACHAK	Can 11.5oz 12L	12	\$1.73	\$20.80	12B12 020
STARBUCKS DOUBLE SHOT ENERGY	Can 11oz 12L	12	\$2.29	\$27.51	12B12 020
LIPTON	Can 12oz 12L	12	\$1.01	\$12.13	12B12 020
MT DEW	Can 12oz 12L	12	\$1.28	\$15.32	12B12 020
STARBUCKS	Can 12oz 12L	12	\$1.86	\$22.30	12B12 020
ENERGY	Can 12oz 12L SLK	12	\$1.57	\$18.81	12B12 020
LIPTON	Can 12oz 12L SLK	12	\$1.01	\$12.13	12B12 020
MT DEW	Can 12oz 12L SLK	12	\$1.28	\$15.32	12B12 020
PEPSI	Can 12oz 12L SLK	12	\$1.28	\$15.32	12B12 020
SIERRA MIST	Can 12oz 12L SLK	12	\$1.28	\$15.32	12B12 020
STARBUCKS	Can 12oz 12L SLK	12	\$1.86	\$22.30	12B12 020
BUBLY	Can 12oz 12P	24	\$0.44	\$10.48	12B12 020
CSD	Can 12oz 12P FM	24	\$0.55	\$13.26	12B12 020
DOLE	Can 12oz 12P FM	24	\$0.55	\$13.26	12B12 020
LIPTON	Can 12oz 12P FM	24	\$0.55	\$13.26	12B12 020
BUBLY	Can 12oz 8P FM	24	\$0.44	\$10.48	12B12 020
CSD	Can 12oz 8P FM	24	\$0.55	\$13.26	12B12 020
LIPTON	Can 12oz 8P FM	24	\$0.55	\$13.15	12B12 020
SCHWEPPEES	Can 12oz 8P FM	24	\$0.55	\$13.26	12B12 020
CSD	Can 12oz 8P FM SL	24	\$0.55	\$13.26	12B12 020
PRODUCT GROUP	PACKAGE	# UNITS / GALLONS	PER UNIT /	INVOICE PRICING	EFFECTIVE THROUGH

			BIB PRICING		
YACHAK	Can 15.5oz 12L	12	\$1.73	\$20.80	12/31/2020
STARBUCKS	Can 15oz 12L	12	\$2.27	\$27.21	12/31/2020
BANG KETO COFEE	Can 15oz 12P	12	\$2.33	\$28.00	12/31/2020
BANG	Can 16oz 12L	12	\$1.67	\$20.00	12/31/2020
BANG NATURALS	Can 16oz 12L	12	\$2.08	\$25.00	12/31/2020
BUBLY	Can 16oz 12L	12	\$0.79	\$9.50	12/31/2020
ENERGY	Can 16oz 12L	12	\$1.49	\$17.91	12/31/2020
LIPTON	Can 16oz 12L	12	\$0.92	\$11.05	12/31/2020
MT DEW AMP	Can 16oz 12L	12	\$1.67	\$20.05	12/31/2020
MT DEW KICKSTART	Can 16oz 12L	12	\$1.49	\$17.85	12/31/2020
ROCKSTAR	Can 16oz 12L	12	\$1.49	\$17.90	12/31/2020
YACHAK	Can 16oz 12L	12	\$1.73	\$20.80	12/31/2020
MT DEW AMP	Can 16oz 12L RCN	12	\$1.67	\$20.00	12/31/2020
BANG	Can 16oz 12P	12	\$1.67	\$20.00	12/31/2020
BANG NATURALS	Can 16oz 12P	12	\$2.08	\$25.00	12/31/2020
STARBUCKS COLD BREW	Can 9.6oz 12L	12	\$2.33	\$28.00	12/31/2020

**Exhibit B
Sponsorship Activation**

VIP Passes. In each Year of the Term, Customer agrees to provide Pepsi with the following VIP passes annually:

- a. Two (2) VIP Sponsor Season Hard Cards
 - b. Fifty (50) Sunday GA Tickets Per Event
 - c. Fifty (50) 3-Day GA Tickets Per Event
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1. Signage Rights:
 - a. One (1) 12'x24' Turn 11 Billboard
 - b. One (1) 12'x24' Paddock Billboard
 - c. Two (2) 7'x20' Trackside Billboards
 - d. Two (2) 4'x15' Suite Fascia Signs
 - e. POP signage in all beverage sale locations

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

2. Print Advertising Rights:
 - a. One (1) Full Page Souvenir Program Ad (all Events)