



May 1st, 2004

City of Bloomington,

This letter sets forth the exclusive soft drink agreement (this "Agreement") between PepsiAmerica; ("Pepsi") and The City of Bloomington (the "Customer") relating to the purchase by the Customer from Pepsi of Pepsi-Cola Postmix and Bottle & Can Products (the "Products") for use in preparing carbonated fountain soft drink products (the "Soft Drink Products") to be sold in the Customer's facilities.

The Term of this Agreement shall begin on May 1st and end ten years later on that date and Customer's purchase of 67,000 cases of 20 oz. PET bottles of Soft Drink Products. If Customer has not purchased said amount of cases at end of ten years, contract will continue until said cases have been purchased. As used in this Agreement, the capitalized term "Year" shall mean each 12-month period during the Term commencing on the first day of the Term or an anniversary thereof.

Promptly after the full execution of the Agreement, Pepsi will advance to the Customer a signing bonus (the "signing bonus") in the total amount of \$50,000.00 to be used as deemed necessary by the City of Bloomington. Despite the fact that payment is being made in the first year of the Term, the parties agree that the signing bonus shall be deemed to have been earned equally over the entire Term of the Agreement.

Therefore, should Customer fail to purchase the products under this Agreement for any reason whatsoever prior to the end of the Term, any signing bonus will be repaid immediately by the customer to Pepsi on a prorated basis.

There will also be an annual marketing fund of \$5000.00 to be used for various sponsorships. These marketing funds will be paid during May of each year of the Agreement. All 20oz products will be priced at local Pepsi pricing (attached) and can increase up to 3% annually.

PERFORMANCE

The Agreement, including all of Pepsi support to the Customer as described above, is contingent upon the Customer complying with all of the following performance criteria, with which the Customer hereby agrees to comply with as follows:

- (1) The Customer agrees that (except to the extent that Pepsi-Cola is unable to supply the Customer with the corresponding products) at least the following Soft Drink Products shall be served throughout the Term of this Agreement in each of the Customer's outlets, which includes all city operated golf courses, swimming pools, fire stations, police stations, municipal buildings, parking decks, and public ice rink, (whether the outlet is now existing or is hereafter opened or acquired at any time during the Term): Pepsi, Diet Pepsi, Mountain Dew, Mug Root Beer, Sierra Mist, Lipton Tea, Cold Coffee Drinks, Gatorade, and Dole Juices, and any other brands distributed by Pepsi Americas.
- (2) The Customer shall have brand identification for each Soft Drink Product served on all menu boards at each of the Customer's outlets throughout the Term.
- (3) The Customer shall only use the 20oz. Products for use in preparing the Soft Drink Products for immediate or imminent consumption and shall not resell the Products either to non-affiliated outlets or to consumers in any form other than the Soft Drink Products.
- (4) The Customer shall participate in at least one Pepsi approved marketing program per calendar year for each year of this Agreement. The programs shall be for the benefit of the Customer's system, and the Customer shall use the funds payable to the Customer under this Agreement to help offset the advertising and promotion costs of such programs.
- (5) The Customer shall provide to Pepsi upon the execution of this Agreement a list of all outlets in the Customer's system. The Customer agrees that it shall promptly notify Pepsi in writing of each new outlet in the Customer's system, which is opened or acquired during the Term, as well as of any outlet, which is closed, sold or otherwise disposed of during the Term.
- (6) Pepsi shall have the exclusive rights for all Products in any expansion during the Term of this Agreement. In this Agreement, Beverages shall mean all Carbonated Soft Drinks and all other non-alcoholic drinks including, but not limited to, Waters, Sport Drinks, Punches, Teas, and whatever other bottle and can or fountain may be poured.

RENEWAL

This Agreement shall be renegotiated at the end of ten years and Customer agrees to give to Pepsi first right of refusal for an agreement covering the ten years following the conclusion of this Agreement. By right of first refusal, the parties intend that Pepsi will be afforded an opportunity to meet or beat the terms of a bona fide offer, made in writing by a Pepsi competitor. If Pepsi does so, Customer agrees to enter into a new agreement with Pepsi on such terms.

GENERAL TERMS

If for any reason the Customer fails to comply with any of the terms of this Agreement, the Customer agrees that, in addition to any other remedies to which Pepsi may be entitled by reason of such breach, the Customer shall immediately repay to Pepsi all funding previously advanced by Pepsi but not earned by the Customer pursuant to the terms of this Agreement.

This Agreement, consisting of the terms and funding commitments provided herein, contains the entire understanding and agreement between parties hereto regarding the subject matter hereof and supersedes all other agreement between the parties, including prior funding commitments, relating to the purchase of the Postmix Products by the Customer. This Agreement shall be governed by Illinois law and may be amended or modified only by a written statement signed by each of the parties.

In the event this Agreement is terminated for any reason and by either party, the Customer shall allow Pepsi immediate access to the Facilities to take possession of each and every piece of its' equipment without any claim of trespass. However, prior to any termination, both parties agree to provide each other a 30-day written notice to attempt to rectify any and all complaints or alleged defaults in this Agreement.

Except as may otherwise be required by law or legal process, neither party hereto shall disclose to any third party the terms and conditions of this Agreement.

CITY OF BLOOMINGTON

PEPSI-COLA GENERAL BOTTLERS,
INC. dba PEPSIAMERICAS

By: Judy Markowitz
Title: Mayor
Signature: Judy Markowitz
Date: 6-1-04

By: Dennis Smith
Title: OT Sales Man.
Signature: Dennis Smith
Date: 6/4/04

<u>VENDOR #</u>	<u>CUSTOMER #</u>	<u>CUSTOMER NAME</u>	<u>COMM. MAILING ADDRESS</u>
326794	7210206 7295066	CHUCKYS CADDY CLUB CHUCKYS GAT	1020 S MORRIS BLOOMINGTON
310302	7210207 7210209 7210210 7210211 7210212 7210213 7210306 7210308 7210309	ONEAL POOL #1 ONEAL POOL AQ ONEAL POOL CSD HOLIDAY POOL AQ HOLIDAY POOL #2 HOLIDAY POOL #1 MILLER RIGHT MILLER ANIMAL MILLER LEFT	PO BOX 3157 BLOOMINGTON
313447	7214137	MILLER PARK PAVILLION	1020 S MORRIS BLOOMINGTON
314866	7217994 7217995	BLM PUBLIC SVC BLM PUBLIC SVC GAT	401 S EAST ST BLOOMINGTON
316441	7217996 7217997 7217998	BLM POLICE #1 BLM POLICE #2 BLM POLICE #3	305 S EAST ST BLOOMINGTON
316438	7217999	BLM CITY HALL	109 E OLIVE BLOOMINGTON
316440	7220023	BLM WATER DEPT	603 W DIVISION BLOOMINGTON
326612	7295052 7295054	BLM TENNIS-GAT BLM TENNIS-GAT	109 E OLIVE BLOOMINGTON
313446	7214136	LINCOLN LEISURE	1206 S LEE ST BLOOMINGTON
337827	7578536 7578537 7578539 7578560	US CELLULAR #1 NORTH US CELLULAR #2 EAST US CELLULAR #3 SOUTH US CELLULAR #13 DOCK	101 S MADISON ATTN JOHN BUTLER BLOOMINGTON
337827	7578551 7578555 7578558	US CELLULAR PEPSI ICE US CELLULAR PEPSI ICE US CELLULAR PEPSI ICE	101 S MADISON ATTN JOHN BUTLER BLOOMINGTON

From: "mikenelson" <mikenelson@insightbb.com>
To: <thamilton@cityblm.org>, "John Kennedy" <jkennedy@cityblm.org>
cc: "John Butler" <johnbutler@insightbb.com>

Date: Tuesday, April 20, 2004 11:10AM
Subject: pepsi

Tom

I talked with Pepsi and John Kennedy. The 67,000 cases over the course of 10 years is Parks and Recreation, city buildings that includes the Canteen vending machines, and public ice rink plus any additional machines that might be added over that time frame. That does not include any arena business.

FYI, Owens Center in Peoria is opened year round and they do almost 5,000 cases annually.

We will blow past that figure over the 10 year period in my estimation and Denny said that would be no problem

Mike Nelson
Bloomington Sports and Entertainment Center
309 454-2372 office
mikenelson@insightbb.com



2007 Bloomington Park District Pricing



Effective 10/02/2006

Morton, Illinois Location

12 oz. CANS	
\$	8.22
PEPSI	
DIET PEPSI	
PEPSI LIME	
DIET PEPSI LIME	
DT PEPSI TWIST	
CF PEPSI	
CF DIET PEPSI	
WILD CHERRY	
DIET WILD CHERRY	
MOUNTAIN DEW	
CODE RED	
LIVE WIRE	
DT. MT DEW	
DT CODE RED	
DT CF MTN DEW	
TWISTER ORANGE	
TWISTER CITRUS	
TROP LEMONADE	
TROP PINK LEMON	
TROP ORANGEADE	
MUG ROOT BEER	
DIET MUG	
LIPTON BRISK W/L	
DT BRISK W/L	
BRISK RASPBERRY	
SIERRA MIST	
DT. SIERRA MIST	
DR PEPPER	
DT. DR PEPPER	
CF DT. DR PEPPER	
DR PEPPER C / VAN.	
DT. PEPPER C / VAN.	
JAZZ DIET BLK CH VAN	
JAZZ DT STR CRÈME	
JAZZ DT CARMEL CRÈME	
DR PEPPER BERRIES/CREAM	
HAW PUNCH	
GREEN BERRY	
MAZIN MELON MIX	
BODACIOUS BERRY	
PURPLE SMASH	
SUNNY D	
GINGER ALE	

8 oz Cans	
\$	\$7.21
PEPSI-COLA	
DIET PEPSI	
MOUNTAIN DEW	
SIERRA MIST	
DIET SIERRA MIST	
DR PEPPER	
HAWAIIAN PUNCH	

6.5 oz CANS	
\$	\$31.70
DOUBLESHOT	

8.3 OZ CANS	
\$	\$31.50
ADRENALINE RUSH	
MT DEW AMP	
ITALIAN ROAST	
DT ITALIAN	

24OZ AMP	
\$	\$24.50

8OZ MILKSHAKERS	
\$	\$18.00

* dr pepper products not available in all markets

20 oz BOTTLES	
\$	15.44

PEPSI	
DIET PEPSI	
PEPSI LIME	
DIET PEPSI LIME	
PEPSI ONE	
CF DT PEPSI	
WILD CHERRY	
DT WILD CHERRY	
MOUNTAIN DEW	
DEW CODE RED	
DEW LIVE WIRE	
DT MTN DEW	
DT CODE RED	
MUG ROOT BEER	
LIPTON BRISK W/L	
LIPTON GREEN TEA	
LIPTON ICED TEA	
PEACH TEA	
SIERRA MIST	
DT. SIERRA MIST	
DR PEPPER	
DT DR PEPPER	
DR PEPPER C / VAN.	
DT. PEPPER C / VAN.	
DR PEPPER BERRIES/CREAM	
HAW PUNCH	
GREEN BERRY	
MAZIN MELON MIX	
BODACIOUS BERRY	
PURPLE SMASH	
SUNNY D	
GINGER ALE	

Tropicana 20oz Plastic	
\$	\$15.44

TROP LEMONADE	
PINK LEMON	
STRAW MELON	
PEACH PAPAYA	
TROP ORANGEADE	
TROP LIGHT LEMON	

DOLE 15.2 OZ. PLASTIC	
\$	9.82/12pk

STRAWBERRY KIWI	
PINEAPPLE PEACH	
ORANGE	
APPLE	
100% RUBY RED	
100% GRAPE	
KIWI STRAWBERRY	

OCEAN SPRAY 16 OZ. PLASTIC	
\$	9.82/12PK

CRANBERRY	
LT CRANBERRY	
CRAN GRAPE	

16.9 OZ DOL SPARKLERS	
\$	\$22.00

ORANGE TANGERINE	
CRAN RASPBERRY	
POMAGRANITE	
PINK GRAPEFRUIT	

AQUAFINA WATER	
\$	

12 oz.	\$8.22
20 oz.	\$13.74
24OZ SC	\$18.14
20OZ FLAVOR	\$13.74
20OZ ALIVE	13.74
1LTR	13.95

GATORADE 20 OZ PLASTIC	
\$	\$19.62

LEMON/LIME	
COOL BLUE RASP	
ORANGE	
FROST RIPTIDE	
FRUIT PUNCH	
FIERCE GRAPE	
Propel-Lemon 16.9oz	
Propel-Berry 16.9 oz	

SOBE	
20 oz GLASS	
\$	12.50/12pk

LEAN MANGO MELON	
LIZ BLIZZ	
LIZ FUEL	
TSUNAMI	
GREEN TEA	
LEAN GREEN TEA	
ENERGY	
LEAN ENERGY	
POWER	
LIZARD LAVA	

FRAPPUCCINO 9.5 OZ.	
\$	23.50

COFFEE	
MOCHA	
VANILLA	
CARMEL	
BERRIES CREAM	

LIPTON BREW 16 OZ.	
\$	9.82/12pk

GREEN 12PK	
BLUE 12PK	
YELLOW 12PK	
RASPBERRY 12PK	
DT SWT/NOLEM 12PK	
GRN HONEY 12PK	
GRN ORG PASS 12PK	